City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, January 8, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-663 Approve the Agenda for the Regular Meeting of January 8, 2020, as presented or with amendments.

Attachments: 01-08-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 19-655 Approve the Minutes of the District 4 Town Hall meeting of October 15, 2019, as written or with amendments.

Attachments: District 4 Town Hall Minutes.pdf
Exhibit A - District 4 Town Hall Presentation.pdf
Exhibit B - Stormwater Program Presentation.pdf

II.2(b) 19-610 Approve the Minutes of the Regular meeting of October 23, 2019, as written or with amendments.

Attachments: 10-23-2019 Minutes.pdf
EXHIBIT A-Orchid Lake Meeting Powerpoint.pdf
EXHIBIT B-Retreat at Cocoa Commons presentation 001.pdf

II.2(c) 20-4 Approve the Minutes of the Marijuana Possession and Dispensary Workshop of October 29, 2019, as written or with amendments.

Attachments: Marijuana Workshop Minutes.pdf
Medical Marijuana Areas 10-29-19.pdf
Exhibit 1 - Medical Marijuana Dispensaries.pdf

II.2(d) 19-649 Approve the Minutes of the Utilities Workshop of November 5, 2019, as written or with amendments.

Attachments: 11-05-19 Stormwater Utility Workshop.pdf
Exhibit A - Utilities Workshop Presentation.pdf

II.2(e) 19-662 Approve the Minutes of the Special City Council Meeting of November 22, 2019, as written or with amendments.

Attachments: 11-22-19 MinutesADA.pdf

III. AWARDS AND PRESENTATIONS:

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

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

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

Attachments: Brevard Kennel Club Proclamation.pdf

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

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

Attachments:
- Goodson - Paving Notice of Award.pdf
- Goodson Bid Tab Asphalt.pdf
- Goodson Concrete Award.pdf
- Goodson Concrete Bid Tab.pdf
- Goodson Other government agency use.pdf
- Goodson Renewal Asphalt.pdf
- Copy of B41850PriceAdjustment3.xlsx
- Goodson Annual Paving Proposal.pdf

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

Attachments:
- Home Disbursement Agreement-ADA City of Cocoa.docx
- City of Cocoa EXHIBIT B-D FY 19-20.docx
- Budget Resolution FY 2020.docx
- BAF 20-025-CS-HOME Disbursement (1-8-19) Agenda 19-646.pdf

VII. PUBLIC HEARINGS:

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

Attachments:
- Ordinance No. 26-2019.pdf
- Legal Ad Confirmation Ordinance No. 26-2019.pdf

VII.2 20-22 Ordinance No. 24-2019/2nd & Final Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit "A") into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)

Attachments:
- 24-2019 Ordinance re Annexation Cape Canaveral Heights.pdf
- Ex A Ordinance 24-2019 (complete).pdf
- Exhibit B - Annexation Report.pdf
- Exhibit C - Letter to Brevard County.pdf
- Exhibit D - Receipt of Certified Letter (signed).pdf
- Exhibit E - Pre-Annex Agmt and Petitions (signed).pdf
- Exhibit F - Notification to property owners.pdf
- Exhibit G - No registered Voters on Property to be Annexed.pdf
- Legal Ad Proof - Annexation.pdf

VIII. COUNCIL BUSINESS:

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

Attachments:
- Lien Reduction Checklist.docx
- Cost Affidavit Form 540 peachtree.xlsx
- Order Imposing Fine Lien.pdf
- Code Lien Reduction Application.pdf
- Lien Request Letter.pdf
- Brevard County Property Appraiser.pdf
- General Warranty Deed.pdf
- Quit Claim Deed.pdf
- Sunbiz.pdf

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

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

Attachments: HCVMS - grant opportunity concept.pdf
Proposed-2019_2020-Florida-Friendly-Landscaping-Grants-Timeline.pdf
19-20-Grant-Application_REV003 (1).pdf
FFL-Grant Award Agreement 19-20.pdf
Butterfly Garden support letter.docx

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

Attachments: Amensty_Program_information.pdf
AmnestyAppForm.pdf
AmnestyForm.pdf
ARTICLE_VI.___CODE_ENFORCEMENT_LIEN_AMNESTY_PROGRAM - Sar Plantationlienamnesty.pdf
Code Enforcement Lien Amnesty Program.pdf

IX. CITY BUSINESS:

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

Attachments: SBA Strategic Alliance Memorandum.pdf

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

Attachments: Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pd
Ordinance -2020 Diamond Square.pdf
Diamond Square CRA Roster Worksheet.docx

MULTI-YEAR CONTRACTS:

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

Attachments: MOA ASE66 CITY OF COCOA CONTRACT 12232019.pdf
Exhibit A - Resolution 2020-___.docx
Budget Resolution FY 2020.docx
BAF 20-024-A -FN-FDOT 520 Mowing Agreement Ad Rev (1-8-20).pdf

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

Attachments: NEG Worksite Employer Agreement City of Cocoa.docx

X. INFORMATIONAL AGENDA:

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

Attachments: PO Monthy Report to City Council 10.01.19 thru 11.30.19.pdf

X.2 20-25 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 November 2019.pdf

X.3 20-26 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: November 2019 Contingency Report.pdf

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

Attachments: November FY 2020 EXPENSE Budget Tracking Worksheet.pdf
November FY 2020 REVENUE Budget Tracking Worksheet.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

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.

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 #:	19-663	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Agenda for the Regular Meeting of January 8, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-08-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2019
Agenda Date: January 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of January 8, 2020, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of January 8, 2020, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: January 8, 2020
Time: 6:00 p.m.
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

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

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

III. Awards and Presentations:

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

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

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

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

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

VII. Public Hearings:

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

2. Ordinance No. 24-2019/2nd & Final Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit "A") into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (20-22). (Community Services Director)

VIII. Council Business:

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

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

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

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

IX. City Business:

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

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

Multi-Year Contracts:

3. Approve and execute Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT. Approve a Budget Resolution Amending the FY2020 Budget, accepting the

additional Revenue outlined within the agreement, for the second two quarterly payments. (20-11). (Public Works Director)

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

X. Informational Agenda:

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

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

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

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

XI. Adjournment:

XII. Notice To The Public:

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.

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.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	19-655	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/10/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Minutes of the District 4 Town Hall meeting of October 15, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	District 4 Town Hall Minutes.pdf Exhibit A - District 4 Town Hall Presentation.pdf Exhibit B - Stormwater Program Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2019
Agenda Date: January 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the District 4 Town Hall meeting of October 15, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the District 4 Town Hall meeting of October 15, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
DISTRICT 4 TOWN HALL MEETING

October 15, 2019

The District 4 Town Hall Meeting was held on Tuesday, October 15, 2019, at the Florida Solar Energy Center, 1679 Clearlake Rd., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilmember Koss called the meeting to order at 6:12 pm. She led the assembly in the Pledge of Allegiance.

Present:	Jake Williams, Jr.	Mayor
	Alex Goins	Councilmember (arrived 6:26pm)
	Lorraine Koss	Councilmember
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember

Other staff members present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Bryant Smith, Public Works Director; Jonathan Lamm, Fire Chief; Mike Cantaloupe, Police Chief; and Chris Hattaway, Patrol Officer.

II. Meeting Topics

1. Welcome/Introductions

Councilmember Koss welcomed everyone to the District 4 Town Hall meeting[1]. She introduced the other members of Council as well as Colleen Kettles from the Florida Solar Energy Center. Ms. Kettles briefly shared information about the center.

[1] Exhibit A: District 4 Town Hall Presentation

It was pointed out that the Brevard County Sustainability Group will be partnering and co-hosting an event on November 8, 2019 with the Florida Solar Energy Center to discuss the importance of solar energy.

Councilmember Koss provided information about the upcoming Citizen's Academy which will take place on Tuesday, November 5, 2019. She added that there are only two vacancies left and encouraged those who were interested to apply.

Furthermore, she discussed the importance of education and Cocoa's schools. She introduced Christi Pemberton, the Principal of Cambridge Elementary. Councilmember Koss pointed out their progress as a school and noted that there has been an increase in science testing from a forty-eight percent success rate to a seventy percent success rate.

Councilmember Koss read a poem to the assembly titled "Trees".

She talked about the invitation Cocoa High School received to perform at Carnegie Hall. She mentioned that her and her husband flew to New York to see the performance in person and it received a standing ovation.

Councilmember Koss recognized Paulie Riggs for an award he received for a painting he had done. She acknowledged his talent and briefly discussed the ArtBeatz program. She also mentioned a recently completed project, the Solar Flower, which was installed on Blake Avenue. It is approximately twenty feet when fully expanded and it follows the sun to generate energy before closing up at night.

Councilmember Koss pointed out the focus points of 2020 which are being prepared for a storm, single-use plastics and Vision Zero, a campaign to end pedestrian fatalities.

Matt Fuhrer, Assistant City Manager, shared a presentation[2] regarding the stormwater program. He shared an overview of the responsibilities that the Stormwater Division has. He briefly discussed the ten year Capital Plan along with the implementation plan.

Assistant City Manager Fuhrer reviewed the Stormwater Tiered Rate Structure and pointed out several city-wide and District 4 flood mitigation projects.

Mayor Williams inquired about the flooding on Indian River Drive that took place after the recent rain storm. In response, Assistant City Manager Fuhrer shared that it was caused by a palm frond that was stuck in the drain.

A citizen inquired about standing water at the construction site of the train station. In response, Assistant City Manager Fuhrer added that stormwater retention areas will be dug but for now it is an active construction zone so standing water can be expected to be seen.

[2] Exhibit B: Stormwater Program Presentation

City Manager Titkanich introduced all of the staff members present.

He shared several updates on various happenings taking place in the City. He explained the Urban Landscape Plan to landscape US1, which the Cocoa CRA, US1 CRA and the City partnered on to plant plants. Additionally, in March 2019 the Pedestrian Connector opened on the north side of 520. The Lee Wenner Park shoreline was also re-done with new lighting. The City will be partnering with Brevard Zoo to imbed oysters as well.

City Manager Titkanich added that the T-docks and day slips are being re-done to be more resilient with a substantial completion date to be set in April, 2020. The final design for the promenade is going out on October 29. 2019 and will go before Council in December.

The Cocoa CRA is also considering a new Civic Center although a location is yet to be decided.

St. Mark's is looking at re-routing traffic and potentially moving Church St. over and adding greenspace as well as another building.

City Manager Titkanich briefly mentioned the hotel in the village as well as the striping and paving downtown.

The Cocoa YMCA was discussed and it was shared that there are around four thousand nine hundred members, ten to fifteen percent of those being Cocoa residents. Eastern Florida State College has offered to come up with three hundred twenty-four thousand dollars and are looking to the City and/or the school district to match this amount.

City Manager Titkanich talked about the new train station and noted that it will travel to Orlando and West Palm Beach. It will run on the south side of SR 528 and over I-95. It will take anywhere from three to five years before residents to see activity here in Cocoa.

A citizen inquired if a parking garage is still being considered where the old Suntrust Bank was. In response, City Manager Titkanich explained that FDOT would not allow one at that location due to the amount of traffic that would back up.

Chief Cantaloupe reminded everyone to make sure they lock the doors to their homes and cars at all times.

City Manager Titkanich mentioned the upcoming Utilities Workshop at City Hall on Tuesday, November 5th.

A citizen inquired about the old Winn Dixie site. In response, City Manager Titkanich shared that a developer is interested in potentially developing both residential and commercial property there.

Councilmember Goins pointed out the upcoming Marijuana Workshop at City Hall on October 29th at 6 pm.

Councilmember Koss thanked everyone for attending the Town Hall meeting.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 8:06 pm.**

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

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

Town Hall - District 4

October 15, 2019 - Lorraine Koss, Councilwoman District 4
Florida Solar Energy Center

Exhibit A: District 4 Town Hall Presentation

FOR THE GOOD OF COCOA



VOLUNTEER LEADERSHIP

1.Affordable Housing Advisory Committee
2.Board of Adjustment
3.Code Enforcement/Drug Related Public Nuisance Board
4.Brownfields Advisory Board
5.Housing Authority
6.Pension Board - Fire
7.Pension Board - General Employees
8.Pension Board - Police
9. Planning & Zoning Board
10. Police Community Relations Advisory Committee
11. Redevelopment Agency (Cocoa)
12. Redevelopment Agency (Diamond Square)
13. Redevelopment Agency (US 1)
14. Utilities Advisory Board
15. Sustainability Advisory Committee

COCOA
FLORIDA

Pledge of Allegiance



Cocoa to Carnegie Hall







It takes a Village – and, we did it!

COCOA FLORIDA

Talent is ABUNDANT in Cocoa



COCOA FLORIDA

ArtBeatz



Historic Cocoa Village Main Street



Solar Flower Power



Emma Jewel Academy

2020 FOCUS POINTS



1. STORM PREPARED
2. Single Use Plastics – WASTE MANAGEMENT
3. Vision Zero Campaign – END PEDESTRIAN FATALITIES

Storm Prepared



Green Infrastructure complimenting the Grey

- 10 year SW Plan; Comprensive Modeling;
- Parks Master Plan
- Tree City USA – Right Tree, Right Place
- THIRA, Resiliency, Sustainability Plans

Single Use Plastics



UGH! Indian River Lagoon shellfish have the highest-known numbers of microplastics in the world…

12/26/2018 UCF Biologist Linda Walters says the "study results were shocking"

End Pedestrian Fatalities



Questions, Comments, Suggestions

Lorraine Koss

Councilwoman District 4

321-474-8445

lkoss@cocoafl.org

@Koss4Cocoa

Stormwater Program

Exhibit B: Stormwater Program Presentation

Stormwater Division Responsibilities



77 acres of pond



2,328 stormwater infrastructures such as inlets, culverts, head walls and weirs



565 manholes



5 miles of ditches



65 miles of stormwater pipes



2,000 miles per year of streets swept

CITY OF COCOA STORMWATER DIVISION

Review of Stormwater Assessment

- In Fiscal Year 2019, the enterprise fund for stormwater management generated approximately $1.5M to cover existing operation/maintenance and minor capital improvements and has not been materially changed since the 90's.
  - $1.5M Revenue - $1.2M O&M = Approximately $300K to fund capital projects.
- Additional revenue was needed to reduce flooding and comply with mandated water quality regulations.
- A financial model was used to review scenarios and develop a sustainable financial plan for the stormwater utility moving forward.

CITY OF COCOA STORMWATER DIVISION

10 Year Capital Plan

- In order to plan and budget for the City of Cocoa's future stormwater needs, a 10 year Capital Improvement Plan was created to ensure a judicious investment of finite resources.



$6,403,760 Flood Mitigation Projects



$11,470,882 Water Quality Projects



$1,013,984 Equipment Replacement



$1,511,500 Stormwater Infrastructure Improvement/Repair and Maintenance

CITY OF COCOA STORMWATER DIVISION

Implementation Plan

January

Newspaper advertisement for Public Hearing on Resolution of Intent

February

- Newspaper advertisement for Public Hearing on Resolution of Intent
- Public Hearing on Resolution of Intent

May

- Public Stormwater Utility Workshop at City Council Meeting
- Agreement approved with Tax Collector and Property Appraiser

June

- Newspaper advertisement for First Reading and Final Reading of Assessment Ordinance
- First Reading of Assessment Ordinance

July

Final reading of Assessment Ordinance

August

- Notice Letters
- 1st Public Hearing for Initial Assessment Resolution

September

- 2nd Public Hearing
- Adopt Assessment Resolution
- Certify Assessment Roll
- Last Utility Billing

October

Fiscal Year Begins

November

Tax Collector sends out bill for Stormwater Assessment due Jan 1st

CITY OF COCOA STORMWATER DIVISION

Stormwater Tiered Rate Structure

Fiscal Year 2020 (October 1, 2019 – September 30, 2020) Assessment Rates for Single Family Parcels (residential)*a		
Tier 1: 400 – 2,300 sq.ft. of impervious area	**Tier 2**: 2,400 – 4,400 sq.ft. of impervious area	**Tier 3**: Greater than 4,400 sq.ft. of impervious area
$71.96	$110.71	$192.64

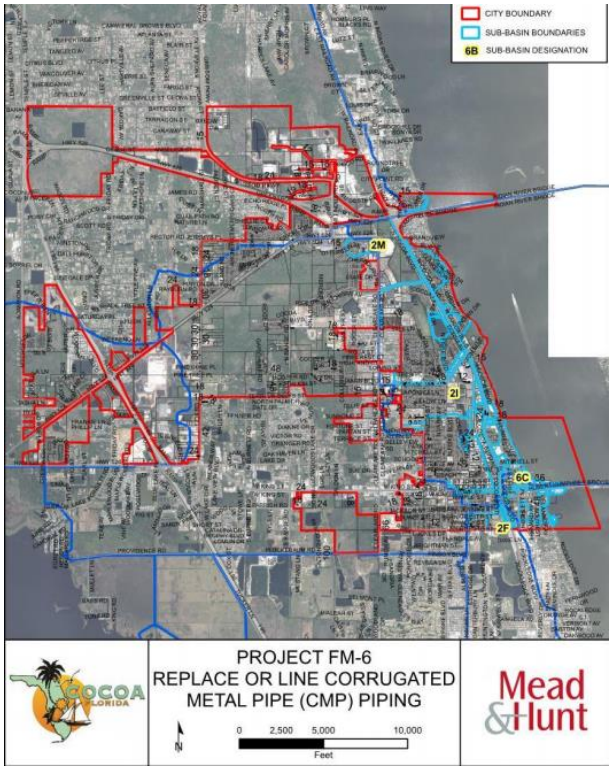
Fiscal Year 2020 (October 1, 2019 – September 30, 2020) Assessment Rates for Single Family Parcels (residential)*
$110.71 per ERU (3,100 sq.ft. equivalent residential unit)

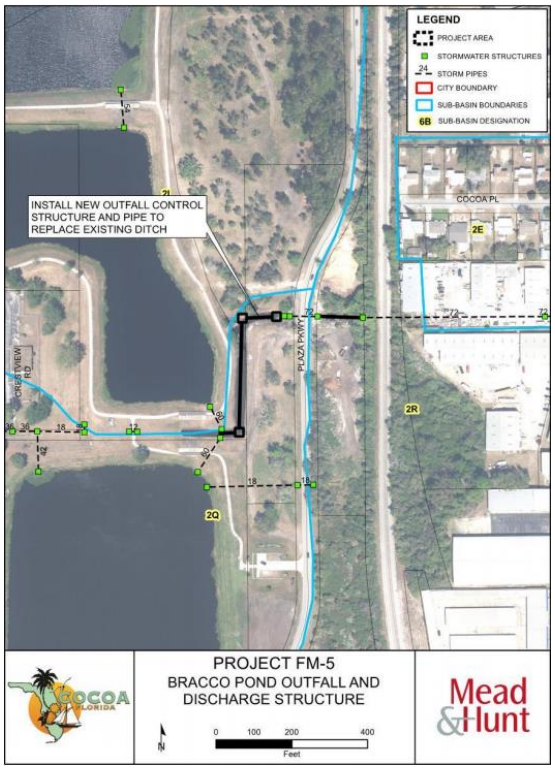
*Equivalent Residential Unit reflects the median impervious area on a tier two single family residential parcel.

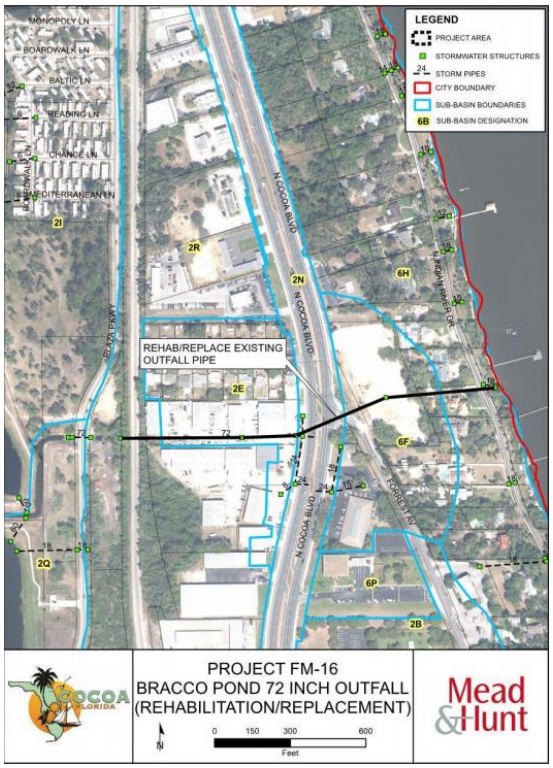
The anticipated Fiscal Year revenue generation is approximately $1.7M.

CITY OF COCOA STORMWATER DIVISION

City-wide Flood Mitigation Projects





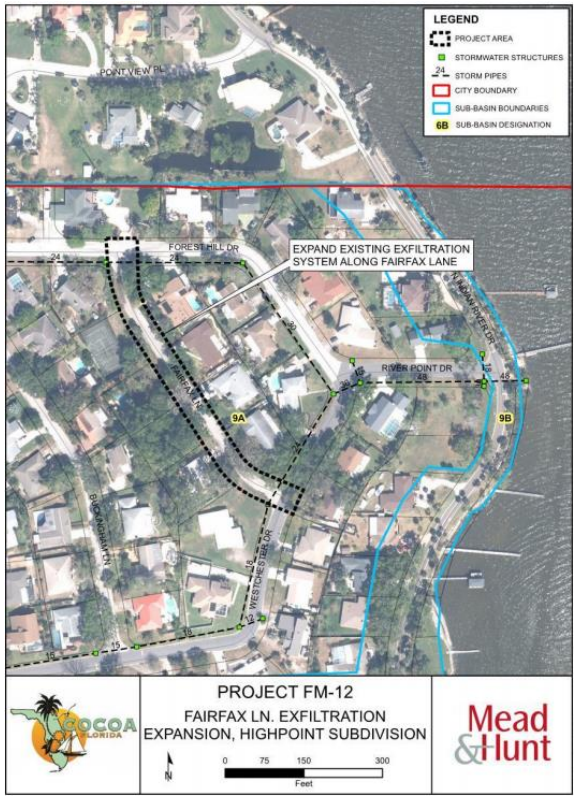


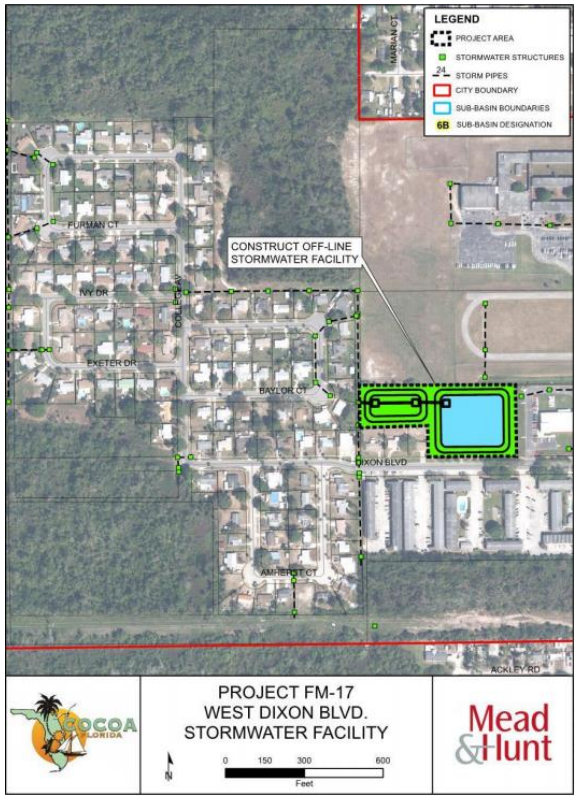
City-wide Projects:

- Annually Replace or Line Corrugated Metal Pipe (CMP) Piping ($200,000)
- Annual Curb & Gutter Repair & Maintenance Program ($50,000)
- Bracco Pond Discharge and Outfall Structure
- Comprehensive System Model
- Bracco Pond 72'' Outfall Rehabilitation/Replacement

CITY OF COCOA STORMWATER DIVISION

District 4 Flood Mitigation Projects



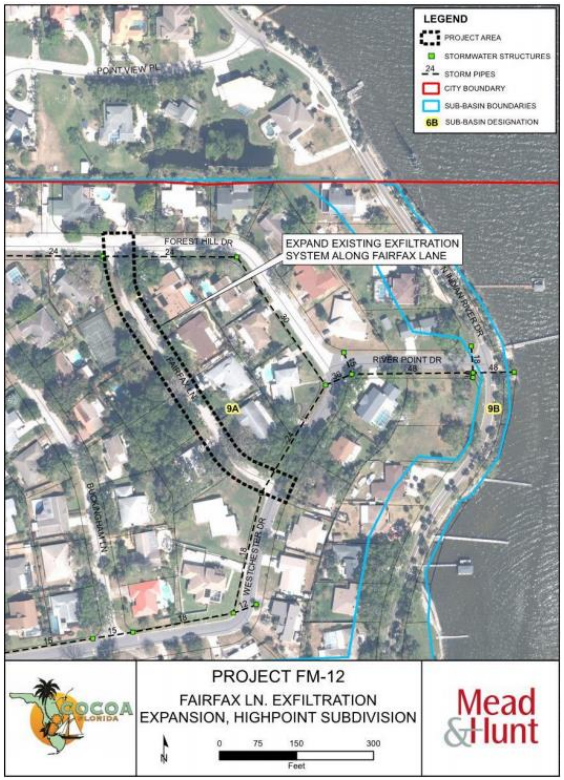




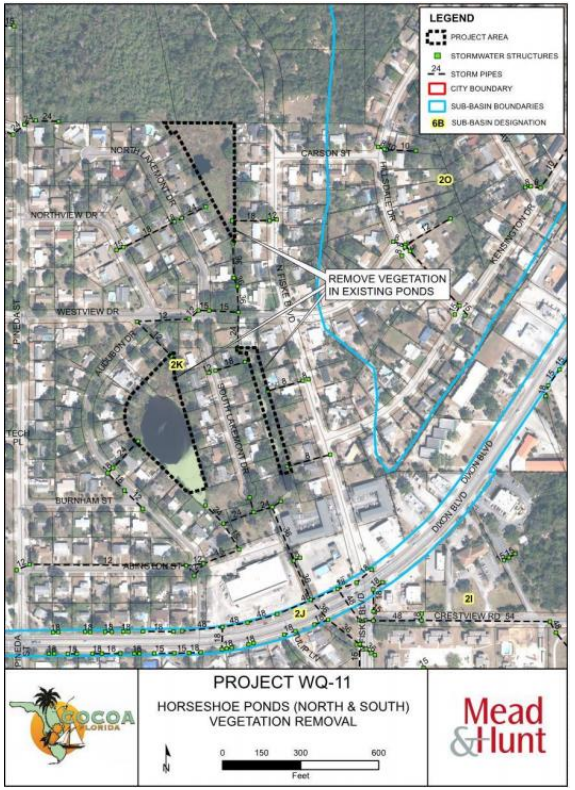
- Fairfax Lane Exfiltration Expansion, Highpoint Subdivision
- West Dixon Blvd. Stormwater Facility
- Circle Drive Dry Retention Pond, Carleton Terrace & Broadview Manor Swales

CITY OF COCOA STORMWATER DIVISION

District 4 Water Quality Projects







- Fairfax Lane Exfiltration Expansion, Highpoint Subdivision
- Add Floating Wetlands to Existing Stormwater Ponds
- Horseshoe Ponds (North & South) Vegetation Removal

CITY OF COCOA STORMWATER DIVISION

Questions?



CITY OF COCOA STORMWATER DIVISION

Legislation Details (With Text)

File #:	19-610	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/19/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 23, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-23-2019 Minutes.pdf EXHIBIT A-Orchid Lake Meeting Powerpoint.pdf EXHIBIT B-Retreat at Cocoa Commons presentation 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2019
Agenda Date: January 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 23, 2019, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 23, 2019, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 23, 2019

A Regular City Council Meeting was held on Wednesday, October 23, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:37 p.m.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember (attended via phone)
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	John A. Titkanich, Jr.	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Ed Wegerif, Public Works Director; Lora Howell, Deputy Finance Director; LeShawn Hinton, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Deputy Fire Chief Byrd; Lt. Dellatorre, Cocoa PD; and Bryant Smith, Public Works Director.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 23, 2019 (19-510)
2. Minutes: (a) Minutes for the Regular meeting of July 24, 2019 (19-490)

Mayor Williams noted a correction to Consent Item VI.4 which should state "Approve Resolution" and requested that Council Business Item VIII.4 be postponed until the next City Council meeting so that Councilmember Koss could be in attendance for that item.

* **MOTION by Councilmember Boisvert; SECONDED by Councilmember Goins, to approve the Agenda as amended for the Regular meeting of October 23, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss left the meeting at this time[1].

* **MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Warner, to approve the Minutes as written for the Regular meeting of July 24, 2019.**

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming the Week of October 25-November 1, 2019 as "Mobility Week". (19-517). (Mayor Williams)

Deputy Mayor Warner read the Proclamation into the record.

IV. DELEGATIONS:

[1] Councilmember Koss exited the meeting via the phone at 6:38 p.m.

Rev. Johnnie Dennis, 3710 Catalina Drive, Cocoa, spoke about ineffective patrolling in Cocoa. He felt crime was on the rise due to this issue. He believes that the City needed to do better and surveys that are being done state that the police needs to do better with patrolling. He noted that they want a new Police Chief and City Manager, both from another county or state.

Donna Kettner, 103 Derby Street, Cocoa and owner of Green Apples on Harrison Street, mentioned that she has been waiting on a parking garage for years. They are going to lose business due to due to no parking. She feels that building a new civic center before a parking garage is sad. Additionally, she believes that they need cameras in the Village and spoke about all of the other problems in the Village. Infrastructure needed to be enhanced before millions are spent on a civic center. The waterfront is what has kept her alive. The condos were built due to the charm of the area and those people will move away if a new center is built. She urged Council to take pride in where we live and noted it was everyone's job to keep the area protected.

Tomiko Martin, 1115 Kirkland Drive, Cocoa, was here to speak about the murders and crime in the community. She was born and raised her and since 1990 when she graduated high school, murders have increased. She has had two close companions that were murdered. Ms. Martin further hoped for her two grandsons to be raised in a peaceful environment. Lastly, she spoke about the stores that are open at 2 a.m. on Peachtree and Fiske Blvd. She requested more police presence as there was no reason for people to be hanging around outside the store during those hours of the morning. This happens every night and bad things are happening to good people.

Mayor Williams agreed with her and knows which store she is speaking about.

Bernice Cox, 701 Aurora Street, Cocoa, noted in Pine Grove Park there is a residential entrance wall. A few years ago it was requested that this wall be redone and that the drainage ditch be redone. The City told her it was the builder's responsibility. The name needs to be put back on the wall and she asked if the City would reconsider helping with that.

Councilmember Goins spoke about the wall on Aurora and putting letters back on that wall.

Monique Thomas, 16262 Flower Mound Lane, Cocoa, concurred with Tomiko Martin and noted that she has had a lot of deaths, as well as knowing the person

who was recently murdered. Her husband and sister were also murdered. Ms. Thomas mentioned that the police department does not solve enough of these cases. She has called the detective over her case and is always told the same thing. She refuses to let her case be a cold case. She does not feel that enough is put into solving the murder cases and that is was not acceptable. This is affecting her family and these cases need to be solved.

Mayor Williams added that the gentlemen who just got shot was his late cousin's son. He sat with the City Manager and Chief of Police and noted that the public needed to give the police a little more time to see what was going on.

Anita Gibson, 451 Stone Street, Cocoa, spoke about the murder of her son in 2016. She advised that she has been talking with the Chief and the detective. She agreed that there must be something that can be done about these murders. Ms. Gibson asked about the possibility of a cold case unit, in both Cocoa and Brevard County. She believes that the detective is inundated with work and that was unfair. Lastly, Ms. Gibson requested a billboard be installed in front of the police department with pictures of victims so that people know the cases are unsolved and then updated when the cases were solved.

Rita Lynar, 1200 Clearlake Road, Cocoa, has been in front of Council several times and noted that the Chief of Police was not accurate in what he was telling staff. She uses a walker donated by a dead resident and three police officers showed up and accused her of stealing. She was not facing charges and they could be using that time to solve murders.

Mayor Williams assured Ms. Lynar that he has listened to every word she has said.

Ms. Lynar added that this gang is trying to push her out of where she lives and Chief Cantaloupe will not return her calls or speak to her. The lieutenant screamed at her. She was tired of being ganged up on and would like for Council to pay attention to what she is saying about the Cocoa Police Department.

V. REPORTS:

Mr. Wegerif announced that this is his last council meeting before retirement and is has been great serving the City, working with Council and his co-workers, and has enjoyed his service.

Mayor Williams thanked him for his service and hoped that he would enjoy his retirement.

Chief Lamm announced that they are starting to accept turkey donations for their annual holiday turkey drive. This has been a phenomenal program and this year they have increased the count to 150.

He introduced Deputy Chief Samuel Byrd and advised that the department looked forward to what he was going to add to the organization.

Lastly, he voiced his appreciation to Chief Cantaloupe for inviting the Fire Department to the recent canine competition. It was a great event and good for families and children to see. They did a great job.

Ms. Bunt reminded Council about the Female Veterans Wall Raising tomorrow morning on Whaley Street.

Mr. Walsh reminded all that there will be a Utilities Workshop will be on November 5, 2019 at 5:30 p.m. here in Council Chambers.

Ms. Gemmati announced that Toy Drive Sign-Ups will start on October 28, 2019. Sign-ups can be done in the City Clerk's office.

Assistant City Manager Fuhrer reminded all that there was a Medical Marijuana Workshop being held on October 29, 2019 at 6 p.m. here in Council Chambers.

He provided a brief update on the upcoming Citizens Academy and announced that the first class was full.

Lastly, he spoke about Mr. Wegerif and mentioned that he joined the City back in 1980 and worked his way up from Engineer, to Division Manager, Deputy Director, and then Director. His career has spanned multiple areas of the City and multiple generations. He has seen many projects and other things be done in the 39 years that he has been here. His sendoff would be on October 31, 2019 from 10 a.m. until noon.

Councilmember Boisvert thanked Mr. Wegerif and noted that it has been a pleasure working with him over the past nine years. He welcomed the new Deputy Chief aboard.

Councilmember Goins mentioned that the citizen participation today was awesome. We will not always agree on all decisions but he loves hearing opinions.

He also spoke about the store discussed under delegations. He voiced his frustration and noted he was tired of this as well. Some of these victims have not had a chance to live their life, but we are doing our best to get more patrols. He asked the City Manager and Assistant City Manager to bring these store managers in for a meeting and if nothing can be done than something needs to be done legally. There was only so much that can be done individually, but as a community, they can do something. He reiterated that a better job at patrolling needed to be done and a presence needed to be made. This was emotional for a lot of people and the perception of Cocoa needed to be changed.

This is an awesome community but everyone needs to do better. He believes in the city staff, police and fire departments. Many of these instances are people who know each other. Peachtree and the Prospect area and that block is a major problem.

Deputy Mayor Warner knows what it feels like to have a family member murdered, as it happened to her. It has been twenty years and was still painful. She knows Ms. Anita Gibson and the pain she is going through. People know who killed her son and the fact that they cannot step forward to this give family relief is sad. If people want the community cleaned up then everyone has to step up.

Deputy Mayor Warner shared a story about a neighbor who was a drug dealer and threatened to kill her for turning him into the police. She ran in to him years later and he thanked her for helping him. Perception is that Cocoa has more crime today then in the past, but we do not. The crime is mainly among people who know each other. Statistics show that crime happens around stores. All it takes is for people to quit spending their money in stores. Walmart is open twenty-four hours and has security. It breaks her heart every time she sees Ms. Gibson because there are people who know who killed her son and will not do anything about it.

Deputy Mayor Warner told Mr. Wegerif that when she became active with the City he had already been on board for sixteen years. He and Mr. Toler would be greatly missed but she hoped that he would have many years with his children and grandchildren.

Deputy Mayor Warner added in regards to crime that support from other agencies was not always received. The police can place charges but the State Attorney does not always support them. If you look at the cases that were actually moved forward by the State Attorney's office you would be shocked. She also mentioned to members of community that when it comes to what goes on at these stores, support from other agencies is not always received.

Lastly, she spoke about the recent canine competition and thanked all of those who helped. It was a great event and she thanked those from other states and countries for coming.

Councilmember Boisvert asked if there was a time that stores had to stop selling alcohol. In response, Chief Cantaloupe noted 2 a.m. but there was not a cut off time for anything else.

Mayor Williams mentioned his attendance at the FRA Conference in Tampa. He will bring information back to the next meeting. Additionally, he attended the East Central Florida Resiliency Collaboration Agreement signing event today in Orlando. This is a great deal for the City and for the community and he would like to frame this and hang in City Hall.

Mayor Williams asked Chief Cantaloupe not to take the comments tonight personal. He knows that there was a lot of work to be done and improved upon. His goal was to make the City the best that it can be. He has seen many positive changes but needed to make it even better. These changes have to be done together.

He requested that if employees see something on the side of the road that can be picked up or moved, to do it. There was so much to offer in Cocoa with the riverfront; however, there is so much not being taken advantage of. He thought that once things are changed they can do a rebranding and make things better. People speak about Cocoa at conferences.

VI. CONSENT AGENDA:

1. Approve a Budget Resolution Amending the Fiscal Year 2019 budget using General Fund Contingency, to cover pending fourth quarter invoice for general and auto insurance liability deductible charges. (19-464). (Administrative Services Director)

2. Approve a Resolution Amending the FY20 Budget, to Accept the Bullet Proof Vest Grant Award for $10,507 and the Project Transfer for the Expense. (19-484). (Chief of Police)

3. Approve a Resolution Amending the Fiscal Year 2020 Budget, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $22,166. (19-485). (Chief of Police)

4. Approve a Resolution and Authorize the City Manager to sign Local Agency Program Agreement with Florida Department of Transportation. (19-491). (Public Works Director)

5. Approve Participation in Cooperative Purchase Agreements for the Purchase of vehicles and equipment using the Sourcewell (Formerly NJPA) Contract #120716-NAF and the Florida Sheriffs Association contracts FSA19-VEH17.0 Heavy Truck and Equipment FSA19-VEL27.0 Pursuit, Administrative and other Vehicles contracts. (19-493). (Public Works Director)

6. Request approval of new administrative services agreement for ICMA-RC 457(b) and 401(a) Plan and agreements to add new Managed Account Services and Roth IRA plan options for employees. (19-494). (Administrative Services Director)

7. Authorization request for the City Manager to approve a purchase order to continue the services of Jerry Sansom, State Lobbyist, for FY19/20. (19-512). (Administrative Services Director)

*** MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Warner, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. PUBLIC HEARINGS:

None.

VIII. COUNCIL BUSINESS:

1. Seek Council direction to extend Resolution 2019-031 providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019 for an additional 90 days. (19-502). (Community Services Director)

Ms. Bunt explained the prior approval of the resolution and pointed out that as of October, 2019, 641 permits had been issued.

The hail storm did a lot of damage in the city as compared to hurricane related permits. She explained that with the hail storm, most damages were covered by insurance. Because of this, many contractor were not giving the fee waiver to the property owners because there was still a cost associated with them coming in, applying for permits, etc. Therefore, staff was not recommending to continue the waiver of fees.

Deputy Mayor Warner clarified that even though the City authorized the waiver, the contractors were still charging the waiver. Ms. Bunt answered in the affirmative and explained that their fee was usually more than permit costs.

Mayor Williams advised that he was waiting on four roofs to be done but has not even gotten to the permit process due to insurance issues.

Deputy Mayor Warner believed that anyone who had damage should have had it fixed by now.

Ms. Bunt advised that any applications in process would have the fee waived as the actual stop date is tomorrow.

* **No action as this will expire after six months if it is not extended.**

2. Seek Council direction to provide a “Local Government Area of Opportunity” for one of the two applicants seeking Florida Housing Finance Corporation’s (FHFC) 9% Low Income Housing Tax Credits Request for Applications (RFA). Staff recommends supporting Housing Trust Group (HTG). (19-503). (Community Services Director)

Ms. Bunt explained both projects and where each of the projects were located. She noted that in order for the applicant to qualify as a Local Government Area of Opportunity, the applicant must demonstrate a high level of local government interest in the project via an increased amount of Local Government contributions in the form of cash loans and/or cash grants. A proposed development may only qualify where a City pledges to contribute cash loans and/or cash grants for any

proposed development applying in the RFA in an amount enough to qualify as a Local Government Area of Opportunity.

Mr. Jason Larson, with Housing Trust Group, advised that he was in attendance to ask for support for their development "Orchid Lakes". He provided a presentation[2] and mentioned that they were proposing a 96-unit affordable rental community for seniors. This parcel is located at the southeast corner of Cocoa Lakes Drive and Michigan Avenue.

Mr. Larson shared the company's mission and provided a brief history and statistics of their company.

The total development costs will be around $19 million and the project would be financed with Federal Housing Tax Credits.

He provided a location of the proposed site as well as a conceptual site plan. Additionally, there would be a full range of amenities including a pool, shuffle board, etc.

The rental rates were discussed and he explained how the rates were determined. There would be sixty-six one bedroom/one bath units with rent between $319 and $623 per month and thirty, two bedroom/two bath units with rent ranging between $388 and $753 per month.

He noted their request from the city was a loan in the amount of $354,000, which would be second mortgage on the property. He also showed the benefits of the City being involved in this project.

An example of a development in Titusville was shown that would be comparable to Cocoa.

Mayor Williams asked if solar was included. In response, Mr. Larson stated those were features on the buildings but solar has been a little expensive. A LEED inspection is done and is required for some inspection requirements, but solar was a little expensive.

Mayor Williams thought the numbers would be a great return on investment and a great housing option for seniors.

[2] EXHIBIT A: Orchid Lake Presentation

Deputy Mayor Warner mentioned that there was a similar development with a two-year waiting list so it is needed in the community.

Mr. Larson added that staff has been great to work with and Deputy Mayor Warner pointed out with the success of Clearlake Isles it makes sense for another senior project.

Mr. Gabe Ehrenstein, with Arbor Valley Communities spoke about the project Retreat at Cocoa Commons and he, like Mr. Larson, stands in front of a lot of city commissions. He was struck by the passion that Council has for this city. He believes that the City was a unique community and he can hear the pride that Council has. He commended them and knows that staff and professionals are working hard.

He knows that there are issues such as affordable housing and homelessness in Cocoa. Furthermore, the problem is among those whom do not deserve these problems.

Mr. Ehrenstein provided a presentation[3] on their proposed project, "Retreat at Cocoa Commons" and provided an overview of the project. He pointed out that they work with seniors sixty-two and over versus fifty-five and over.

He provided a map of the location and pointed out that the location is near the Cocoa Commons Publix as well as a bank. He provided a development site plan that will have a club house and community room, with plenty of green space.

He showed the proposed elevations and mentioned that this would be a three-story elevation with siding.

Mr. Ehrenstein explained their method of income averaging and noted that by doing it this way allowed them to rent to people who were making slightly more and slightly less than the 60% income. Using this technique allows them to rent to those making up to 80%. They can also help those making as low as 30%.

Mr. Ehrenstein spoke about their focus on veterans and mentioned the amenities offered, including transportation for those who need it.

He added that they have done solar panels but agreed with Mr. Larson that they are extremely difficult to do in these types of developments.

[3] EXHIBIT B: Retreat at Cocoa Commons presentation

He provided a list of agencies they work with in regards to wellness, the community, and services.

Mr. Ehrenstein feels that this community has the people, income, and commuters to fill these homes.

He added that this will be a phased development with the second phase being townhomes. They were also asking the City for $354,000.

In closing, he provided an overview of their company. He advised that they were active in other states as well. He reiterated that this would be a good project for the community.

Greg Stohl, 2203 Salem Drive, Cocoa, thought this would be a stepping stone from independent living, to assisted, and then nursing home. He wished them luck on the projects. He felt that SR 524 was a good location and asked about the pedestrian crosswalk with the railroad crossing that is closed. He felt that all of the crosswalks needed to be looked into.

Mr. Wegerif advised that they were working with Brightline.

Miriam Moore, with the Brevard Homeless Coalition, was here with Mr. Larson. She mentioned that senior living is a huge component when preventing homelessness. There are people in the workforce who are struggling to make ends meet. Seniors do not have the luxury to improve their incomes. She was supporting this project as well as all affordable housing initiatives in Brevard County. She asked that Council support them as well.

Councilmember Boisvert would like to table this item in order to get more information from staff.

Ms. Bunt pointed out that the application cycle ends on November 5, 2019. They had met with Mr. Larson but did not have time to meet with the other developer; however, both projects are very similar.

Councilmember Boisvert thought that the development on SR 524 would be more convenient for seniors.

Mayor Williams likes the other location because it was not congested as SR 524.

Councilmember Goins asked staff's recommendation. In response, Ms. Bunt stated they were recommending Orchid Lake but liked both projects.

Deputy Mayor Warner did not think that they could go wrong with either project. She lives near the railroad tracks on Michigan Avenue and the worst thing was the noise. One reason she wanted to support the project on SR 524 was that this company has invested in the community. She reiterated that they would not go wrong with either and looked forward to whomever was chosen.

Ms. Bunt explained that the other applicant could still be awarded funding, as this was really based on a lottery.

* **MOTION by Deputy Mayor Warner; SECONDED by Councilmember Boisvert, to support project on SR 524.**

AYES: Warner, Boisvert, Goins
NAYES: Williams

THE MOTION CARRIED UNANIMOUSLY (3-1)

3. Provide staff direction on the reconstruction of the Dr. Joe Lee Smith swimming pool. (19-507). (Assistant City Manager)

Assistant City Manager Fuhrer provided a background on this item and advised that this was the only remaining public pool since the Pineda pool had been closed. He spoke about the kiddie pool in detail and according to Brevard Parks and Rec there was pretty low usage of the kiddie pool. There is a similar pool in Rockledge at McLarty Park. They eliminated the kiddie pool and made a viewing deck for parents. It is also an area where parties can be held since no food or drink is allowed in the pool area.

He discussed the total cost to resurface the pool, along an estimate to eliminate the kiddie pool. He agreed that there were pros and cons for both options.

Mayor Williams thought it would be best to eliminate the kiddie pool and install a heating system.

Deputy Mayor Warner agreed with Mayor Williams. She believed that if parents were not participating then the kiddie pool would be a waste. She thought the

idea of putting in a facility for families to have parties and a heated pool for seniors would be great. It might encourage more seniors to utilize the pool.

Councilmember Boisvert advised that the pool at Lost Lakes was heated. He concurred with the Mayor and Deputy Mayor.

Councilmember Goins disagreed and noted that this would be the only kiddie pool within twenty miles. He noted that you need to look at all investments for the future as well. He had a cousin die from drowning and stressed that many times the kiddie pool is the first step for children to learn how to swim.

He understood the financial issue but felt that a kiddie pool was important.

Mayor Williams stated it was not all about finances but when he was on the board with the YMCA the infants were taught in the Olympic size pool, not in the kiddie pool. It was easier for the instructors to assist the kids in the larger pool.

Councilmember Goins asked if a conversation could be held with Brevard Parks and Rec about having a program longer than just in the summer if the kiddie pool was taken away.

Deputy Mayor Warner agreed that there were some seniors who needed to learn how to swim and agreed that the program needed to be expanded.

Assistant City Manager Fuhrer agreed and mentioned that the new center would offer new uses and new opportunities.

He assured Council that he would have a conversation with Brevard Parks and Rec and would take this as their consensus, which was to eliminate the kiddie pool, and to add a heater to the pool, along with an area for parties, eating & drinking, etc.

4. Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual. (19-521). (Finance Director)

- **This item was tabled until the next meeting on November 13, 2019.**

IX. CITY BUSINESS:

1. Approve a Budget Resolution amending the Fiscal Year 2020 Budget to transfer funds from Stormwater Utility Contingency to Stormwater Infrastructure for the implementation of Fiske/Broadmoor Improvements, Water Quality-15 Floating Wetlands to Stormwater Ponds and the remaining account balance to Water Quality-20 Demuck/Dredge SR 520 Relief Channel. (19-495). (Public Works Director)

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Provide approval for the City to apply for Save Our Indian River Lagoon (SOIRL) Grant funds in the amount of $66,276 to implement water quality projects in the 10-year Stormwater Work Plan. (19-496). (Public Works Director)

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Provide approval for the City to apply for the 2019 Managing Community Forests Grant Program funds in the amount of $55,000 and to commit $55,000 towards the match requirements in the application to conduct a tree inventory, establish an urban forest master plan, and undertake a planting project to meet goals identified in the master plan over a three year period. In addition, approve a separate application submittal to apply for the 2019 Urban and Community Forestry Grant Program funds in the amount of $20,000 and to commit $20,000 towards the match requirements in the application to perform a tree survey of the City of Cocoa urban forests. (19-497). (Public Works Director)

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a resolution authorizing the City of Cocoa to apply for a FEMA Hazard Mitigation Grant through the Hazard Mitigation Grant Program - Hurricane Michael FEMA 4399-DR-FL for Slope Reinforcement at 859 Indian River Drive. (19-498). (Public Works Director)

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve a resolution authorizing the City Manager to Execute FEMA Hazard Mitigation Grant Applications through the Hazard Mitigation Grant Program - Hurricane Irma FEMA 4337-DR-FL for Drainage Projects - Fiske Blvd. and Broadmoor Acres, and for Utilities Project - Reconstruct Lift Station #1. (19-505). (Public Works Director)

Mr. Wegerif advised that this item was approved a year ago but a resolution was not included in the original item, so they had to bring it back to Council for approval.

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

6. Award Bid #B-20-04-COC, Lift Station #2 Panel Rehabilitation, Project No. WS20ST, to Parkit Construction Inc., of West Melbourne, Florida, in the Amount of $148,800; To Approve a Multi-Year Contract from FY2020 through FY2021; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $22,320 (15% of the Contract Amount) for a Total Project Cost of $171,120. (19-472). (Utilities Director)

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

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

X. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 09/30/2019. (19-468). (Finance Director)

2. Cocoa Police Department District Event Statistics for August, 2019. (19-488). (Chief of Police)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-508). (Finance Director)

4. FY 2019 Budget Adjustment Report. (19-509). (Finance Director)

XI. ADJOURNMENT.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of October 23, 2019.**

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:38 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk



Orchid Lake

A Proposed 96 Unit Affordable Rental Community for Seniors

EXHIBIT A: Orchid Lake Presentation

SUMMARY

Housing Trust Group, LLC
Principal: Matthew Rieger

- A multigenerational real estate development company with 20 years of experience
- A vertically integrated team to maximize our strength in all areas, including legal, financing, development, construction, management, compliance and asset management.
- Extensive experience with public/private partnerships in South Florida.

RECENT AWARDS





Housing Trust Group, LLC
Recent Awards:

Number 1 Affordable Housing Developer in Florida and Number 19 in the United States in 2018 according to Affordable Housing Finance Magazine

Courtside Apartments:
National Reader's Choice Award for Best Family Project, Affordable Housing Finance 2017

Fastest Growing Companies in 2016,
Real Estate Forum Magazine

Courtside Apartments:
Best Affordable Residential Project, 2017 South Florida Business Journal Structure Awards.

Village Place:
2017 NAHB Best of 55+ Affordable Rental Community

Listed as one of Inc. 5000's Fastest Growing Companies in 2018 and 2019.

Aviva in Mesa, Arizona won Best Garden Style Walk-Up Award for Multifamily Executive in 2019.

HTG

"Our mission is to provide, without compromise, the highest quality multifamily residential communities in a professional environment and ethical manner."



#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA

#19 AFFORDABLE HOUSING DEVELOPER IN THE US

RANKED BY AFFORDABLE HOUSING FINANCE

7,000 UNITS | **38** COMMUNITIES

BUILT OVER THE PAST 15 YEARS, WITH 7 NEW COMMUNITIES CURRENTLY UNDER CONSTRUCTION





9% • 4% • HUD • PPP

WE SPECIALIZE IN LEVERAGING ALL AVAILABLE SOURCES OF FUNDING, INCLUDING BOTH PUBLIC AND PRIVATE SECTOR RESOURCES

NAMED 2016 FASTEST GROWING COMPANIES
BY REAL ESTATE FORUM MAGAZINE

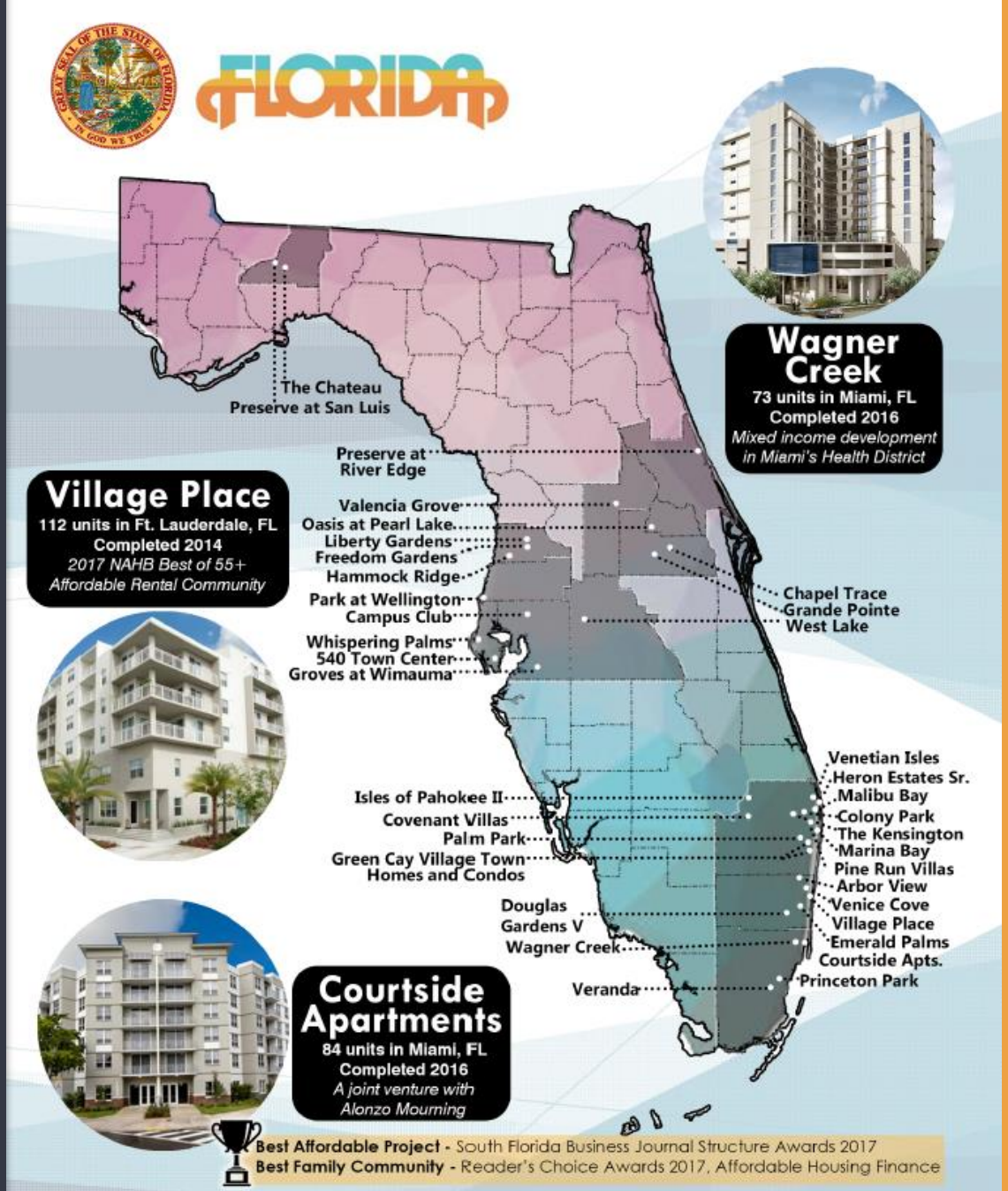


2018:
6 NEW COMMUNITIES
FUNDED BY FHFC

2019

This year we were awarded financing for developments in:

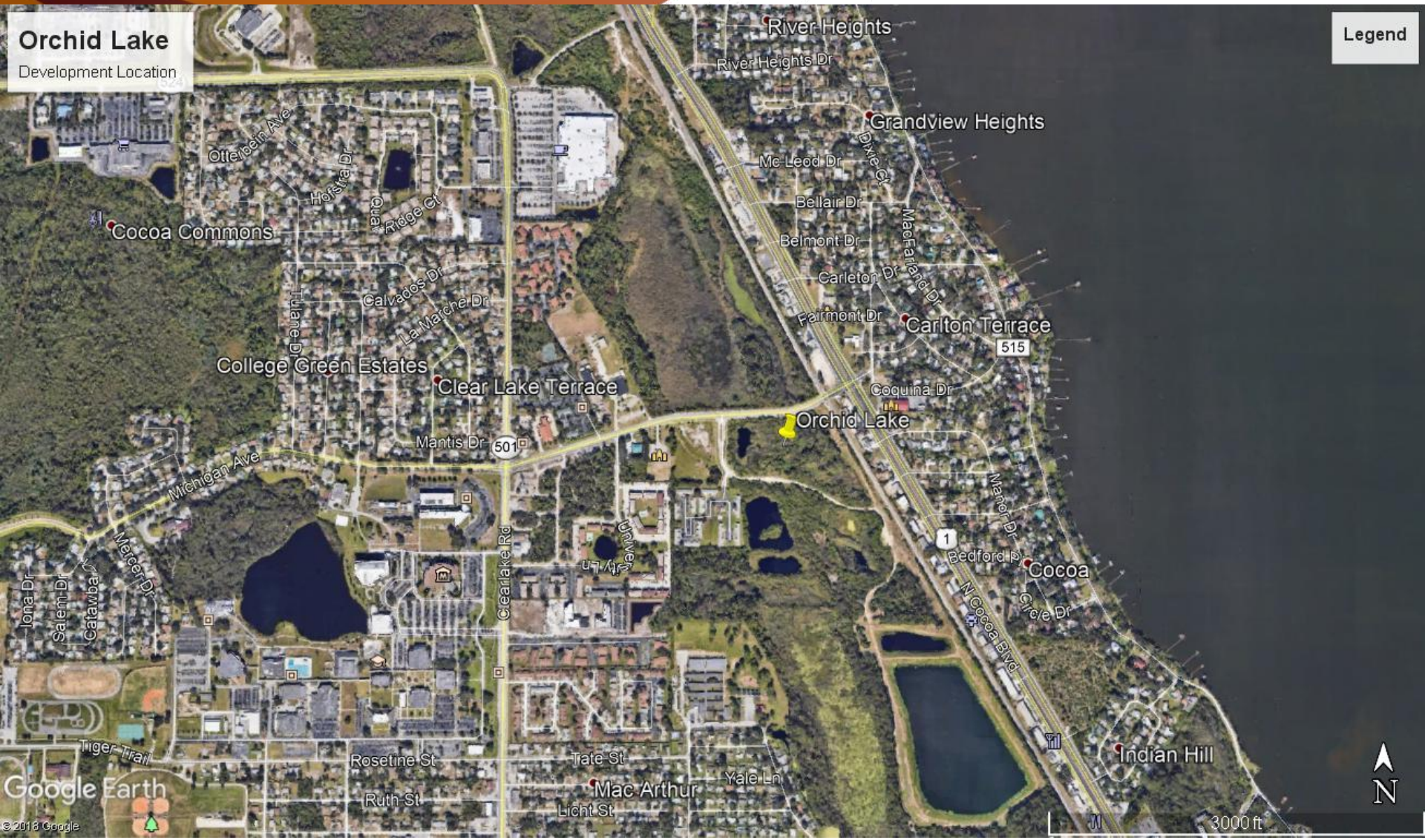
Tallahassee, Leon County
Ocala, Marion County
West Palm Beach, Palm Beach County
Riviera Beach, Palm Beach County
Hollywood, Broward County
Eustis, Lake County



We Are Proposing:

- **96 Unit** Affordable Rental Community for Seniors
- Total Development Costs of **$19 Million**
- Financed with **Federal Housing Tax Credits** Awarded through the State of Florida Allocating Agency

Location Map





ORCHID LAKE CONCEPTUAL SITE PLAN

Sample Elevation











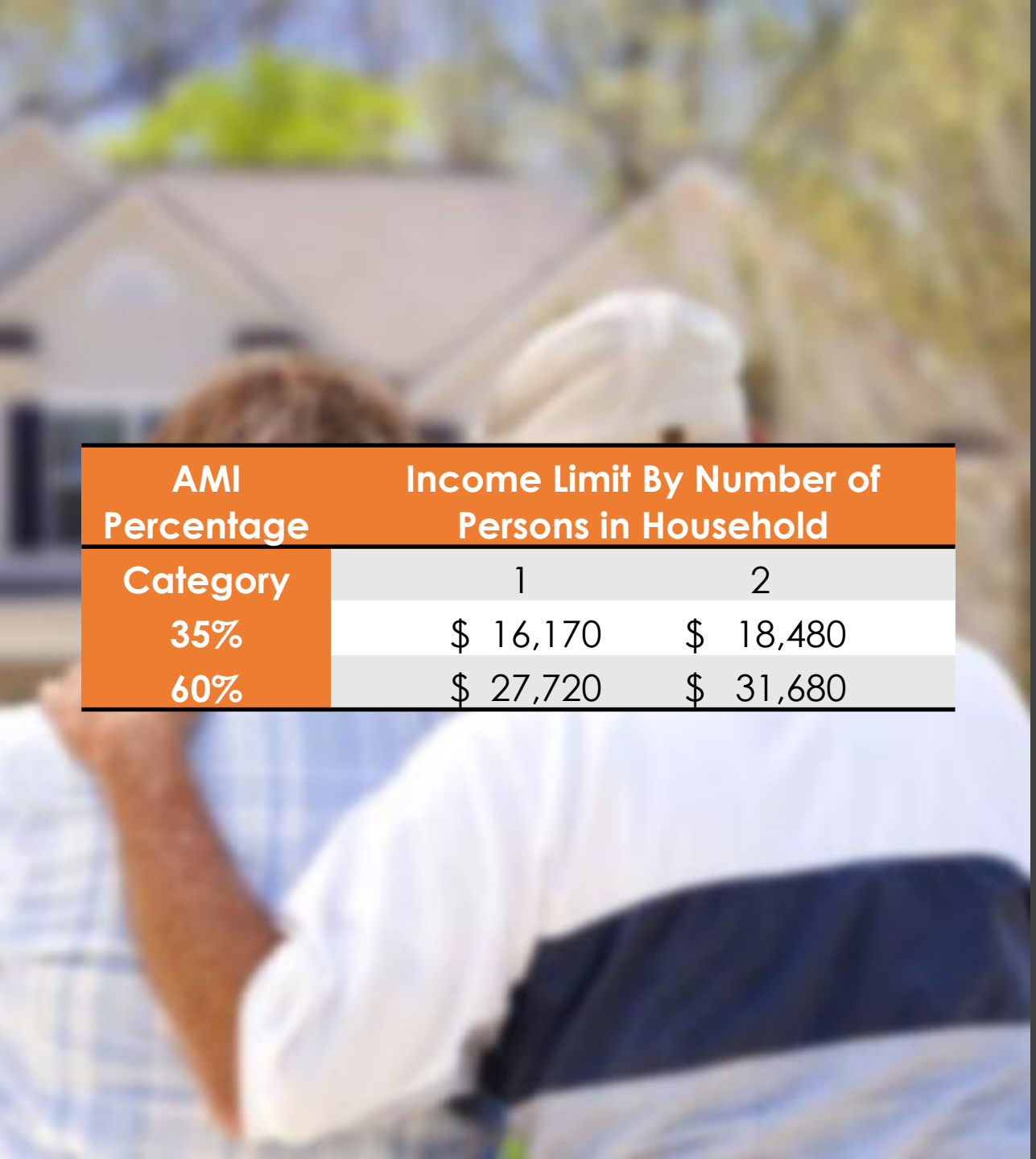
Amenities



Unit Size	# of units	Area Median Income Limit	2019 Rental Rate
1/1	59	60%	$636
1/1	7	35%	$327
2/2	27	60%	$768
2/2	3	35%	$396
Total	96		

Orchid Lake

2019 Brevard County Area Median Income: $65,900 for a Family of Four (4)



AMI Percentage	Income Limit By Number of Persons in Household	
Category	1	2
35%	$ 16,170	$ 18,480
60%	$ 27,720	$ 31,680

Orchid Lake

2019 Brevard County Area Median Income: $65,900 for a Family of Four (4)

Request for City of Cocoa Financial Involvement:

- A **Loan** from the City in the Amount of **$354,000**
- Second Mortgage on Property
- Payable to the Extent of Available Cash Flow

Benefits of City Involvement:

- Greatly increase the chances of Development being funded by the State
- Affordable Housing for Seniors – State requires a deed restriction for a period of 50 years
- **Approx. $592,000** to City and County in Permit and Impact Fees
- **Approx. $290,000** in Water/Sewer Capacity and Meter Fees to City
- **Approx. $40,000/year** in real estate tax revenue
- **Approx. $70,000/year** in water and sewer services from the City
- Enter into service contracts for lawn care, repair and replacement, etc. valued at approximately **$56,000/year with local vendors**
- Employ three persons with full time employment
- All water / sewer, impact, and building permit fees will be paid to the City prior to the issuance of a Certificate of Occupancy and before the funding of the loan from the City.



Example:

Luna Trails Senior Housing – 86 Units Titusville, FL



Example:

Douglas Gardens – 110 Units Senior Housing Pembroke Pines, FL

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.

Legislation Details (With Text)

File #:	20-4	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/12/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Minutes of the Marijuana Possession and Dispensary Workshop of October 29, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Marijuana Workshop Minutes.pdf Medical Marijuana Areas 10-29-19.pdf Exhibit 1 - Medical Marijuana Dispensaries.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 12, 2019
Agenda Date: January 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the Marijuana Possession and Dispensary Workshop of October 29, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Marijuana Possession and Dispensary Workshop of October 29, 2019, as written or with amendments.

MINUTES
CITY OF COCOA
MARIJUNANA POSSESSION & MEDICAL MARIJUANA DISPENSARY WORKSHOP
OCTOBER 29, 2019

A Special Meeting was held on Tuesday, October 29, 2019 in Council Chambers at City Hall, 65 Stone Street, Cocoa, Florida 32922 in order to hold a Marijuana Possession & Medical Marijuana Dispensary Workshop.

I. OPENING MATTERS

Mayor Williams Jr. called the meeting to order at 6:00pm.

Kenny Johnson, City of Palm Bay Council Member provided the invocation and Councilmember Goins led the assembly in the Pledge of Allegiance to the flag of the United States of America.

PRESENT:

Jake Williams Jr.	Mayor
Brenda Warner	Deputy Mayor
Don Boisvert	Councilmember
Alex Goins	Councilmember
Lorraine Koss	Councilmember
John Titkanich	City Manager
Matt Fuhrer	Assistant City Manager
Anthony Garganese	City Attorney

ABSENT:

STAFF PRESENT: Nancy Bunt, Community Services Director**;** Mike Cantaloupe, Police Chief; Dodie Selig, Planning & Zoning Manager; and Angela Essing, Senior Planner.

II. WORKSHOP TOPICS

A. Marijuana Pre-Arrest Discretionary Diversion Program

Assistant City Manager Fuhrer provided background regarding the program Cocoa is looking to implement for those found in possession of marijuana (20g or less), how the city could possibly implement such program, and how the new law has impacted marijuana-related arrests in Florida.

Chief Cantaloupe spoke on Cocoa PD's internal policy regarding physical arrests for marijuana possession. He explained with the new law, only marijuana that registers with a THC (Tetrahydrocannabinol) percentage higher than three percent (3%) is illegal, however, there is no test kit with FDLE (Florida Department of Law Enforcement) or with any agency in the state that can test for the THC level. He explained that as of July 1, 2019 he instructed his officers to not make any physical arrest for marijuana possession because the charge would not be prosecuted. Anything over twenty eight (28) grams will be taken and held as potential evidence for when they possess the equipment needed to test the THC level.

Discussion between Chief Cantaloupe and Deputy Mayor Warner regarding a hypothetical situation and what Cocoa Police Department's (CPD) response would be should someone be found with large amounts of marijuana or if someone was caught selling marijuana.

Chief Cantaloupe shared that Cocoa's K-9s are still fairly new and even though Brevard County Sheriff's Office (BCSO) has twelve (12) new K-9s, it doesn't mean Cocoa's K-9s are no longer effective. He explained that while you cannot un-train the dogs to not pick up marijuana scents, the dogs are still trained to pick up a variety of other drugs that are still illegal to possess i.e. cocaine, meth, etc.

Deputy Mayor Warner pointed out that even if a K-9 hits for marijuana and the officers find meth, the drugs are still taken off the street, which is the main point.

Chief Cantaloupe explained that the State Attorney's Office will still prosecute defendants who are found in possession of other drugs and he noted that it is important to establish case law to make a difference.

Councilmember Goins shared that Palm Bay has started their Civil Citation Program and introduced Kenny Johnson, Palm Bay Council Member, who explained the program more in-depth.

Councilmember Johnson explained what Palm Bay's Civil Citation Program entails. He shared that the State Attorney's Office gave them the green light to proceed with the program and explained how the city utilizes the program's three (3) strikes/violation policy. If you are found to be in possession of marijuana, the policy is enforced at the discretion of the Palm Bay Police. Policy Violation levels are as followed:

- First Strike: $150 fine or 15 hours of community service with Habitat for Humanity of Brevard County.

- Second Strike: $300 fine or 30 hours of community service with Habitat of Humanity Brevard.

- Third Strike: $500 fine and an outpatient treatment program at Specialized Treatment, Education and Prevention Services of Brevard County (STEPS).

Assistant City Manager Fuhrer added that the City of Cocoa Beach was the first city in the county to enact such a program and they have yet to issue a citation and noted a few things the city should be aware of.

Deputy Mayor Warner inquired if the citation would show up under public record.

City Manager Titkanich explained that the citation is public record and pointed out that if you were working in a drug-free workplace, even with a medical marijuana card, you would be held liable if cited and the citation may eliminate a person from job consideration.

Mayor Williams suggested holding off from enacting any programs until further direction from State Attorney Phil Archer is given.

Discussion between Deputy Mayor Warner, Chief Cantaloupe, and Palm Bay Councilmember Johnson regarding how citation records are kept.

City Attorney Garganese discussed the potential collateral consequences the city could face, should the city adopt a civil citation program. He also mentioned that marijuana possession is still illegal at the federal level, which potentially could create other problems with federal funding.

Assistant City Manager Fuhrer added they did research regarding if adopting the ordinance would prevent them from applying for federal grants and other consequences that could affect the city as a whole such as the Crime Report. Overall, he stated that the ordinance is not ready to be implemented right now.

City Attorney Garganese raised the point that by adopting such an ordinance, they would be faced with the question of whether or not to bring in a special magistrate, an attorney, or to simply just submit the cases to the Code Enforcement Board to be handled should someone contest a citation.

Deputy Mayor Warner felt that decision would depend on how many citations the city would write and how many citizens would contest it.

Councilmember Goins added that they could also look into the money from the citations possibly going towards Cocoa's PAL Program or other programs.

Palm Bay Councilmember Johnson noted they put their citation funds towards their Opioid Task Force.

Councilmember Koss and Chief Cantaloupe discussed drug-paraphernalia arrests.

Councilmember Koss suggested that the funds could go towards the Space Coast Recovery Center[1].

City Manager Titkanich suggested that a civil citation program should not be set up until more direction from the State Attorney's Office is received.

Deputy Mayor Warner asked if they could design a plan and not implement or agree on it until such direction from the State Attorney's Office is given. She emphasized she wanted to have an ordinance drafted and in place so they are able to implement it once they have direction.

Discussion was held regarding decriminalizing marijuana and the legality of it.

City Attorney Garganese commented that an ordinance could be worked on to have on standby for when the city is ready for it to be implemented.

City Manager Titkanich discussed possible consequences of having the civil citation program.

Chief Cantaloupe mentioned that Brevard currently has a juvenile civil citation program that is not only for drugs but also for misdemeanor crime. He explained that the civil citation program that they are wanting to implement would be no different except it is geared towards adults (18 years or older) and the adults would not go through Crosswinds nor be eligible to have records of citations sealed/expunged as they would be public record.

Discussion between Councilmember Koss and Chief Cantaloupe regarding if there was a way to not have the citation recorded.

Councilmember Goins added that after talking to the Commissioner in Ft. Lauderdale, he suggested to implement community service over fines because at least then they are giving back to the community.

Mayor Williams shared that overall, they want an ordinance ready and in place when the time is right to implement it.

B. <u>Regulation of Medical Marijuana Dispensaries</u>

[1] Mr. Johnson left the room at 6:43pm

City Manager Titkanich presented a PowerPoint[2] and provided the background[3][4][5][6]. He explained the statutes give the city two (2) choices regarding medical marijuana dispensaries which are to either 1) ban or 2) treat medical marijuana facilities as pharmacies for zoning purposes and he provided a summary of the statute (Fla. Stat. § 381.986)[7].

Discussion between Mayor Williams, City Attorney Garganese, and City Manager Titkanich regarding regulation of locations of pharmacies and if pharmacies outside the new zoning area would be grandfathered in. Discussion was also held regarding conforming and non-conforming pharmacies under the new zoning.

City Manager Titkanich presented the proposed zoning map showing where pharmacies would be allowed to be established and explained the zoning color codes.

Discussion between Deputy Mayor Warner and City Manager Titkanich on the clarification of dispensaries being allowed in residential zoning areas.

Deputy Mayor Warner inquired what the Council is being asked to consider regarding the presented zoning map.

City Manager Titkanich replied that the question before them is if they want to lift the current ban on medical marijuana dispensaries or to continue the ban.

Mayor Williams commented that decision would require some thought.

City Manager Titkanich discussed the Orlando dispensaries and how they are set up with their business.

Deputy Mayor Warner pointed out that she would like to keep the ban in place until Council has a chance to discuss where the dispensaries can be placed and would prefer the dispensaries to be inside city limits, so that they can be controlled.

Mayor Williams added on to Deputy Mayor Warner's point by explaining why he voted for the ban originally.

Discussion between Mayor Williams Jr., Deputy Mayor Warner and City Manager Titkanich regarding lifting the ban, dispensary reciprocity/distance requirements, and the process being dependent on an applicant.

---

[2] Potential Medical Marijuana Areas Based on Zoning for Pharmacies
[3] Brenda Warner left the room at 6:55pm
[4] Anthony Garganese left the room at 6:56pm
[5] Anthony Garganese re-entered the room at 6:57pm
[6] Brenda Warner re-entered the room at 6:58pm
[7] Exhibit 1: Medical Marijuana Dispensaries Handout

Councilmember Koss noted that she would like to see the ban lifted. She then inquired what the basis is for treating the dispensaries as pharmacies.

City Manager Titkanich explained that the dispensaries are medical facilities just as CVS or Walgreens are with their pharmacies inside. He also explained if they lift the ban then it affects where to place pharmacies and dispensaries.

Discussion was held regarding how long an ordinance would take to draft and discussion of cultivation.

City Attorney Garganese stated that the city does not have a say in cultivation, it is up to the state.

Councilmember Goins asked if they will be going over the locations during a Council meeting.

City Manager Titkanich explained that once they fix the maps, give a copy of the new maps to Council, meet with the City Attorney to put together an ordinance, show the proposed ordinance to Council to allow staff to submit an application to the Planning & Zoning Board where that board will give their recommendation and then once that recommendation is made, it will be brought back to Council for another discussion.

Deputy Mayor Warner requested staff contact the new pharmacy owner who purchased property on US 1 across the street from the Sushi Market, to inform them of the process they are talking about tonight as it may affect their business.

Jeri Blanco, Cocoa Planning & Zoning Board Member, encouraged Council to carefully consider where they are allowing dispensaries to be placed as a courtesy to future generations as to not negatively affect residents in that area.

A Cocoa Citizen asked for clarification regarding if the medical marijuana dispensaries are for only for dispensing and not cultivating.

City Manager Titkanich confirmed that it is just dispensing and stated cultivating is regulated through state law.

The Cocoa citizen followed up with the question of who would do inspections of the dispensaries.

City Manager Titkanich stated that appointment of inspectors are delegated through the state, as cities do not have the authority to choose.

Discussion between Councilmember Koss and City Manager Titkanich regarding medical marijuana dispensaries being a cash business and the requirements that are associated with it.

Discussion was held between the citizen and City Manager Titkanich regarding the application process for the dispensaries.

Further discussion was held between Aleck Greenwood, 640 Brevard Ave., Cocoa, and City Manager Titkanich regarding if the city can designate a location for cultivation.

Mr. Greenwood expressed that there is a lot of research that needs to be done and suggested a research trip to Colorado to collect feedback from established dispensaries there.

C. ADJOURNMENT

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins to adjourn the workshop.**

AYES: WILLIAMS, WARNER, BOISVERT, GOINS, KOSS

MOTION PASSED UNAMIOUSLY

There being no further business the workshop was adjourned at 7:38pm.

_____

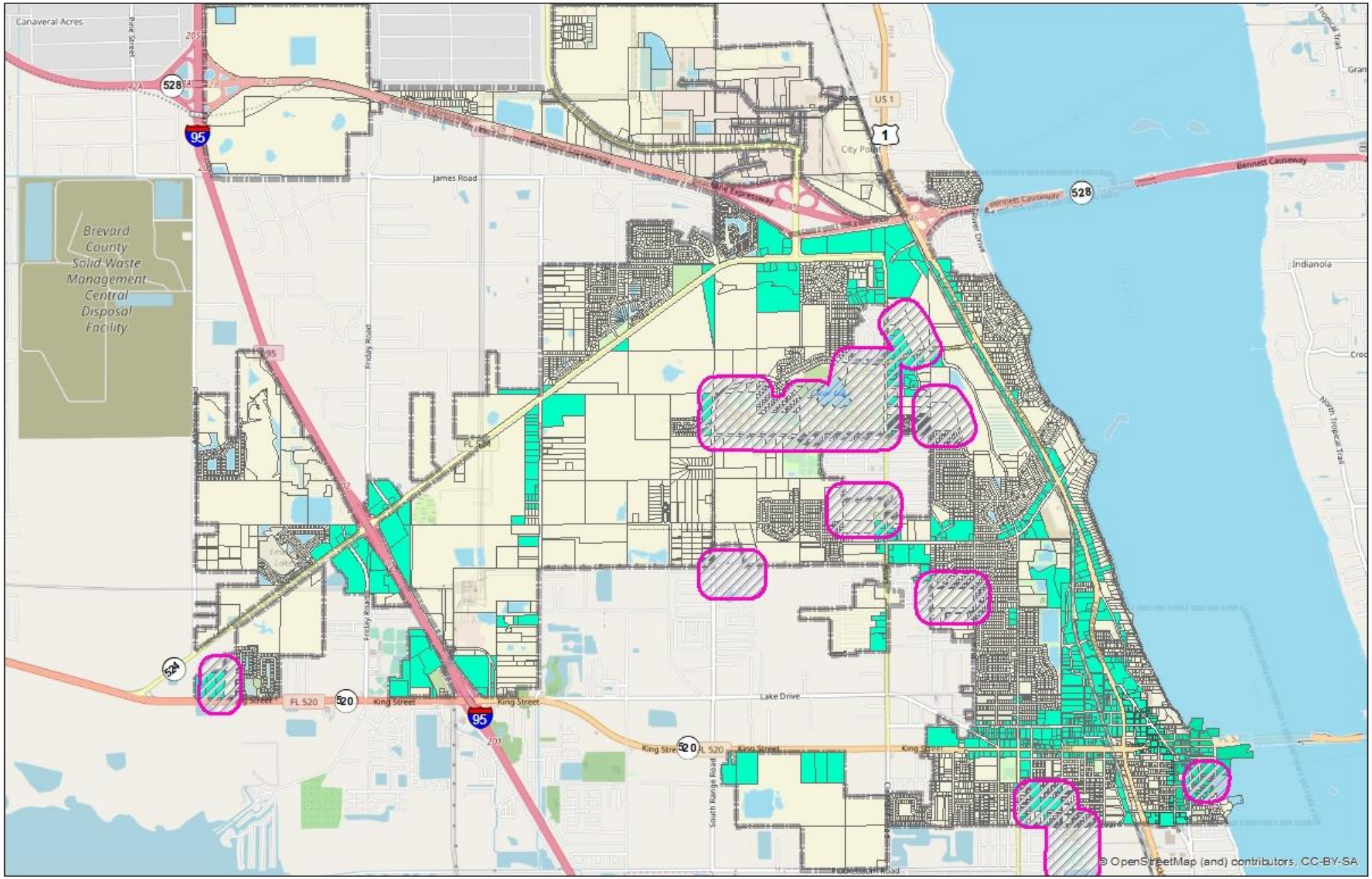
Jake Williams Jr., Mayor

Respectfully Submitted By:

_____

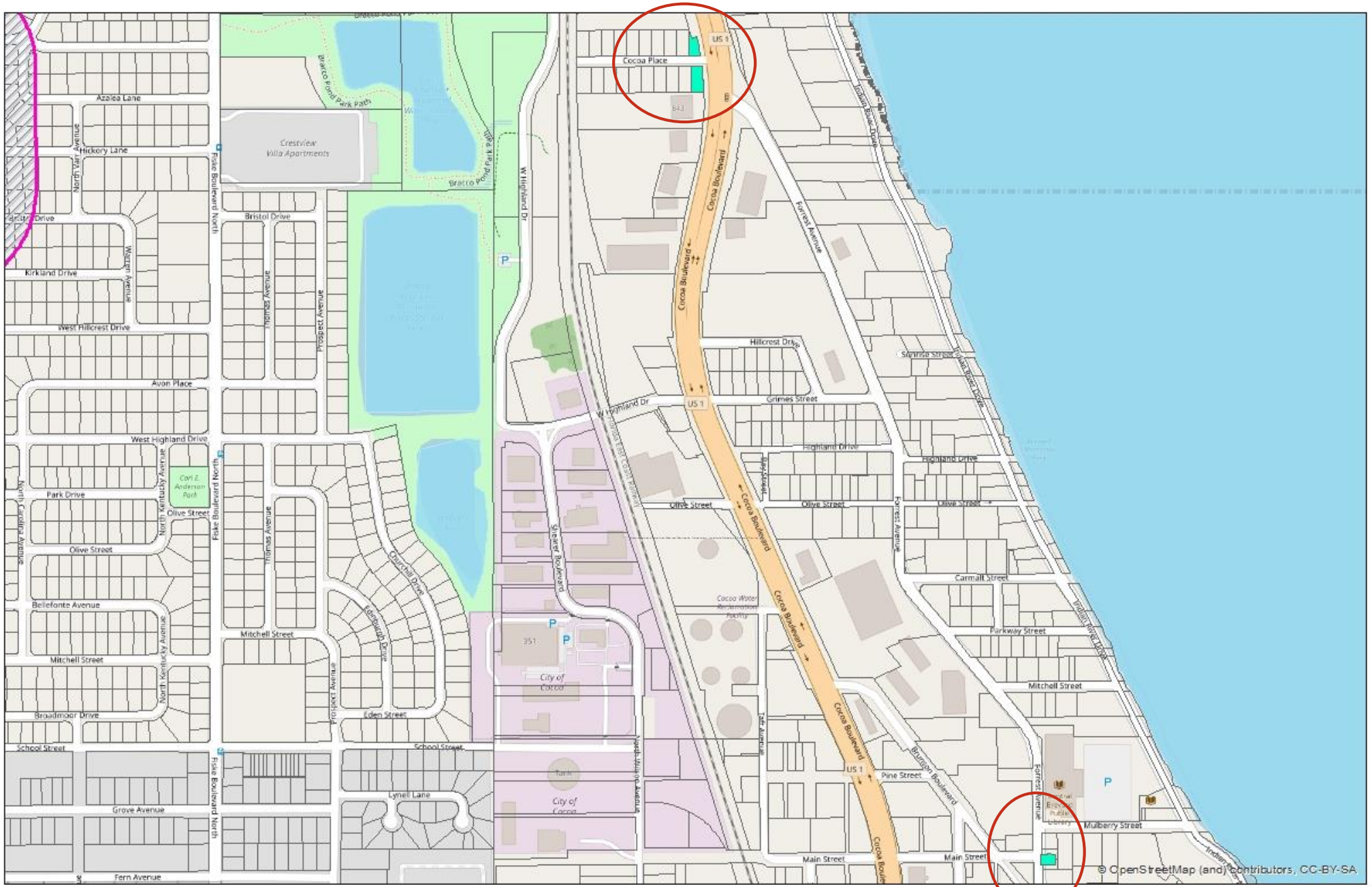
Courtney Jackson, Recording Secretary

Potential Medical Marijuana Areas Based on Zoning for Pharmacies



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

- 500' of a School
- M-I Light Industrial and Warehouse District
- C-W Wholesale Commercial
- C-G General Commercial
- C-C Core Commercial Districts
- CBD-CVO Central Business District Waterfront District
- CBD Central Business District
- C-N Neighborhood Commercial
- C-R Restricted Commercial District
- P-S Professional, Office and Services District
- R-P Residential Professional District
- City Parcels
- Waterbody
- Cocoa City Limits



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

R-P Residential Professional District — *3 Parcels*

500' of a School

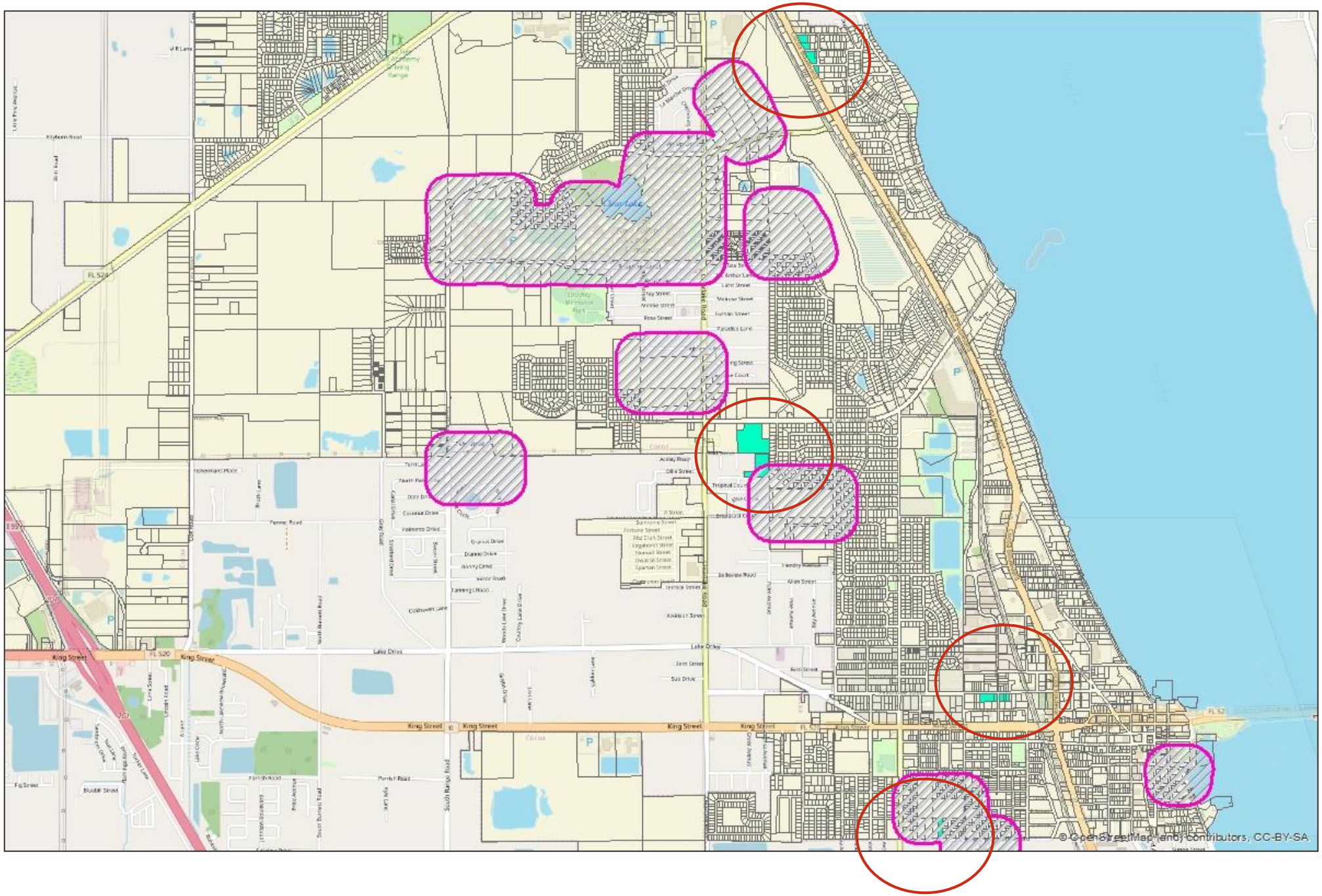
City Parcels

Waterbody

Cocoa City Limits

0 225 450 900 Feet

COCOA FLORIDA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

500' of a School

P-S Professional, Office and Services District

12 Parcels

City Parcels

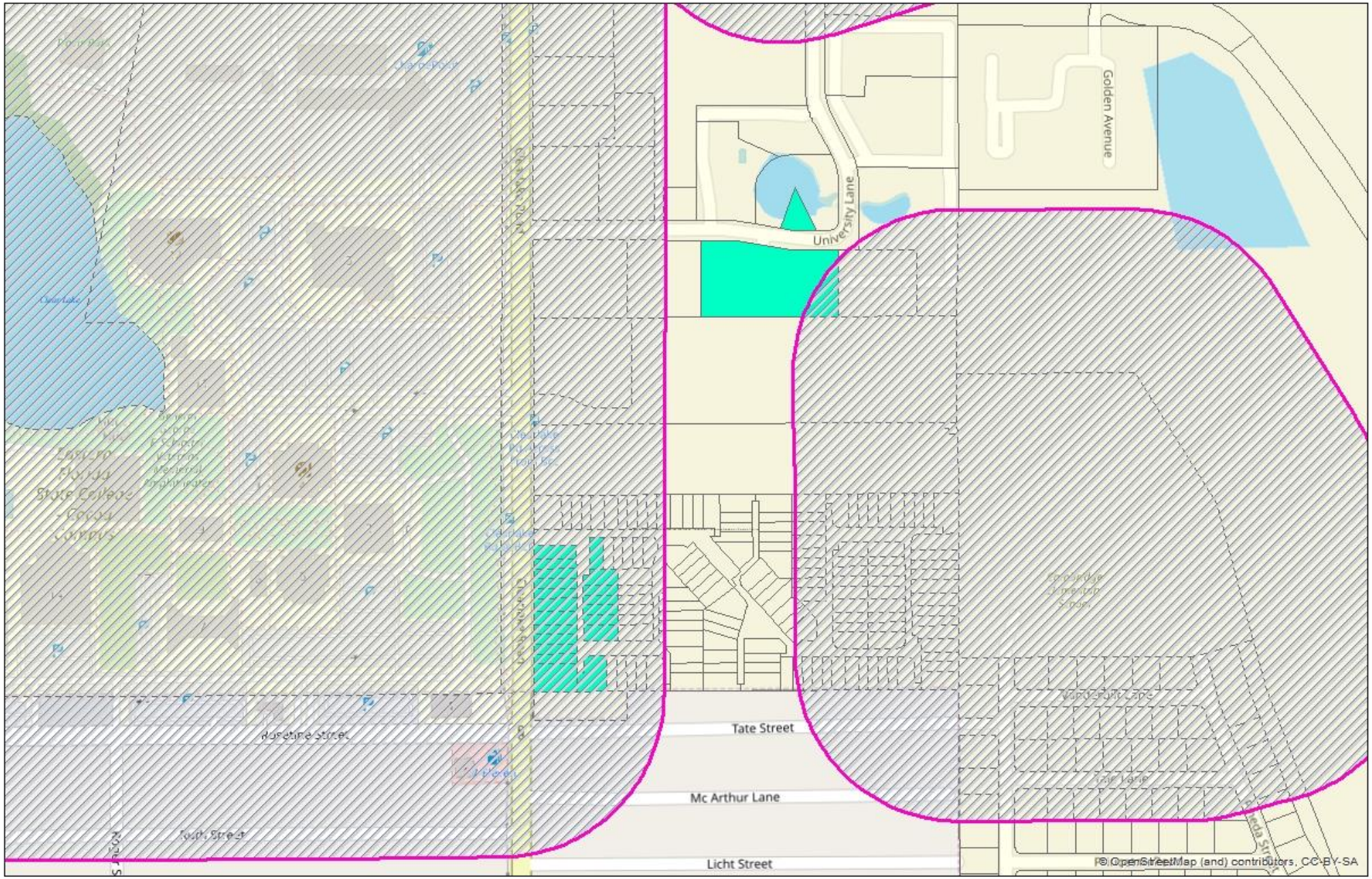
Waterbody

Cocoa City Limits

0.5

Miles

COCOA FLORIDA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

500' of a School

C-R Restricted Commercial District

53 Parcels

City Parcels

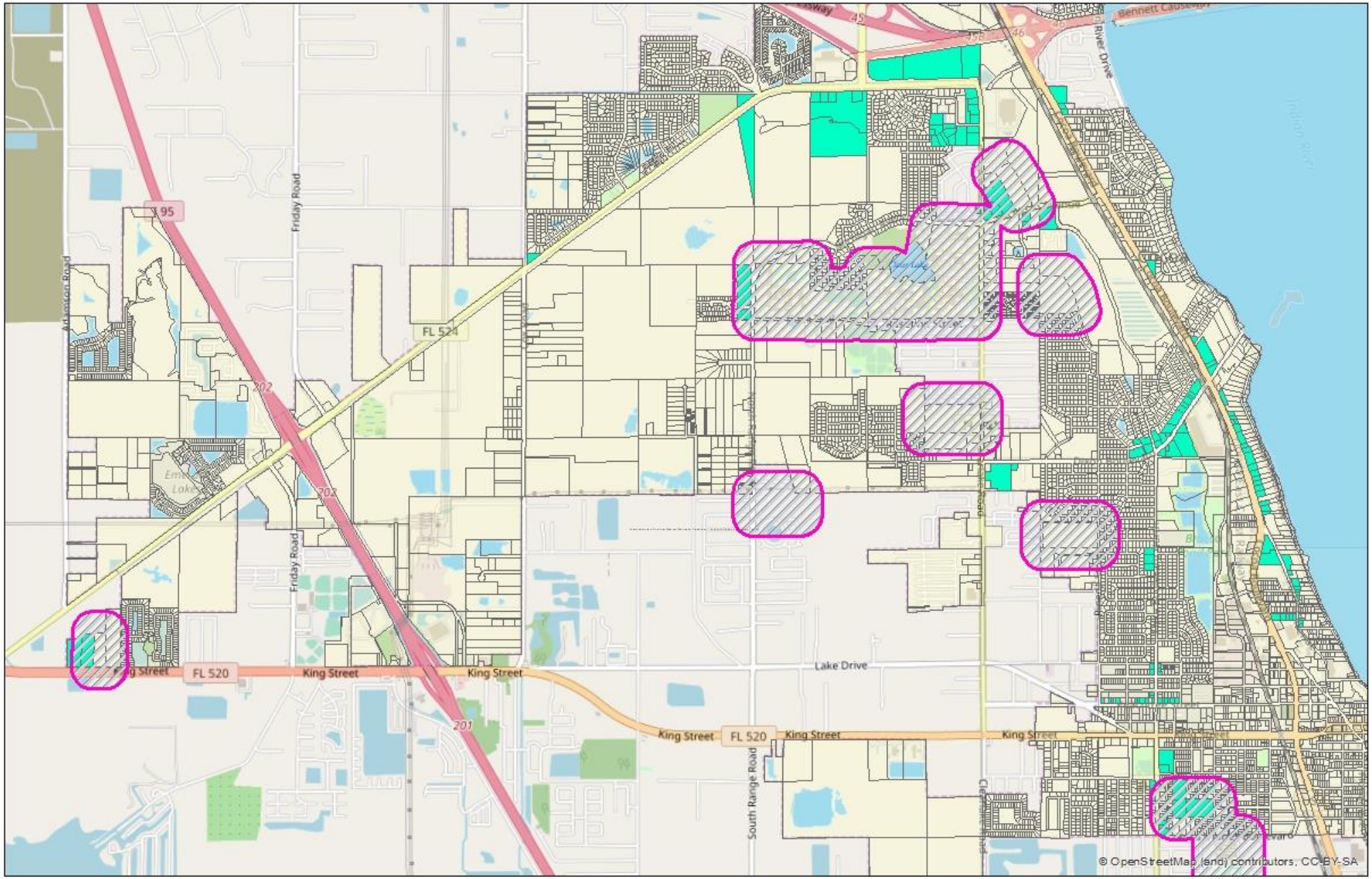
Waterbody

Cocoa City Limits

500

Feet

COCOA FLORIDA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

500' of a School

C-N Neighborhood Commercial — *223 Parcels*

City Parcels

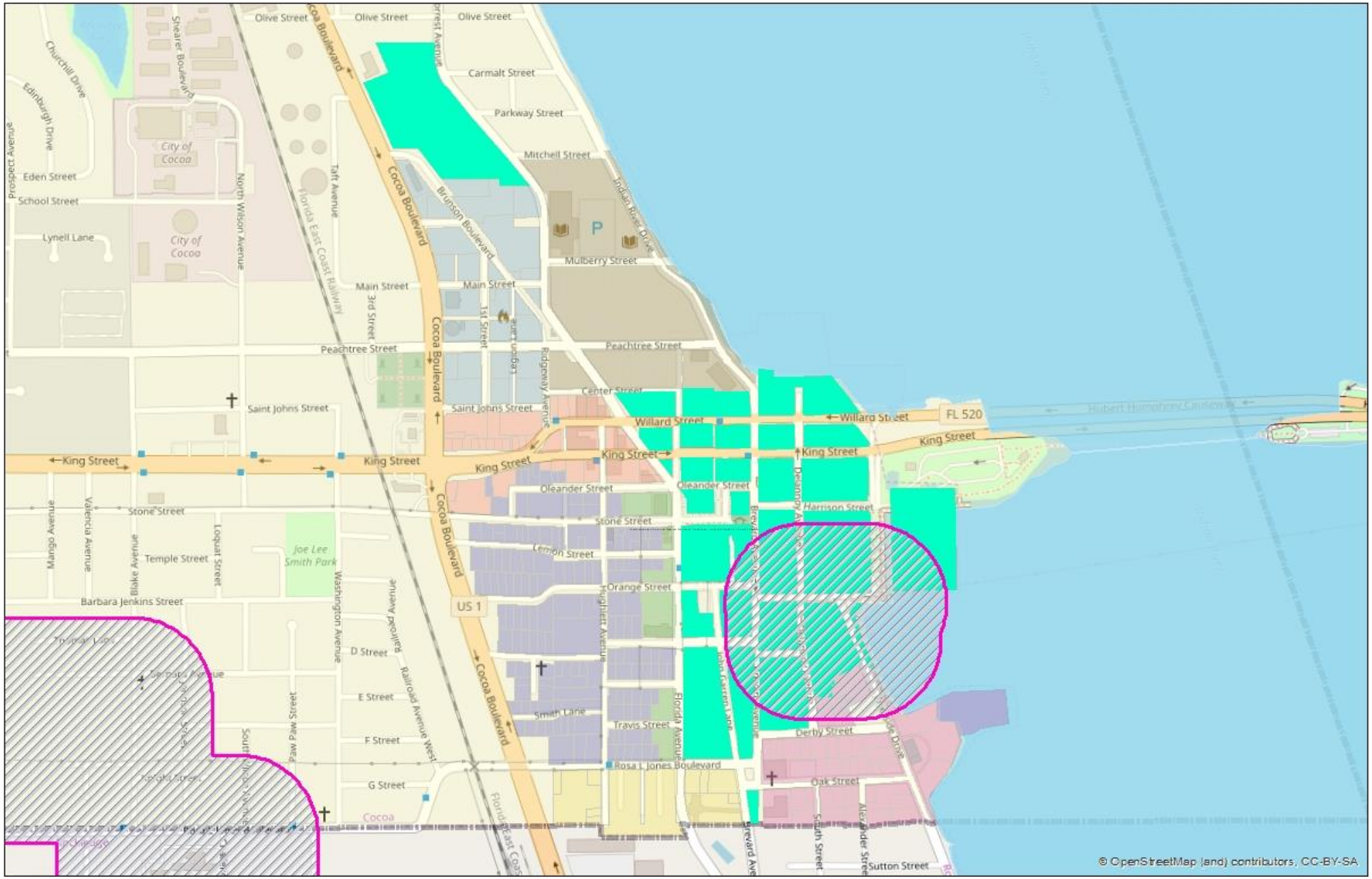
Waterbody

Cocoa City Limits

1

Miles

COCOA FLORIDA

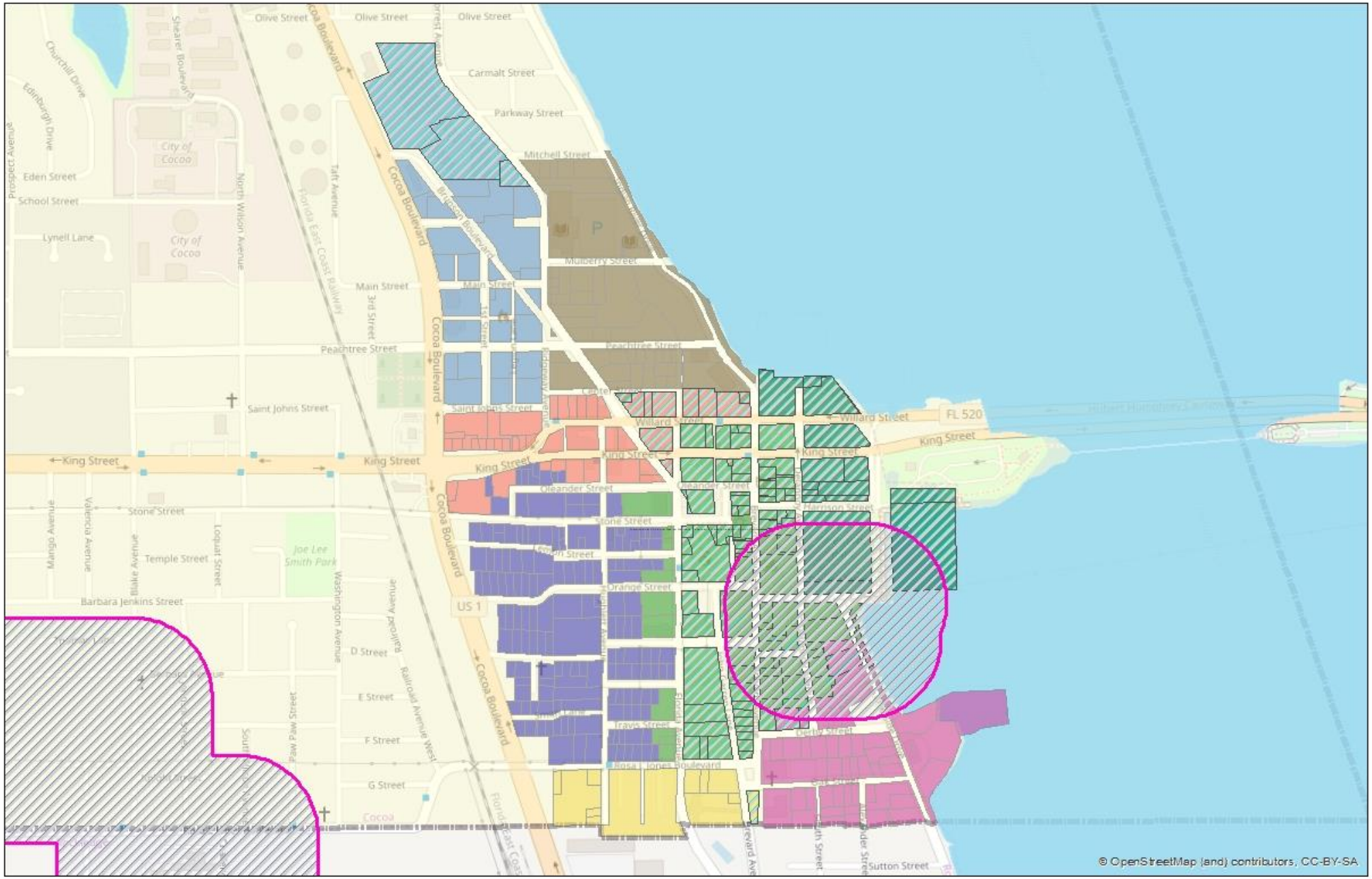


Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning In The Cocoa Waterfront Overlay District

- 500' of a School
- CBD, CBD-CVO, C-G
- Cocoa Village
- Heart of Cocoa
- King/Willard Corridor
- North of Village
- South End
- South of the Village
- Uptown Neighborhood
- Waterfront
- Waterbody
- Cocoa City Limits

0 700 1,400

Feet



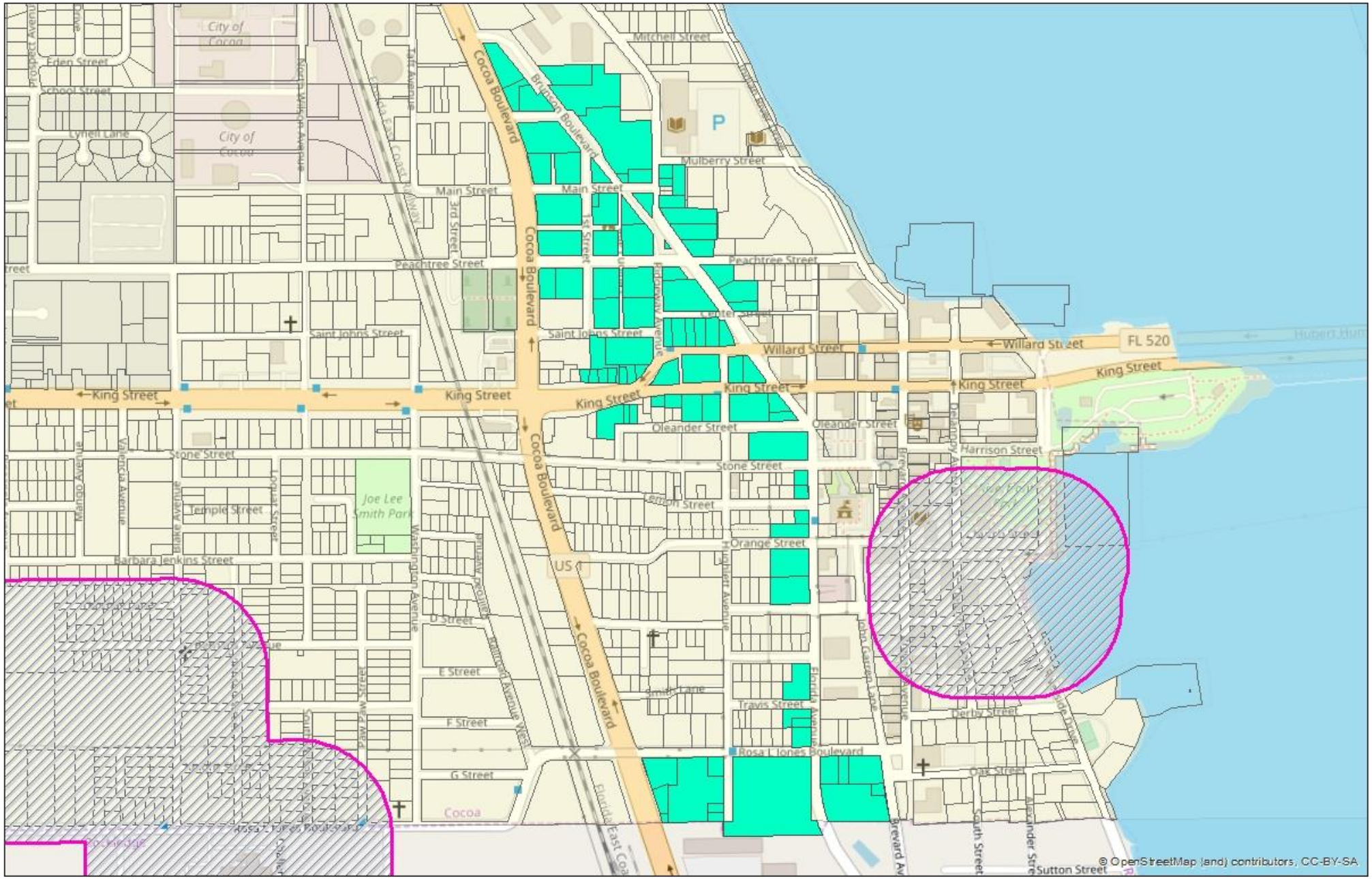
Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning In The Cocoa Waterfront Overlay District

- 500' of a School
- CBD, CBD-CVO, C-G
- Cocoa Village
- Heart of Cocoa
- King/Willard Corridor
- North of Village
- South End
- South of the Village
- Uptown Neighborhood
- Waterfront
- Waterbody
- Cocoa City Limits

0 700 1,400

Feet

COCOA FLORIDA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

500' of a School

C-C Core Commercial Districts — *92 Parcels*

City Parcels

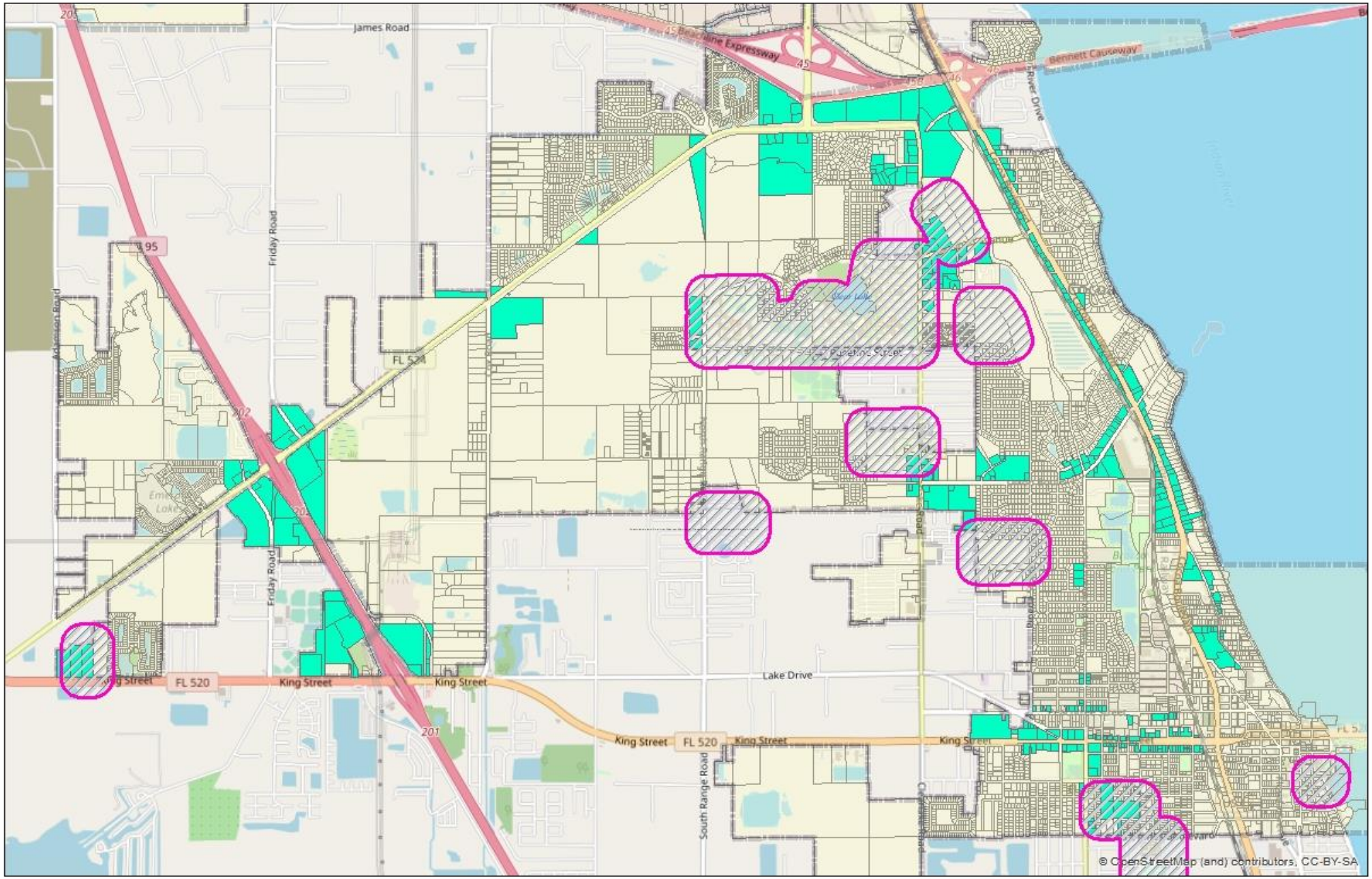
Waterbody

Cocoa City Limits

0 300 600 1,200

Feet

COCOA FLORIDA



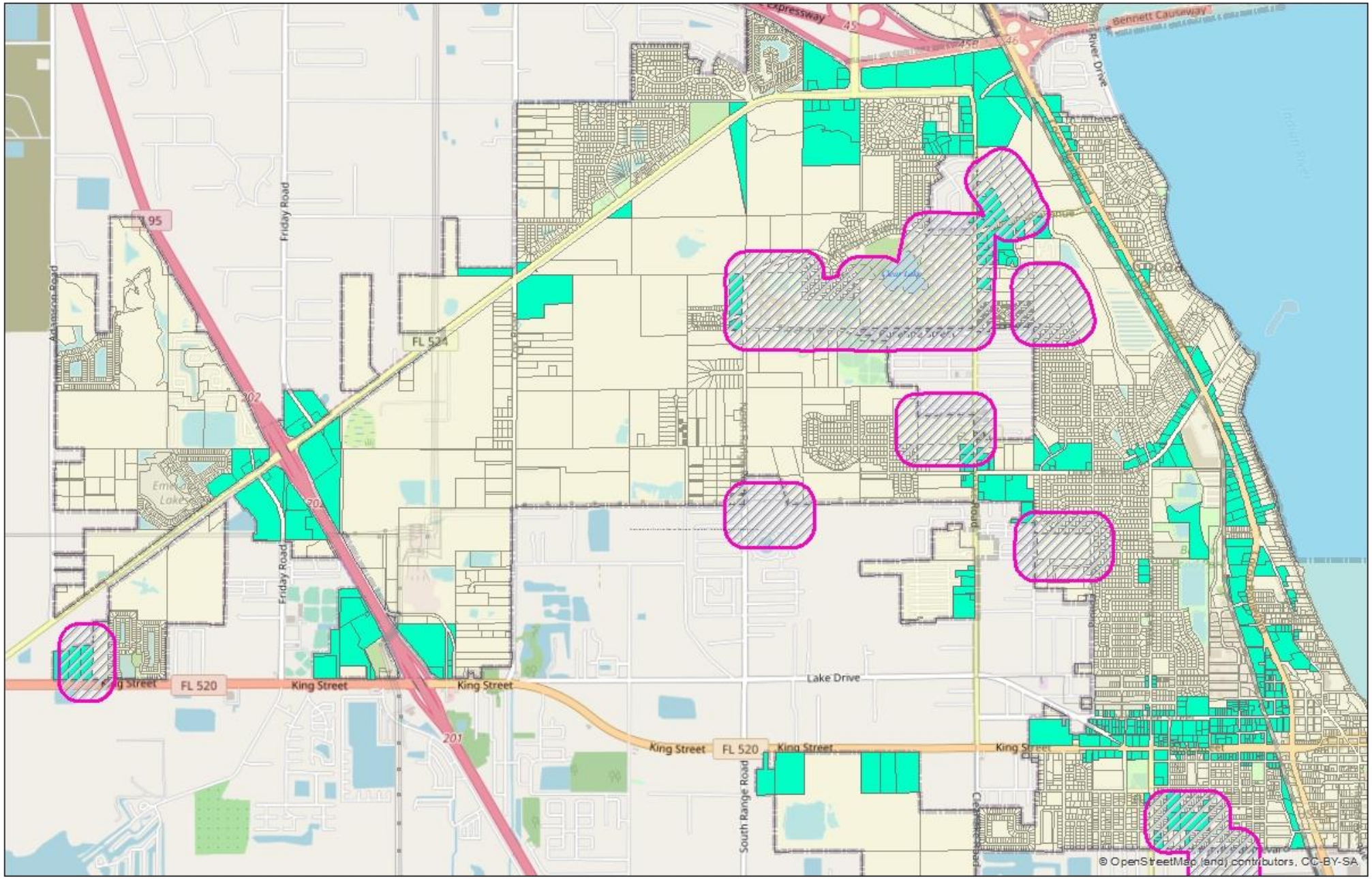
Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

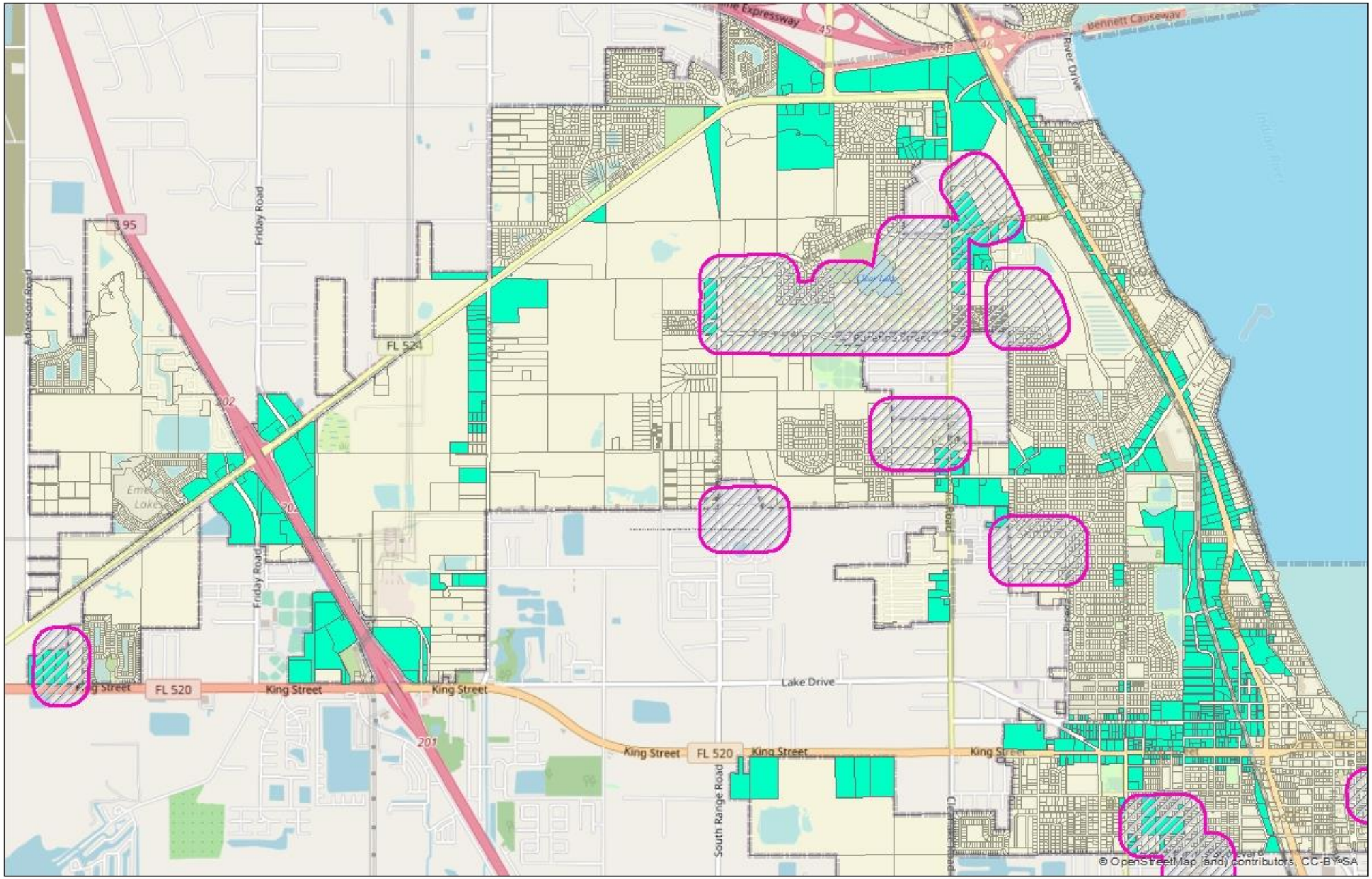
500' of a School		
C-G General Commercial	*262 Parcels*	
C-N Neighborhood Commercial	*223 Parcels*	
P-S Professional, Office and Services District	*12 Parcels*	
City Parcels		
Waterbody		
Cocoa City Limits		

1

Miles

COCOA FLORIDA


Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning
500' of a School
C-W Wholesale Commercial 171 parcels
C-G General Commercial 262 Parcels
C-N Neighborhood Commercial 223 Parcels
P-S Professional, Office and Services District 12 Parcels
Waterbody
City Parcels
Cocoa City Limits
1
Miles
COCOA FLORIDA
Bennett Causeway
River Drive
Friday Road
Adamson Road
FL 524
FL 520
King Street
Lake Drive
South Range Road
© OpenStreetMap (and) contributors, CC-BY-SA



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning

- 500' of a School
- M-I Light Industrial and Warehouse District — *57 Parcels*
- C-W Wholesale Commercial — *171 parcels*
- C-G General Commercial — *262 Parcels*
- C-N Neighborhood Commercial — *223 Parcels*
- P-S Professional, Office and Services District — *12 Parcels*
- Waterbody
- City Parcels
- Cocoa City Limits

1

Miles

COCOA FLORIDA

MEDICAL MARIJUANA DISPENSARIES

The City may not enact regulations relating to permitting or location of dispensing facilities that are more restrictive that its ordinances permitting or determining the locations for pharmacies licensed under Chapter 465.

Section 381.986, F.S. – Medical use of Marijuana

An applicant for approval as a dispensing organization must be able to demonstrate: The ability to secure the premises, resources, and personnel necessary to operate as a dispensing organization. An approved dispensing organization must, at all times, maintain compliance with the criteria demonstrated for selection and approval as a dispensing:

1. To ensure the safety and security of its premises and any off-site storage facilities, and to maintain adequate controls against the diversion, theft, and loss of low-THC cannabis, medical cannabis, or cannabis delivery devices, a dispensing organization shall:
    a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; or
    b. Maintain a video surveillance system that records continuously 24 hours each day and meets at least one of the following criteria:
        (I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms;
        (II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points;
        (III) Recorded images must clearly and accurately display the time and date; or
        (IV) Retain video surveillance recordings for a minimum of 45 days or longer upon the request of a law enforcement agency.
2. Ensure that the organization's outdoor premises have sufficient lighting from dusk until dawn.
3. Establish and maintain a tracking system approved by the department that traces the low-THC cannabis or medical cannabis from seed to sale. The tracking system shall include notification of key events as determined by the department, including when cannabis seeds are planted, when cannabis plants are harvested and destroyed, and when low-THC cannabis or medical cannabis is transported, sold, stolen, diverted, or lost.
4. Not dispense from its premises low-THC cannabis, medical cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.
5. Store low-THC cannabis or medical cannabis in a secured, locked room or a vault.
6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times.
7. Require each employee to wear a photo identification badge at all times while on the premises.
8. Require each visitor to wear a visitor's pass at all times while on the premises.
9. Implement an alcohol and drug-free workplace policy.
10. Report to local law enforcement within 24 hours after it is notified or becomes aware of the theft, diversion, or loss of low-THC cannabis or medical cannabis.

To ensure the safe transport of low-THC cannabis or medical cannabis to dispensing organization facilities, independent testing laboratories, or patients, the dispensing organization must:

1. Maintain a transportation manifest, which must be retained for at least 1 year.
2. Ensure only vehicles in good working order are used to transport low-THC cannabis or medical cannabis.
3. Lock low-THC cannabis or medical cannabis in a separate compartment or container within the vehicle.

4. Require at least two persons to be in a vehicle transporting low-THC cannabis or medical cannabis, and require at least one person to remain in the vehicle while the low-THC cannabis or medical cannabis is being delivered.
5. Provide specific safety and security training to employees transporting or delivering low-THC cannabis or medical cannabis.

Rule 64-4.002 – Initial Application Requirements for Dispensing Organizations.
Each applicant is required to submit an application to the Department of Health and must be accompanied with written documentation relating to each of the following criteria:

1. The ability to secure the premises, resources, and personnel necessary to operate as a dispensing Organization. Please address the following items, and include a sketch or other illustration:
2. Description of the methods proposed for the dispensing of Derivative Products, including the following:
   a. Accessibility of dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway, not in a high crime area, et cetera,
   b. Proximity of dispensing facilities to patient populations; and,
   c. Alternative dispensing, e.g. delivery.
3. A list of current and proposed staffing, including,
   a. Position, duties and responsibilities,
   b. Resume; and,
   c. Professional licensure disciplinary action in all jurisdictions.
4. 13. An organizational chart illustrating the supervisory structure of the proposed Dispensing Organization,
5. Plans and procedures for loss of key personnel,
6. Plans and procedures for complying with OSHA regulations for workplace safety; and,
7. Relationship(s) with an independent laboratory(ies) with cannabis testing protocols and methods.
8. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.
9. Floor plan of each facility or proposed floor plans for proposed facilities, including the following: locking options for each means of ingress and egress, alarm systems, video surveillance, name and function of each room, and layout and dimensions of each room.
10. Storage, including the following: safes, vaults, and climate control
11. Diversion and trafficking prevention procedures,
12. A facility emergency management plan,
13. System for tracking low-THC source plant material throughout cultivation, processing, and dispensing,
14. Inventory control system for low-THC cannabis and Derivative Products,
15. Policies and procedures for recordkeeping,
16. Vehicle tracking and security systems,
12. Methods of screening and monitoring employees,
13. Personnel qualifications and experience with chain of custody or other tracking mechanisms,
14. Personnel reserved solely for inventory control purposes,
15. Personnel reserved solely for security purposes,
16. Waste disposal plan,
17. Plans for the recall of any Derivative Products that have a reasonable probability of causing adverse health consequences based on a testing result, bad patient reaction, or other reason; and
18. Access to specialized resources or expertise regarding data collection, security, and tracking.

Statutory Cap on Number of MMTCs
On July 9, 2019, the 1st DCA granted a temporary injunction brought by an MMTC applicant, finding that the vertical integrated structure compelled by Florida Statute was unconstitutional. For the City's purposes, the important consequence of this ruling is that the statutory caps on the number of MMTCs were likewise found to be unconstitutional. The caps previously severely restricted the total number of MMTCs that could be licensed by the ate. The Florida Supreme Court has accepted review of this case.

Legislation Details (With Text)

File #:	19-649	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/4/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Minutes of the Utilities Workshop of November 5, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-05-19 Stormwater Utility Workshop.pdf Exhibit A - Utilities Workshop Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2019
Agenda Date: January 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the Utilities Workshop of November 5, 2019, 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 Utilities Workshop of November 5, 2019, as written or with amendments.

MINUTES
CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
UTILITIES WORKSHOP

November 5, 2019

A Utility Workshop was held on Tuesday, November 5, 2019, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the workshop to order at 5:45 p.m.

Councilman Goins provided the invocation. Mayor Williams led the assembly in the Pledge of Allegiance.

Present:	Jake Williams Jr.	Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Matt Fuhrer	Assistant City Manager
	John Titkanich	City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Brenda Warner	Deputy Mayor
	Anthony Garganese	City Attorney

Other Staff Members Present:

Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Chris Collier, Assistant Utilities Director; and Jack Walsh, Utilities Director.

David Prather and Wesley Park, members of the Utilities Advisory Board, were also in attendance.

II. WORKSHOP TOPICS:

1. System Overview:

Jack Walsh, Utilities Director, provided a presentation[1] regarding the Utilities Department. He explained potable water as follows:

[1] Exhibit A: Utility Presentation

- 250 square miles of service area
- Regional System serving multiple jurisdictions
- Port St John to Pineda Causeway
- Mainland to Cocoa Beach, Cape Canaveral, Merritt Island
- Port Authority
- 3 Federal Installations
- NASA
- CCAFS
- PAFB
- 84,000 service connections serving approximately ~250,000 customers
    - Plant permits –31 mgdground, 8.8 mgdsurface water

Mr. Walsh shared a map of the City's potable water service area. He explained sanitary sewer and shared the following:

- 15 square miles
- City of Cocoa limits
- 6,000 service connections
- Plant Permitted Capacity 4.5 MGD
- 78 Miles of Gravity Sewer // 47 Miles Force Mains
- 1600 manholes
- 53 Lift stations

Mr. Walsh briefly discussed the reclaimed water system and pointed out that it is fifteen square miles, has seventy-four miles of pipe, is within the City of Cocoa limits only and has two thousand two hundred and twenty one service connections.

2. <u>Water Operations Activities:</u>

Mr. Walsh shared statistics in water field operations from FY18-FY19 which includes work done by City staff, various assessments and repairs that were performed. Additionally, in FY20, annual programs will be continued and there will be data base management and refinement.

3. <u>Sewer Operations:</u>

Mr. Walsh shared the sewer field operations activities from FY18-FY19, including assessments and repairs.

Mr. Collier added that several consultants have come in to perform assessments and they have all acknowledged that the City's system is in great shape.

Mr. Walsh mentioned the sewer field operations activities for FY20 which include continuing the slip lining program, performing manhole assessments and a gravity system cleaning. Mr. Walsh pointed out the FOG program which will continue in FY20. The FOG

program mitigates fats, oils and greases. Additionally, in FY20, new businesses will be tracked through the Development Review Committee (DRC) process, certified letters for cleaning will be required, the FOG data base will be built in GIS and staff will be visiting businesses to develop relationships.

Mr. Walsh explained the current status of reclaimed water. There is a slow and steady growth of reclaim connections and the reclaim utilization rate is at about ninety-six percent. The reclaim system is in balance with plant influent.

4. <u>Septic to Sewer:</u>

Mr. Walsh explained septic to sewer, a large project coming up. He shared that the "Save Our Indian River Lagoon" has funding available for areas "J" and "K". The scope and tasks will include geotechnical, surveying and engineering which will be addressed by Bussen Engineering Group. It will take approximately ten months for plans and a community meeting will be necessary and is anticipated to be held sometime in February or March of 2020.

Furthermore, funding was discussed for septic to sewer. Mr. Walsh shared the following:

- SJRWMD Cost Share
    - District Wide
        - 33% funding construction costs
        - $1.5M max per year
            - AWS/conservation
            - Flood
            - Natural systems
            - Water Quality/ nutrient loading
                - located within 0.25 miles water body (o.5 in 2021)
                - local ordinance enforceable
                - 50% commitment or better
- SRF Loans
    - Low interest loans for infrastructure projects
        - Loan, not a grant
        - Interest rates are below market
        - 20 year loan
        - Repayments starts after completion of the project
            - credit for Davis Bacon and American Iron
        - Requires facility master plans
        - More extensive engineering, needs alternatives
        - Certified payroll during construction,
        - 2% loan fee
        - Planning, Design or Construction can qualify

Mr. Walsh mentioned the benefits of SOIRL. The capital cost of the main line construction (gravity mains, lift stations, road repairs) will be covered by the SOIRL. Potential overages

or underestimated costs can potentially be covered and impact fees to new customers can be covered by SOIRL. Service line connections, septic removals can also be covered by SOIRL through a reimbursement by the County to the homeowner. He explained, however, that there are some potential challenges of SOIRL. He noted that money is allocated but is always subject to funding availability. City of Cocoa customers could be held liable for portions of mainline construction if not enough people connect and City of Cocoa customers could be held liable for the O&M costs in future if not enough people connect. Reimbursements available to customers today may not be available in future years, so connecting as soon as the project is complete is critical.

Mr. Walsh pointed out the City's current Sewer Policy, referencing the Code of Ordinances Chapter 22, Article I, Section 22-3(C) and Section 22-9(E).

Mr. Walsh asked Council to provide direction on developing an enforcement on the current policy which states that three hundred sixty-five days are given to connect, however there is no current consequence for violations. In response, Mayor Williams noted that he'd like to see what State law says. It was decided that the language in the current policy that notes three hundred and sixty-five days are given to connect may need to be reconsidered.

Councilwoman Koss added that she'd like to see what the economic burden would be and if there are options for funding.

Mr. Walsh provided several options for consideration:

- Charge customers the readiness to serve fixed fee
- Create a penalty for non-compliance
- What if County seeks return of cash due to non-compliance?
    - No minimum percentage to connect has been established
    - Who pays for this impact?

5. <u>Capital Project Summary:</u>

Mr. Walsh provided an update on the North Tropical Trail looping improvements. This is located on two areas of North Tropical Trail and one area of Chase Hammock road. The project is currently eighty-nine percent complete and the anticipated substantial completion date is November 29, 2019. This was a bond-funded project.

He shared that the Reactor Clarifier #1 Effluent Pipe Replacement Project is located at the Dyal Water Treatment Plant. It is currently eighty-six percent complete and is a bond-funded project.

Furthermore, the Groundwater Filters #1 and #4 Rehab project is underway and is also located at the Dyal Water Treatment Plant. It is twelve percent complete and the anticipated substantial completion date is February 28, 2020.

Mr. Walsh explained that the Cidco Tank Ladder repair is located on Cidco Road in Cocoa. The achieved substantial completion date was October 14, 2019. The Sludge Valves replacement project is located at the Sellers Water Reclamation Facility with an anticipated substantial completion date of December 18, 2019.

The Michigan Avenue FM and Reclaim project, Marlin Manor WM Improvements project, Pineda Water Main Crossing project and SR 520 Water Main Improvements project are all in design. The construction contract is anticipated to be awarded in spring, 2020 for all projects.

6. Future:

Mr. Walsh shared what's coming in the future. He discussed advanced metering infrastructure and shared that a study and financial analysis was completed by Jacobs Engineering, Inc. The City is looking to enhance customer service access, minimize misreads, etc. A schedule will be determined based on funding and city wide Enterprise Platform changes.

Additionally, there is the Patrick Airforce Base and Kennedy Space Center Infrastructure Privatization:

- RFQ for water and sewer on hold by Federal Government
- Letters of Interest requested and submitted
- Significant costs to prepare and RFQ ~ $1.5M
- May require significant staffing changes and organizational changes for the utilities system

Councilmember Koss asked what the benefit to the City would be. In response, City Manager Titkanich explained that it would be a fifty year contract and there would be a margin involved.

Lastly, Mr. Walsh pointed out the Cocoa Utilities Capital Improvement Program Dashboard on the City's website. Information is readily available for anyone who may be interested to see project updates and various other information.

Councilmember Koss mentioned the America's Water Infrastructure Act and asked if the City had a resiliency plan in place. In response, Mr. Walsh stated no but that it would be completed in time to meet the deadline in March 2020.

Councilmember Koss inquired about the amount of money the City makes from late fees on water bills. In response, Ms. Bowman explained that when staff made changes to the utility handbook it was determined that although a considerable amount of money was being collected from late fees, it was mostly being used to cover the constant costs of sending staff back and forth to the properties.

III. ADJOURNMENT:

*** MOTION by Councilman Boisvert; SECONDED by Councilman Goins to adjourn the Utilities Workshop.**

AYES: Williams, Boisvert, Goins, Koss

MOTION PASSED (4-0)

The Workshop adjourned at 7:42 p.m.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)

Utilities Workshop
11/5/19

John A. "Jack" Walsh, P.E.
Utilities Director
City of Cocoa

Exhibit A: Utilities Presentation







24 hours a day

7 days a week

365 days a year

Team Cocoa

COCOA
FLORIDA

ONE TEAM – ONE MISSION

Agenda

- System Overview
  - Potable Water
  - Sanitary Sewer
  - Reclaimed Water
- Water Operations Activities
  - Hydrants
  - Backflows
  - Repairs
- Sewer Operations
  - Gravity – manholes, pipes
  - Other Maintenance – cleaning, camera, slip lining, force main assessment
- Reclaimed Water
- Septic to Sewer
  - Policy discussion
- Capital Project Summary
- Future
  - AMI
  - PAFB and KSC
- Questions

COCOA FLORIDA

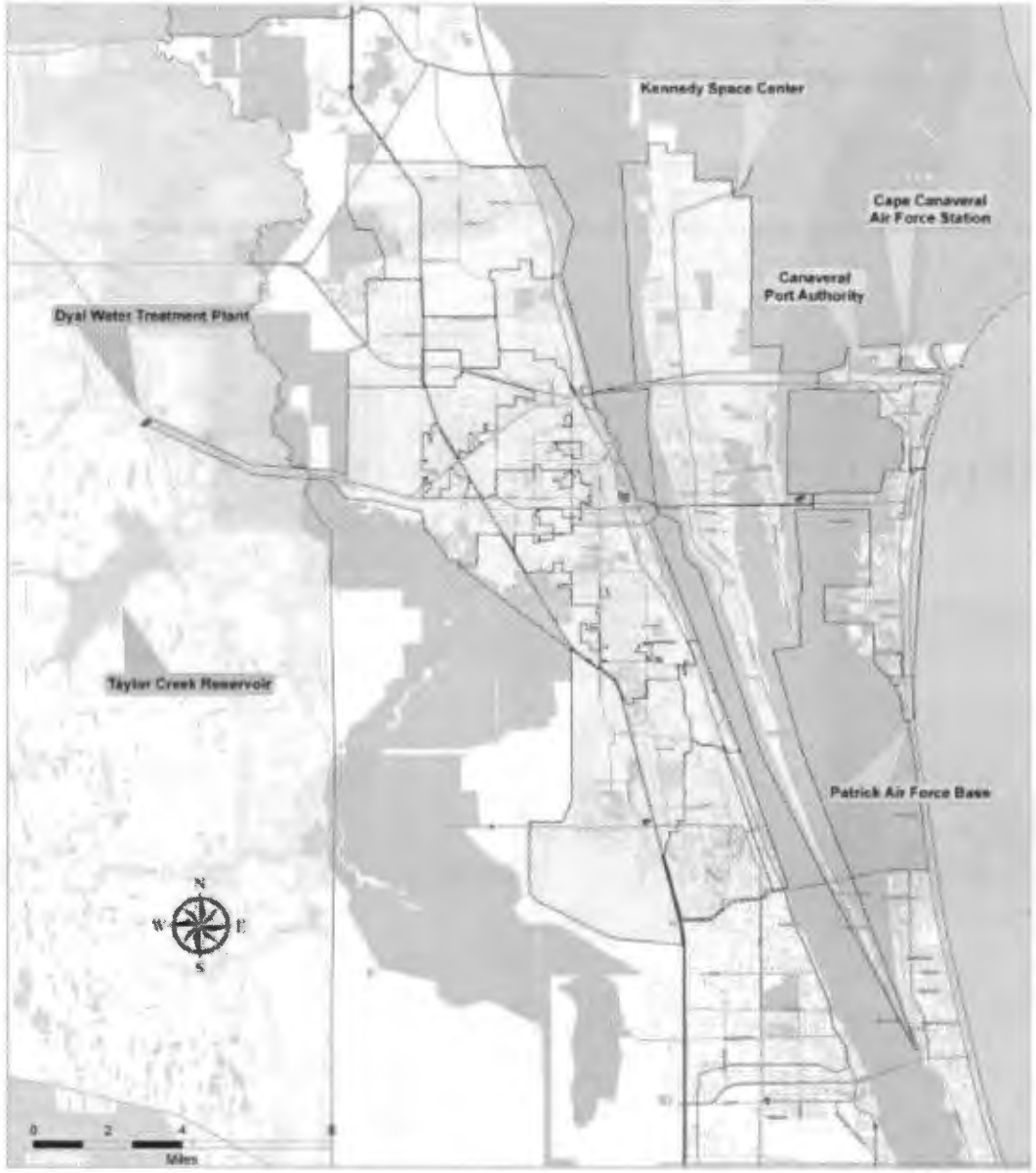
System Overview

- Potable Water
  - 250 square miles of service area
  - Regional System serving multiple jurisdictions
  - Port St John to Pineda Causeway
  - Mainland to Cocoa Beach, Cape Canaveral, Merritt Island
  - Port Authority
  - 3 Federal Installations
    - NASA
    - CCAFS
    - PAFB

  84,000 service connections serving approximately ~250,000 customers

  Plant permits – 31 mgd ground, 8.8 mgd surface water

COCOA FLORIDA



City of Cocoa Potable Water Service Area

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for verifying the accuracy of all data contained herein.

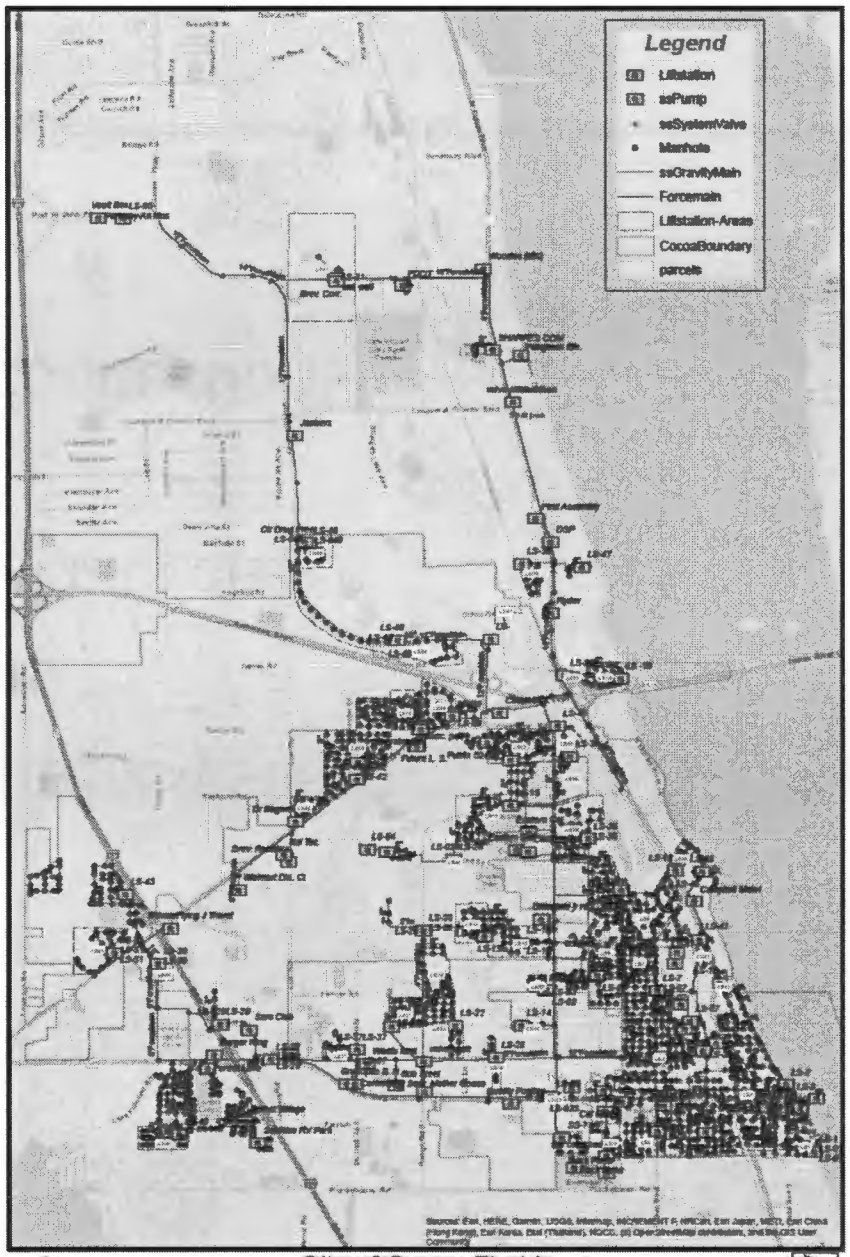
COCOA FLORIDA

System Overview



- Sanitary Sewer
  - 15 square miles
  - City of Cocoa limits
  - 6,000 service connections
  - Plant Permitted Capacity 4.5 MGD
  - 78 Miles of Gravity Sewer // 47 Miles Force Mains
  - 1600 manholes
  - 53 Lift stations

System Overview Map



City of Cocoa Florida
Sanitary Sewer System 2019

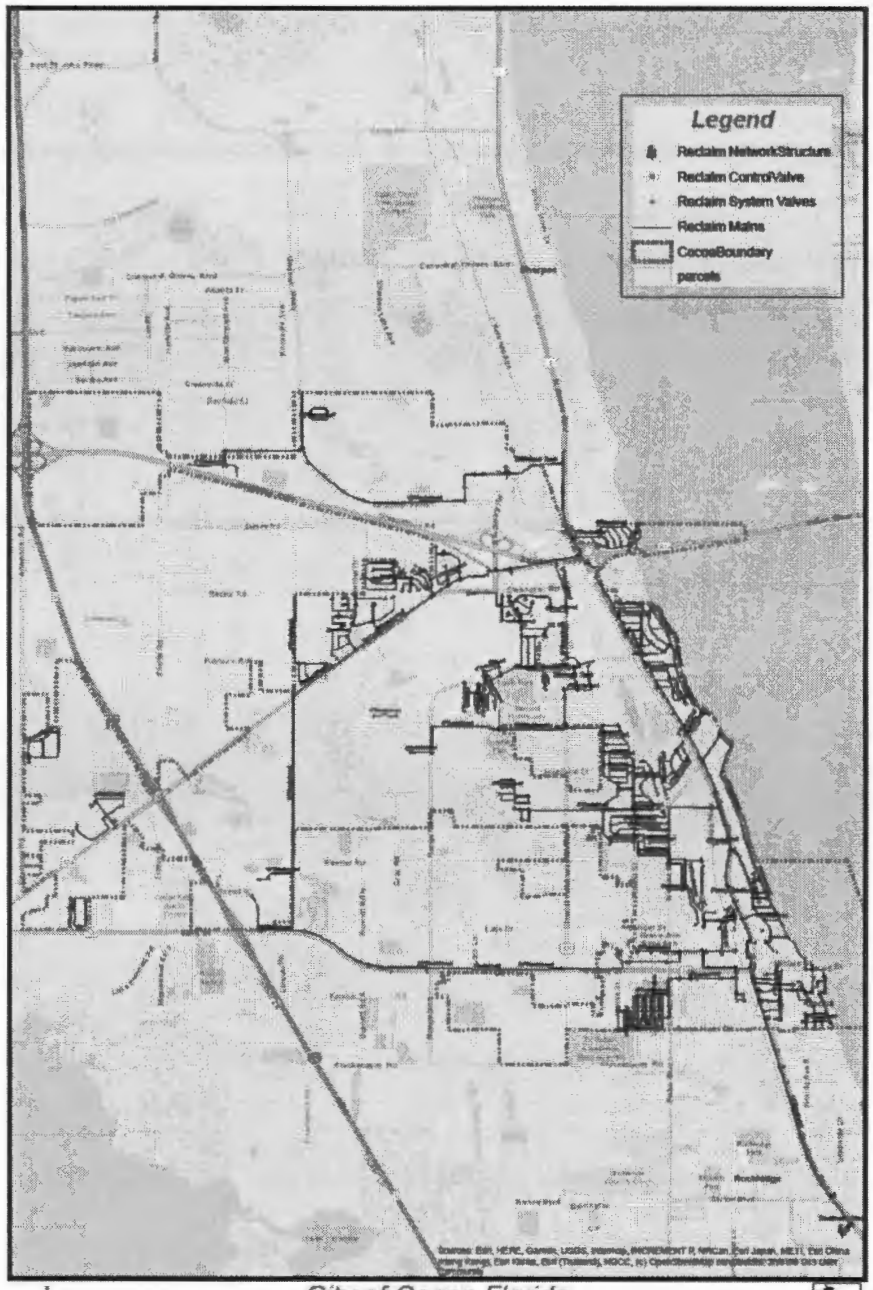
System Overview

- Reclaimed Water System
  - 15 square miles
  - City of Cocoa limits only
  - 74 miles pipe
  - 2,221 service connections



COCOA FLORIDA

System Overview Map



City of Cocoa Florida
Reclaim Water System 2019

COCOA FLORIDA

Water Field Operations Activities – FY18 thru FY19

CITY STAFF
Work Orders – 12,537
Breaks - 225

ASSESSMENTS
Subaqueous Pipe – 6,200 ft.

REPAIRS
Valves & Hydrants – 10
Subaqueous Pipe Repair (Indian River)

Restoration (Mill & Resurface) – 11 sites

2018

2019

CITY STAFF
Work Orders – 14,192
Breaks - 140

ASSESSMENTS
Valves – 7,207 (WFO & Hydromax)
Hydrants – 6,003 (WFO & Hydromax)

REGULATORY
Hazard Surveys – 170
CCC Device Testing – 6,978
CCC Device Repair and Replace – 3,643
CCC Installations (WFO) – 124

Restoration (WFO) – 217 sites
Restoration (Mill & Resurface) – 17
Restoration (Joint Projects – WFO/Contractor) – 5

Water Field Operations Activities – FY2020

- Continue Annual Programs
  - Hydrant
  - Valve Exercising
  - Backflow/CCC Program
  - Repair/WO's

- Data Base Management/Refinement

Sewer Field Operations Activities – FY18 thru FY19

ASSESSMENTS
Sewer Manholes – 800

2018

REPAIRS
CIPP Lining – 10,672 ft.
Gravity Sewer Pipe Repair – 1 site
Gravity Sewer Cleaning – 20,750 ft.

2019

REPAIRS
CIPP Lining – 6,464 ft.
Manhole Lining/Rehab – 62
Gravity Sewer Pipe Repair – 1 site
Gravity Sewer Cleaning – 60,050 ft.

Sewer Field Operations Activities – FY2020

- Continuing slip lining program
  - 1-2 miles per year
  - 17.6% of gravity system complete to date
  - No smoke testing proposed
- Manhole assessments
  - Manhole rehabilitation
- Gravity system cleaning

Sewer Field Operations Activities – FY2020

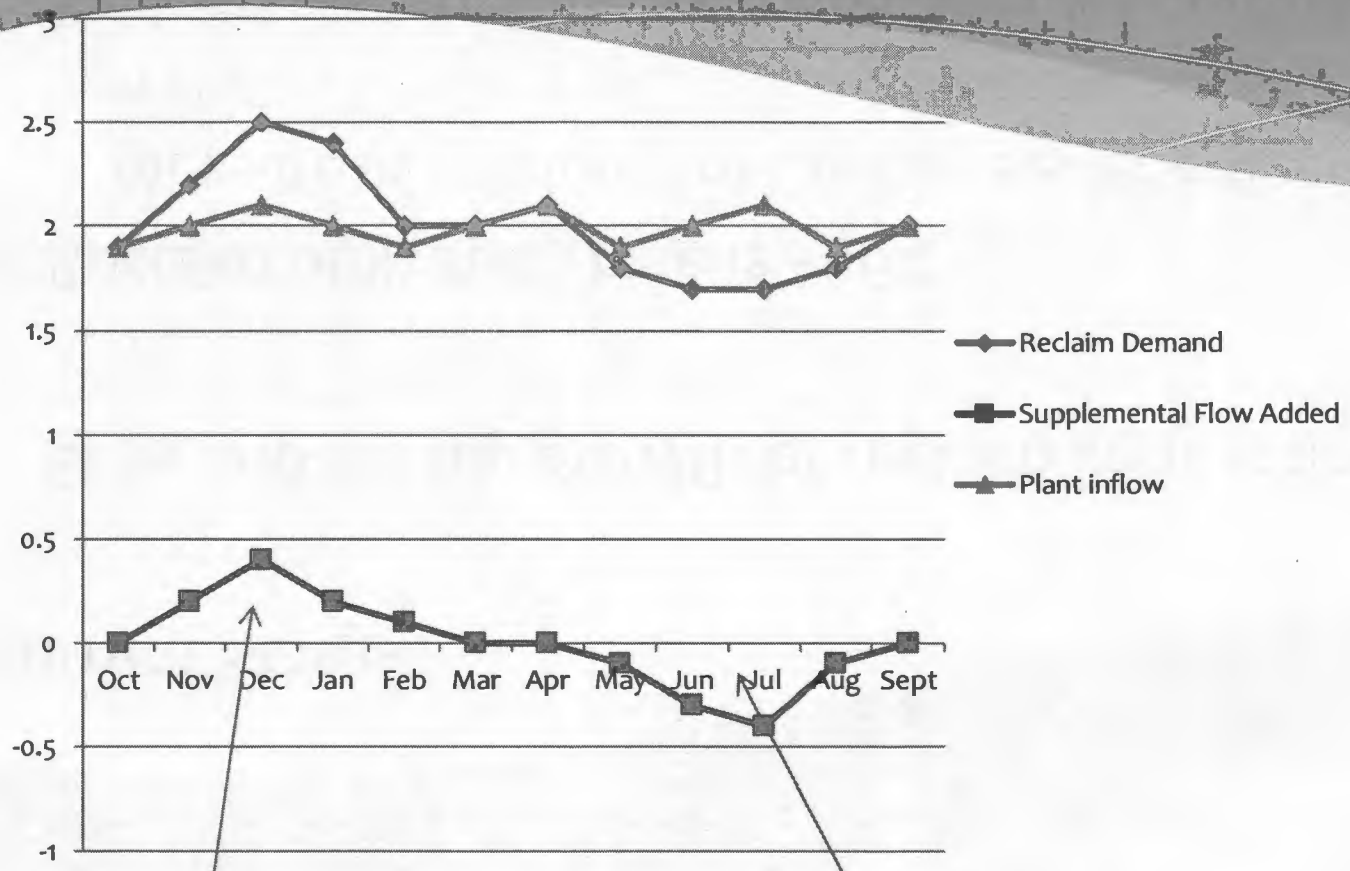
- FOG Program
  - Mitigates fats, oils greases
    - Exterior interceptors
    - Interior traps
  - Tracking new business through DRC process
  - Certified letter for cleaning required
  - Building FOG data base in GIS
  - Visiting businesses to develop relationships

Reclaimed Water

Current Status

- Slow and steady growth of reclaim connections
- Reclaim utilization rate is ~96%
  - Measure of efficiency of sanitary sewer effluent used as reclaimed water
- Reclaim system is in balance with plant influent

Reclaimed Water - Example



Use Storage or Supplemental Sources Needed

Storage Needed or Discharge

COCOA FLORIDA

Reclaimed Water

Future

- WQ – 26 Bracco Pond Irrigation System (Storm Water Master Plan)
- WQ - 29 2 Miles of Reclaimed Mains (Storm Water Master Plan)

Cocoa Septic to Sewer

Save Our Indian River Lagoon - Funded

- Funding available for areas "J' and "K"
- Scope and tasks
  - Geotechnical, Surveying, Engineering – Bussen Engineering Group
- Schedule – approximately 10 months for plans
  - Community meeting necessary (anticipated Feb/March)

Septic to Sewer Funding

- **SJRWMD Cost Share**
  - District Wide
    - 33% funding construction costs
    - $1.5M max per year
      - AWS/conservation
      - Flood
      - Natural systems
      - Water Quality/ nutrient loading
        - located within 0.25 miles water body (0.5 in 2021)
        - local ordinance enforceable
        - 50% commitment or better

Septic to Sewer Funding

- SRF Loans
  - Low interest loans for infrastructure projects
    - Loan, not a grant
    - Interest rates are below market
    - 20 year loan
    - Repayments starts after completion of the project
      - credit for Davis Bacon and American Iron
    - Requires facility master plans
    - More extensive engineering, needs alternatives
    - Certified payroll during construction,
    - 2% loan fee
    - Planning, Design or Construction can qualify

COCOA FLORIDA

BENEFITS of SOIRL

- The capital cost of the main line construction) gravity mains, lift stations, road repairs) will be covered by the SOIRL
- Potential overages or underestimated costs can potentially be covered
- Impact fees to new customers can be covered by SOIRL
- Service line connections, septic removals can also be covered by SOIRL thru a reimbursement by County to homeowner

Potential Challenges of SOIRL

- Money is allocated but always subject to funding availability
- City of Cocoa customers could be held liable for portions of mainline construction if not enough people connect
- City of Cocoa customers could be held liable for the O&M costs in future if not enough people connect
- Reimbursements available to customers today may not be available in future years, so connecting as soon as the project is complete is critical

Current Sewer Policy

- Current Cocoa Policy
- Code of Ordinances Chapter 22
- Article I
- Section 22-3
- (c) **It shall be unlawful to install or to permit installation of a septic tank or other onsite sewage treatment or disposal system on any property within the city if the city's sewer system is available to serve the property**

Sewer Policy - continued

- (e) The owner of all new houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the city or outside the city and within the city's sewer service area pursuant to ch. 57-1232, Laws of Florida, **and abutting on any easement, street, alley or right-of-way** in which there is now located or may in the future be located an available public sanitary sewer of the city, **is hereby required at the owner's expense to install suitable and operable toilet facilities therein, and to connect such facilities at owner's expense with the city's sewer system in accordance with the provisions of this Code,** the Florida Statutes and the rules and regulations of the State Department of Health. **Connection to such facilities shall occur within three hundred sixty-five (365) days notice of availability of services**, in conjunction with a new development project, or as otherwise provided by law.

COCOA FLORIDA

Sewer Policy - continued

- Current Cocoa Policy
- Code of Ordinances Chapter 22
- Article I
- **Section 22-9**
- (e) *Owner to bear costs.* **All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner.** The owner shall be responsible to the city for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sewer Policy - continued

- Current Cocoa Policy
  - DISCUSSION
    - Develop an enforcement on current policy – 365 days to connect, no current consequence
  - OPTIONS
    - Charge customers the readiness to serve fixed fee
    - Create a penalty for non- compliance
    - What if County seeks return of cash due to non-compliance?
      - No minimum percentage to connect has been established
      - who pays for this impact?

COCOA FLORIDA

Capital Project Update

Project: North Tropical Trail Looping Improvements (WS1431)



Residents of the Chase Hammock Road segment have been switched over to new 8" DIP water main. The Contractor is currently removing the old Asbestos Concrete water main.

* Located on two (2) areas of North Tropical Trail & one (1) area of Chase Hammock road.
* Scope includes the construction of approx. 7,100 feet of 8" DIP water main at these locations. Followed by the removal of approx. 3,600 feet of old 6" AC water main on CH road.
* Const. Cost = $1,196,754.19 (approx. $1.2 Mil)
* Currently 89% Complete
* Anticipated substantial completion 11/29/19
* Bond-Funded

COCOA FLORIDA

Capital Project Update

Project: Reactor Clarifier #1 Effluent Pipe Replacement (WS18DP)



The Contractor has removed old 48" steel pipe and butterfly valve (50+ years old) and is now preparing to install NEW 48" steel pipe and butterfly valve.

* Located at Dyal Water Treatment Plant
* Scope includes the removal and replacement of 48" reactor clarifier #1 effluent pipe and 48" butterfly valve.
* Const. Cost = $317,198.00 (approx. $0.32 Mil)
* Currently 86% Complete
* Anticipated substantial completion 11/02/19
* Bond-Funded

COCOA FLORIDA

Capital Project Update

Project: Groundwater Filters #1 and #4 Rehab (WS19FR)



The Contractor is currently working on rehabilitating Filter #1 at Dyal Water Treatment Plant.

* Located at Dyal Water Treatment Plant
* Scope includes the removal and replacement of filter media and underdrain caps in GW Filters #1 and #4.
* Const. Cost = $518,073.00 (approx. $0.52 Mil)
* Currently 12% Complete
* Anticipated substantial completion 02/28/20
* Bond-Funded

COCOA FLORIDA

Capital Project Update

Project: Cidco Tank Ladder Repair (WS19LR)



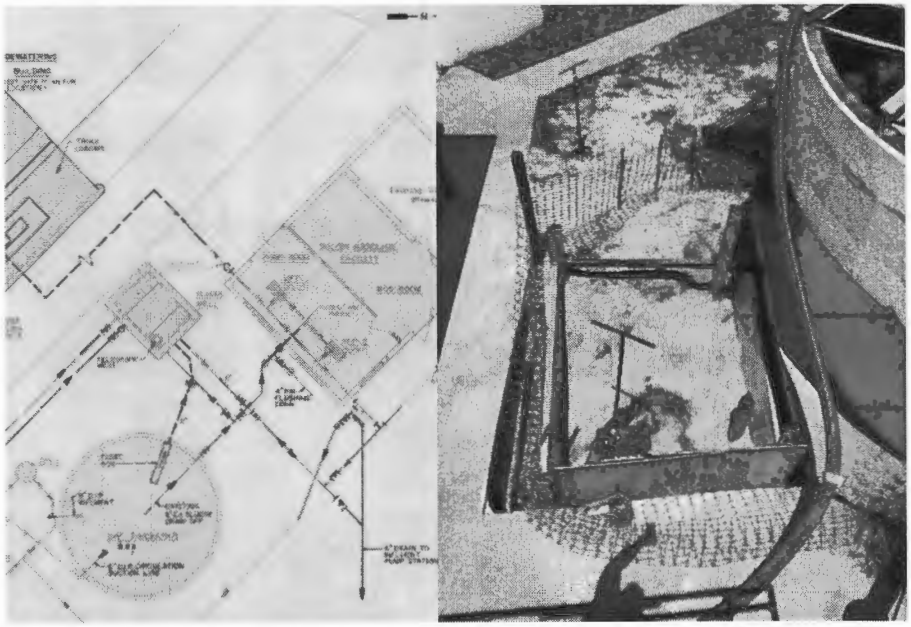
Contractor has repaired and replaced ladder rungs and standoffs that lost their structural integrity (e.g. left picture). The Contractor has also replaced the fall arrest system and installed anti-slip rung tape.

* Located on Cidco road, Cocoa, FL
* Scope includes the replacement and repair of corroded ladder rungs, standoffs and the replacement of the fall arrest system.
* Const. Cost = $44,000
* Currently 95% Complete
* Achieved substantial completion 10/14/19
* Bond-Funded

COCOA FLORIDA

Capital Project Update

Project: Sludge Valves Replacement (WS19SS)



* Located at Sellers Water Reclamation Facility
* Scope includes the replacement of seven (7) plug valves and connecting piping and appurtenances between the sludge thickeners, digesters and filter press .
* Const. Cost = $84,700
* Anticipated Start Date 10/28/19
* Anticipated substantial completion 12/18/19
* Bond-Funded

COCOA FLORIDA

Capital Project Update

Projects in Design: Michigan Ave FM and Reclaim (WS17MI)

* Scope includes the installation of 2,400 linear feet of 10" FM and 1,200 feet of 6" Reuse main along Michigan Avenue to connect the existing FM and Reuse mains on US1 and Clearlake Road.
* Construction Estimate - $740,000
* Anticipated to Award construction contract in spring 2020.

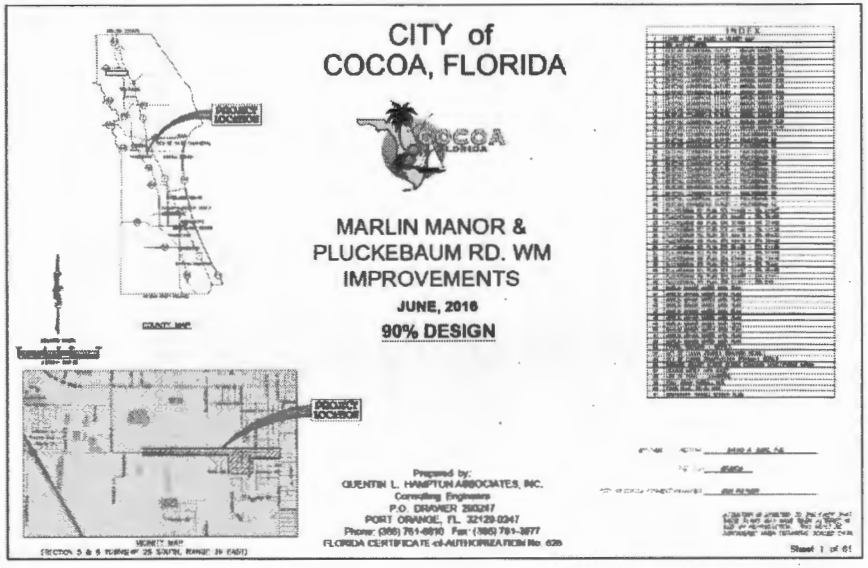


COCOA FLORIDA

Capital Project Update

Projects in Design: Marlin Manor WM Improvements (WS16MM)

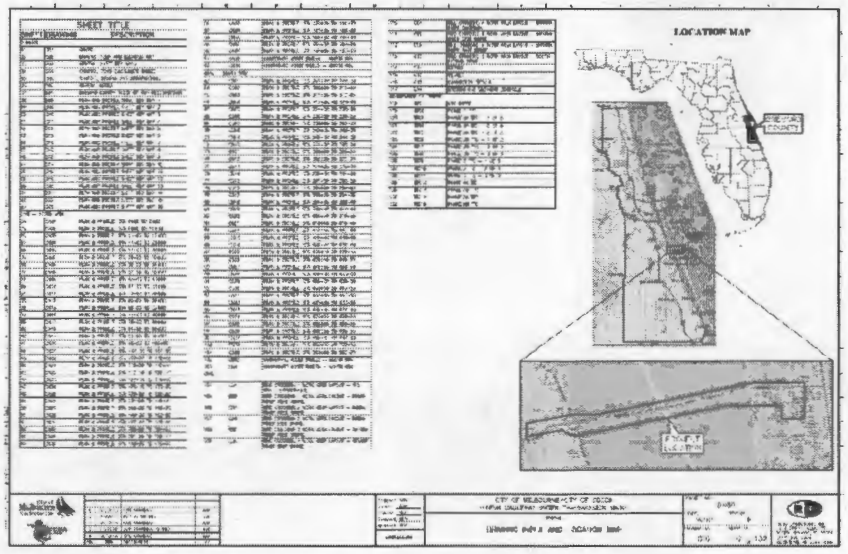
* Scope includes the replacement of approximately 7,000 feet of water main within the Marlin subdivision, 1,500 feet of water main along Revilla Lane, and 6,800 feet of water main along Pluckebaum Road. Additional improvements include the addition of new fire hydrants, service lines, and meters with backflow preventers.
* Construction Estimate - $2,000,000
* Anticipated to Award construction contract in spring 2020.



Capital Project Update

Projects in Design: Pineda Water Main Crossing (WS18MI)

* Scope includes approximately 20,000 linear feet of 16" water main installed via open cut, jack and bore, and HDD installation methods. The pipe will run adjacent to the Pineda Causeway and tie into our existing system at Wickham Road, US1, Tropical Trail, and will terminate on Pineda in the ROW adjacent to Patrick Air Force Base.
* Joint project with the City of Melbourne.
* Construction Estimate (Cocoa Portion) - $12.9 Mil
* Anticipated to Award construction contract in spring 2020.

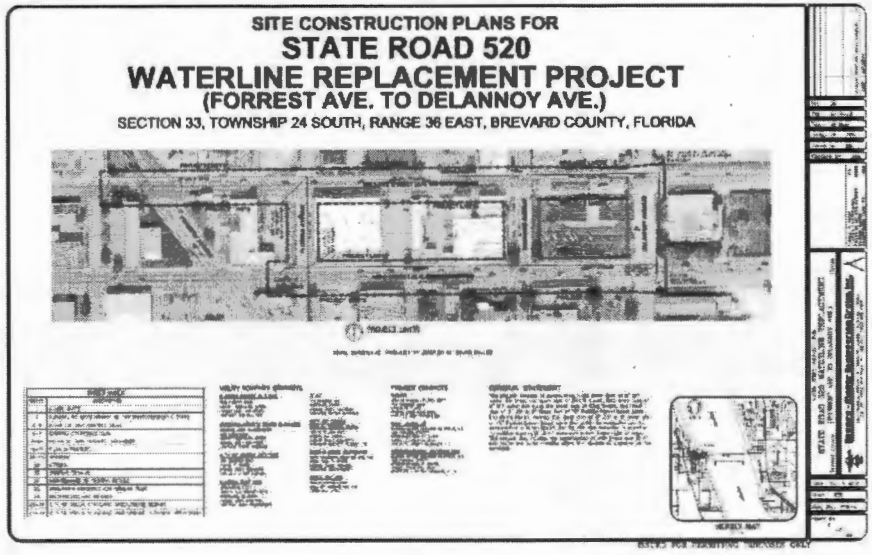


COCOA FLORIDA

Capital Project Update

Projects in Design: SR 520 Water Main Improvements (WS1309)

* Project scope includes the construction of 1,200 linear feet of 8" water main within Willard Street, 850 linear feet of 8" water main within King Street, 270 linear feet of 8" and 10" water main within Florida Avenue, 250 linear feet of 8" and 10" water main within Dellanoy Avenue. The project also includes the construction of 1200 linear feet of 4" reuse main within Willard Street. Mains will be installed using open cut, and horizontal directional drilling.
* Construction Estimate - $1,600,000
* Anticipated to Award construction contract in spring 2020.



COCOA FLORIDA

Future

- **Advanced Metering Infrastructure**
  - Completed study and financial analysis by Jacobs Eng., Inc.
    - Enhanced customer service access
    - Minimizes misreads, rereads,
    - Approximately 10-12% ROI, 8 year payback
    - $18-20M investment – needs its own bond issuance
    - Re-purpose meter readers to Field Services
    - Schedule to be determined based on funding and city wide Enterprise Platform changes.

* Previous study completed by WRA, Inc. recommended future AMI conversion

COCOA FLORIDA

Future

- **Advanced Metering Infrastructure - continued**
  - Significant avoided costs
    - Avoid 9,000 billing reads
    - 14,000 maintenance reads
    - 18,000 move in/move out

    Estimated 20,000 labor hours per year!
  - Annual average benefit to the City
    - $2.25M

COCOA FLORIDA

Future

- **PAFB and KSC Infrastructure Privatization**
  - RFQ for water and sewer on hold by Federal Government
  - Letters of Interest requested and submitted
  - Significant costs to prepare and RFQ ~ $1.5M
    - May require significant staffing changes and organizational changes for the utilities system

Capital Projects

Fiscal Year	Capital Program Annual Expenditure	
2010	$256,828	
2011	$408,298	
2012	$11,200,470	
2013	$13,435,742	
2014	$18,360,228	
2015	$16,410,854	
2016	$14,978,123	
2017	$17,480,197	
2018	$8,696,986	
2019	$6,113,741*	
TOTAL	**$107,333,276**	

* Data from Jacobs Eng. – Utilities Program Sept. 2019 Report

Website Information



You are here: Home

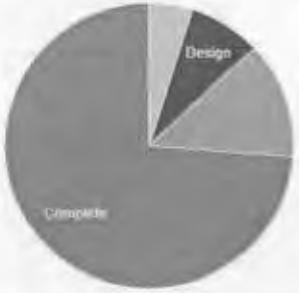
- CIP Home
- Utilities Capital Improvement Program
- Water Supply
- Water Treatment
- Water Transmission and Distribution
- Wastewater Collection and Conveyance
- Reclaimed Water Transmission and Distribution

Official Cocoa, FL Website
CocoaFL.org

Cocoa Utilities Capital Improvement Program Dashboard

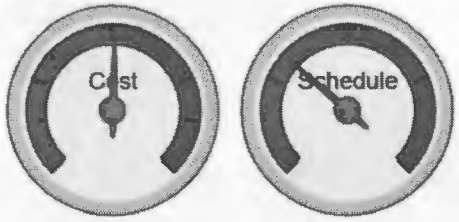
Current Statistics as of Sep. 27, 2019

Overall Progress



Cost & Schedule Performance

Program is on budget and behind schedule.



	Phase	Projects
	Planning	3
	Design	5
	Bid	0
	Construction	8
	Complete	45
	Total Projects	61

QUESTIONS?

COCOA
FLORIDA





Legislation Details (With Text)

File #:	19-662	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the Minutes of the Special City Council Meeting of November 22, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-22-19 MinutesADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2019
Agenda Date: January 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council Meeting of November 22, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special City Council Meeting of November 22, 2019, as written or with amendments.

powered by Legistar™

MINUTES

City of Cocoa
Special Meeting of The City Council

November 22, 2019

A Special City Council Meeting was held on Friday, November 22, 2019, 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 10:00 a.m.

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

Mayor Williams announced that Councilmember Goins was on his way to the meeting from Titusville.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Deputy Mayor
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Alex Goins	Deputy Mayor (arrived at 10:12 a.m.)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Deputy Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Lt.

Dellatorre, Cocoa PD; LeShawn Hinton, Helpdesk Support Tech; and Sayge Gray, Community Police Officer.

I. Approval Of Agenda And Minutes:

1. Agenda: Special Meeting of November 22, 2019 (19-593)

2. Minutes: None.

*** MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the agenda as presented for the Special meeting of November 22, 2019.**

AYES: Williams, Boisvert, Koss, Warner[1]

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Reports:

Chief Cantaloupe reminded all that tomorrow was the Annual Chris Daniels Golf Tournament at Turtle Creek Golf Club. There are still openings for those who are interested in signing up.

Additionally, on Tuesday, November 26, 2019 the Police and Fire Departments will be at Walmart on Clearlake Road from 10 a.m. until 6 p.m. collecting for the food drive. On Thursday, November 28, 2019 they will be back at Walmart starting at 4:30 pm collecting for the Toy Drive.

Chief Lamm announced that the Fire Department has met their quota of 150 turkeys. They will be passing turkeys and sides out on Monday and would love for Council to come out and show their support, speak with citizens, etc.

City Manager Titkanich thanked everyone for their well wishes and wished all a Happy Thanksgiving.

Councilmember Warner wished all a Happy Thanksgiving.

[1] Deputy Mayor Goins arrived after the vote was taken.

Councilmember Boisvert asked about the individual district community meetings being scheduled in December and if they could be combined to do just one. In response, City Manager Titkanich explained that they were wanting to get input from all areas of the city. Assistant City Manager Fuhrer stated that he had a meeting with UCF later in the day and would try to work something out.

Councilmember Koss mentioned that she spoke with them regarding the community meetings and they might be condensing the number of meetings.

Councilmember Koss spoke about her attendance at the Rockledge City Council meeting and mentioned how they have a section on the agenda for Litigation reports. She asked if that was something that could be added to the agenda.

Attorney Garganese spoke in regards to this and stated that it was a practice that the City has not done due to attorney-client privileges and public exposure during the cases. He stated that he would be happy to sit with any member of Council and discuss litigation. Further discussion was held on this topic.

Councilmember Warner asked if Rockledge was reporting on closed cases in which Councilmember Koss stated she was not sure but felt it was worth looking into.

Mayor Williams agreed with the City Attorney because if the City was in the middle of litigation there should not be open discussion at a public meeting.

City Attorney Garganese advised that they do annual reporting and it was typically around forty to fifty claims. He reiterated that he would be glad to sit with any Council member at any time to discuss this.

Councilmember Koss wished all a Happy Thanksgiving.

Deputy Mayor Goins apologized for being late and spoke about the event at the Joe Lee Smith Center last night where they fed Thanksgiving dinner to the community. He also attended an event in Melbourne where his grandmother fed hundreds. He wished all a Happy Thanksgiving.

Mayor Williams spoke about his attendance at the swearing in of Rockledge City Council members. They also paid respect to Dr. Joe Lee Smith who is leaving the Council after thirty plus years.

He agreed with Deputy Mayor Goins about the Joe Lee Smith event and stated there were around two hundred to two hundred fifty people. It was a nice event with plenty of food. He thanked all of those who helped sponsor the event, along with the police officers who came out.

Mayor Williams mentioned holiday decorations throughout the City and thought that maybe next year a little more could be done.

Rita Lynar asked if she came to the meeting too late for delegations. Mayor Williams advised that section of the meeting was over but polled Council to see if they were okay with letting her speak.

Councilmember Warner's concern was that if they let her speak it would open the door at upcoming council meetings and she did not want to set a precedent. Council agreed to let her speak.

Rita Lynar, 1200 Clearlake Road, Cocoa, stated that she could not get Chief Cantaloupe to respond so she asked if she could have fifteen minutes of his time after this meeting as she has new evidence. Chief Cantaloupe agreed and stated he would meet with her anytime.

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

None.

IX. City Business:

1. Approve a Resolution Amending the Fiscal Year 2020 Adopted Budget for Purchase Orders Rolled Over to FY20 and to Provide Specific Account Balance Budgets in Fiscal Year 2020 Due to Unspent Money for Capital Projects Through the Use of Various Fund Balance Reserves and to Transfer FY20 Budget for Specific Items Identified as Requiring Additional Budget. (19-588). (Finance Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution Amending the FY2019 Budget, through the use of General Fund Balance and Water/Sewer Fund Balance Reserves, due to Hurricane Dorian unbudgeted Expenses and to “shore up” Departmental Budgets Negative Balances through various budgeted lines. (19-591). (Finance Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

City Attorney Garganese spoke and mentioned since the litigation issue had arose, he just received word that the 5th District Court of Appeal upheld the Circuit Courts decision which upheld the City’s Code Enforcement Board’s decision on the Inthanam case, which was the tiny house/bed and breakfast case.

X. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-570). (Finance Director)

2. FY 2020 Budget Adjustment Report. (19-571). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager’s spending authority. (19-572). (Finance Director)

4. Cocoa Police Department District Event Statistics for the month of September, 2019. (19-587). (Chief of Police)

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Special Meeting of November 22, 2019.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED (5-0)

The Special Meeting of November 22, 2019 adjourned at 10:26 a.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-664	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Presentation: Cocoa Village Playhouse. (Dr. Stacia Hawkins-Smith)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	20-1	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Presentation regarding homelessness. (Thomas Rebman)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	20-2	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Proclamation: "Brevard Kennel Club". (Councilmember Warner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Kennel Club Proclamation.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

This record is currently unavailable.

Legislation Details (With Text)

File #:	19-620	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/25/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments:
Goodson - Paving Notice of Award.pdf
Goodson Bid Tab Asphalt.pdf
Goodson Concrete Award.pdf
Goodson Concrete Bid Tab.pdf
Goodson Other government agency use.pdf
Goodson Renewal Asphalt.pdf
Copy of B41850PriceAdjustment3.xlsx
Goodson Annual Paving Proposal.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: January 8, 2020
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $171,314.39 for the milling and paving of multiple streets and intersecting areas as needed to include, but not limited to A Street, B Street, C Street, Washington Avenue, Barbara Jenkins Street, and Japonica Lane using Brevard County Bid # B4-18-50, effective June 21, 2019 through June 20, 2020. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $123,393.40 for the demolition and reconstruction of non-compliant ADA ramps, sidewalks and curbing on the roads

milled and paved as part of the aforementioned work using Brevard County Bid # B4-19-07, effective January 14, 2019 to January 13, 2022. Although within the City Manager's spending authority, Staff is also requesting that the City Council expressly authorize the City Manager to approve any change orders up to a 10% contingency in the amount of $29,470.78 for any additional work, as needed. A Resolution is not required for this contingency.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015 The City completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition and sidewalk trip hazards. The study is updated annually through the use of GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

These proposed roadways have deteriorated due to higher traffic volumes, repairs, and age. In addition, there are various locations with damaged sidewalks and non-compliant ADA curb ramps that need replacement. City Staff is seeking a 10% contingency in the event there are deficiencies uncovered during the construction process.

STRATEGIC PLAN CONNECTION:

Repaving will create a safer driving environment and ADA compliant curb ramps are safer for pedestrian traffic.

BUDGETARY IMPACT:

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

Milling and Paving of Streets

Amount Requested	$171,314.39
Account Number	001-3510-541.46-00 PW08SP_
Account Name	Repairs and Maintenance_

Demo and Reconstruction of ADA Ramps, Sidewalks and Curbs

Amount Requested	$123,393.40
Account Number	001-3510-541.46-00 PW08SP_
Account Name	Repairs and Maintenance

Allow City Manager to Approve Change Orders

Amount Requested	$29,470.78
Account Number	001-3510-541.46-00 PW08SM_
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

These projects are part of the City's annual repaving plan.

RECOMMENDED MOTION:

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

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: June 21, 2018
BID# B-4-18-50/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan, McLester

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
VA Paving	**YES**	**Per attached tabulation**	**$3,000,000 annually (Estimate only).**
Goodson Paving	YES	**Per attached tabulation**	
Preferred Materials	YES	**Per attached tabulation**	
Community Asphalt	YES	**Per attached tabulation**	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Jonathan McLester, Procurement Supervisor

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; and Jon McLester, Central Services

FOR PURCHASING USE ONLY:
ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: June 21, 2018 ENDING DATE: June 20, 2019
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), one (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

____JM

Bid B-4-18-50/Asphaltic Concrete
Opening Date and Time: June 12, 2018 @ 2:00 p.m.
Posted: June 13, 2018 @ 2:30 p.m. through June 20, 2018 @ 5:00 p.m.

BID TABULATION

Primary, Secondary, Third	Fourth		VA Paving		Goodson Paving			Preferred Materials			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$78.69 Ton	$110.00 Ton	$150.00 Ton	$85.10 Ton	$115.50 Ton	**$162.50 Ton**	$85.66 Ton	$110.00 Ton	$155.00 Ton	**$125.00 Ton**	$135.00 Ton	$140.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.69 Ton	$110.00 Ton	$150.00 Ton	$84.80 Ton	$115.50 Ton	**$158.00 Ton**	$81.86 Ton	$107.00 Ton	$154.00 Ton	**$120.00 Ton**	**$130.00 Ton**	$135.00 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	**$185.00 Ton**			$182.00 Ton			**$176.00 Ton**			$184.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.00 Ton			$112.25 Ton			$125.00 Ton			**$160.00 Ton**		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.00 Ton			**$115.50 Ton**			$110.00 Ton			**$145.00 Ton**		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$400.00 Ton			$460.00 Ton			$500.00 Ton			**$400.00 Ton**		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$300.00 Ton			**$300.00 Ton**			$500.00 Ton			$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$225.00 Ton			$270.00 Ton			**$400.00 Ton**			$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$9.50 Gal			**N/A**			**$7.00 Gal**		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			**$0.62 SY**			**$1.00 SY**			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.60 SY			$1.20 SY			$1.00 SY			**$0.75 SY**		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	**$3.00 SY**		$310.00 Ton	$3.05 SY		**$500.00 Ton**	**$7.00**		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	**$62.50 Ton**			**N/A**			$73.00 Ton			$74.90 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$2.00 L.F.**			**$5.05 LF**			$2.50 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$5.00 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$2.50 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$2.00 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$2.00 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$35.00 Ton			$5.35 Ton		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above.

SUBMIT SEALED BID TO:			INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940		Brevard COUNTY Purchasing Services	Bid Acknowledgment
PROCUREMENT ANALYST: Jon McLester jonathan.mclester@brevardfl.gov	(321) 617-7390 Ext. 5-6049	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Goodson Paving, Inc.
430 Cidco Road
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — TITLE

6/11/18 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 11 day of June 2018

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 85.10 Ton	$ 115.50 Ton	$ 162.50 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 84.80 Ton	$ 115.50 Ton	$ 158.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 182.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 118.25 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 115.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 450.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 300.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 270.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 3.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ .62 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.20 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 310.00 Ton	$ 3.05 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ N/a Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 5.05 L.F.		
Night Work	Cost per ton	$ 18.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.90 SY		
	SY $2,501 - 5,000	$ 3.15 SY		
	SY 5,001 to 15,000	$ 2.90 SY		
	SY 15,001 and over	$ 2.20 SY		
Asphalt Millings for Pickup FOB at Plant		$ 28.00 Ton		

Plant Locations: VA Paving - Cocoa, Preferred Materials - Melbourne, Orlando Paving - Orlando

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? ✓ Yes / _____ No

Addendum Acknowledgment:

Add. No. #1 Dated 6/7/18 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

BID # B-4-18-50/ASPHALTIC CONCRETE
PRICE ADJUSTMENT 2

Primary, Secondary, Third		VA Paving			Goodson Paving			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton		$84.11 Ton	$114.51 Ton	$161.50 Ton	$124.01 Ton	$134.01 Ton	$139.01 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton	$149.01 Ton	$83.81 Ton	$114.51 Ton	$157.01 Ton	$119.01 Ton	$129.01 Ton	$134.01 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$185.71Ton			$182.75 Ton			$184.75 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.75 Ton			$119.21 Ton			$160.75 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.75 Ton			$116.25 Ton			$145.75 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$399.01 Ton			$449.01 Ton			$399.01 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$299.01 Ton			$299.01 Ton			$499.01 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$224.01 Ton			$269.01 Ton			$299.01 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$8.50 Gal			$7.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			$0.62 SY			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.00 SY			$1.20 SY			$0.75 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	$3.00 SY		$310.00 Ton	$3.05 SY		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$61.51 Ton			N/A			$73.91 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$2.00 L.F.			$5.05 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$5.35 Ton		

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD

DATE: January 14, 2019

Bid # B-4-19-07/Concrete Sidewalk, Curb and Gutter

PROCUREMENT ANALYST: Jonathan McLester

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
Goodson Paving, Inc.	**Cocoa, FL**	**YES**	**ALL**	**See tabulation**

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Purchasing Manager

☐ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☒ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES: 293 suppliers solicited through DemandStar, resulting in 14 planholders. Did not receive any "No Bids". Bid has historically little participation.

AWARDED BY A COMMITTEE CONSISTING OF: Steven A. Darling Jr., Purchasing Manager; Jon McLester, Purchasing Supervisor

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: 1/14/2019 ENDING DATE: 1/13/2022
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

Brevard COUNTY
Purchasing Services

BID TABULATION SHEET

Bid Title: Concrete Sidewalk, Curb, & Gutter
Bid No: B-4-19-07

OPENING DATE & TIME: 12/13/2018 @ 2:00 PM
POSTING TIME/DATE: 12/21/2018 @ 10:30 PM THROUGH: 12/28/2018 @ 5:00 PM POSTED BY: JMcLester

VENDOR	VENDOR CITY/STATE	BID PRICE
Goodson Paving, Inc.	Cocoa, FL	Per attached

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials _____

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Bid # B-4-19-07 PRICE SHEET		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	Description	Unit Price
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 32.22
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 36.90
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 382.75
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 94.20
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 11.25
6	Type B	$ 10.75
7	Type D/Header	$ 10.05
8	Type E	$ 14.20
9	Type F	$ 13.75
10	Drop Curb (2.0 feet wide)	$ 12.05
11	6"x6" Curb Poured On Existing Surface	$ 9.50
12	Environmental Curb	$ 10.15
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 22.70
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 22.50
15	Type 1 Concrete Traffic Separator 4' Wide (Price Each)	$ 26.80
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
16	Type I	$ 1,575.00
17	Type II	$ 1,600.00
18	Type III	$ 1,700.00
19	Type IV	$ 1,725.00
20	Type V	$ 2,025.00
21	Type VI	$ 2,005.00
	GROUP D - Price by linear foot unless otherwise stated	
22	Aluminum Handrail - 2 rails high	62.1
23	Aluminum Handrail - 3 rails high	74.5
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
24	15" or equiv.	$ 325.00
25	18" or equiv.	$ 475.00
26	24" or equiv.	$ 525.00
27	30" or equiv.	$ 615.00
28	36" or equiv.	$ 825.00
29	42" or equiv.	$ 865.00
30	48" or equiv.	$ 1,025.00
	GROUP E - Cost per cubic yard	
31	Poured in place structures (Anything in DOT Index 200)	865
	Group F - Demo and MOT	
32	DEMO 6" Concrete Sidewalk (Price per Square Yard)	19.35
33	DEMO 12" Concrete Sidewalk (Price per Square Yard)	46.15
34	DEMO 6" Driveway (Price per Square Yard)	19.35
35	DEMO Curb (Price per Linear Foot)	8.6
36	Pedway Subgrade 6" thick compacted to minimum 98% density per AASHTO T-180 (Price per Square Yard)	4.2
37	Final grading for sod (Price per Square Yard)	10.5
38	MOT two lane, two way, work within the travel way, Index 603 (Price per Day)	725
39	MOT multi-lane, work within the travel way, median or outside lane, Index 613 (Price per Day)	925

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

March 8, 2019

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926
Email: goodsonpaving@gmail.com

Dear Mr. Goodson:

This letter is to notify you of the intent to renewal **B4-18-50, Asphaltic Concrete.** The effective dates of this renewal will be **6/21/2019 to 6/20/2020.**

If **Goodson Paving, Inc.** is interested in renewing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for **B4-18-15, Asphaltic Concrete.** A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Travis Goodson, of **Goodson Paving, Inc.** agree to renew subject contract through 6-20-2020 under the same terms, pricing and conditions.

If **Goodson Paving, Inc.** is not interested in renewing this contract, please complete and sign the following statement:

I, _____ _____, of **Goodson Paving, Inc.** do not agree to renew subject contract.

Authorized Vendor Signature	Date 3-11-19

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact **Jon McLester at 321-617-7390. Please email your response within five business days to Jennifer Smith at** jennifer.smith@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Jon McLester
Purchasing Services Supervisor

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

December 17, 2019

TO: City of Cocoa Public Works

ATTN: Abigail Diaz

FROM: Chris Brunais

RE: City of Cocoa 2020 Milling & Paving (#6797) - Revised

PROPOSAL - REVISED

Scope of Work:
Milling and paving with SP-9.5 asphalt on Various Streets located in Cocoa, FL. This estimate is based on quantities provided by the City of Cocoa. Payment for these items of work will be made on actual construction quantities determined upon completion of work.

A Street (From B St. to Pineda St.)

Milling	2,420 SY @ $2.20	=$	5,324.00
Pave w/1.5" SP-9.5	212 TN @ $85.93	=$	18,217.16
ADA Ramps	1 EA @ $1,245.00	=$	1,245.00
Demo & Replace Sidewalk 4"	100 SF @ $5.73	=$	573.00
Demo & Replace Sidewalk 6"	24 SF @ $6.25	=$	150.00
Demo & Replace "F" Curb	55 LF @ $22.35	=$	1,229.25
		TOTAL =$	**26,738.41**

B Street (From A St. to C St.)

Milling	878 SY @ $2.20	=$	1,931.60
Pave w/1.5" SP-9.5	77 TN @ $85.93	=$	6,616.61
ADA Ramps	2 EA @ $1,245.00	=$	2,490.00
Demo & Replace Sidewalk 4"	24 SF @ $5.73	=$	137.52
Demo & Replace Sidewalk 6"	56 SF @ $6.25	=$	350.00
Demo & Replace "F" Curb	20 LF @ $22.35	=$	447.00
		TOTAL =$	**11,972.73**

C Street (From B St. to Pineda St.)

Milling	2,384 SY @ $2.20	=$ 5,244.80
Pave w/1.5" SP-9.5	210 TN @ $85.93	=$ 18,045.30
ADA Ramps	1 EA @ $1,245.00	=$ 1,245.00
Demo & Replace Sidewalk 4"	380 SF @ $5.73	=$ 2,177.40
Demo & Replace "F" Curb	90 LF @ $22.35	=$ 2,011.50
	TOTAL	**=$ 28,724.00**

Washington Ave. (From King St. to Rosa L Jones Dr.)

Milling	5,435 SY @ $2.20	=$ 11,957.00
Pave w/1.5" SP-9.5	476 TN @ $85.93	=$ 40,902.68
ADA Ramps	15 EA @ $1,245.00	=$ 18,675.00
Demo & Replace Sidewalk 4"	3,504 SF @ $5.73	=$ 20,077.92
Demo & Replace Sidewalk 6"	384 SF @ $6.25	=$ 2,400.00
Demo & Replace "F" Curb	397 LF @ $22.35	=$ 8,872.95
	TOTAL	**=$102,885.55**

Barbara Jenkins St. (From Blake Ave. to Washington Ave.)

Milling	3,564 SY @ $2.20	=$ 7,840.80
Pave w/1.5" SP-9.5	312 TN @ $85.93	=$ 26,810.16
ADA Ramps	8 EA @ $1,245.00	=$ 9,960.00
Demo & Replace Sidewalk 4"	1,602 SF @ $5.73	=$ 9,179.46
Demo & Replace Sidewalk 6"	368 SF @ $6.25	=$ 2,300.00
Demo & Replace "F" Curb	422 LF @ $22.35	=$ 9,431.70
	TOTAL	**=$ 65,522.12**

Japonica Lane (From Myrtle Lane to Pineda St.)

Milling	2,921 SY @ $2.20	=$ 6,426.20
Pave w/1.5" SP-9.5	256 TN @ $85.93	=$ 21,998.08
Demo & Replace Miami Curb	1,362 LF @ $22.35	=$ 30,440.70
	TOTAL	**=$ 58,864.98**

GRAND TOTAL =$294,707.79

Milling and Paving Total = $171,314.39

Sidewalk and ADA Compliant Ramp and Curb Total = $123,393.40

Notes:

1. Payment is to be made within 30 days after completion of work. City of Cocoa agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
2. Prices will be honored for 30 days from the date of this proposal.
3. New asphalt pavement takes approximately 60 days to cure. During this period, it is possible for pavement scuffing (i.e. tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
4. Asphalt prices for this proposal are based on the current Brevard County Contract #B-4-18-50.

Exclusions are as follows:
Fees, Bonds or Permits
Weekend, Holiday, or Night Work
Testing
Utility Risers
Survey or Layout

APPROVED & ACCEPTED BY:

GOODSON PAVING, INC.:	CITY OF COCOA:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Legislation Details (With Text)

File #:	19-646	**Version:**	1	**Name:**	HOME Disbursement Agreement
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/4/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve the FY 2019-2020 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $506,207.65 and approve a Resolution amending the FY2020 budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Home Disbursement Agreement-ADA City of Cocoa.docx City of Cocoa EXHIBIT B-D FY 19-20.docx Budget Resolution FY 2020.docx BAF 20-025-CS-HOME Disbursement (1-8-19) Agenda 19-646.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2019
Agenda Date: January 8, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the FY 2019-2020 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $506,207.65 and approve a Resolution amending the FY2020 budget.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
3) Rental units built before 1950 occupied by poor households.
4) Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost.

5) Number of families at or below poverty level.
6) Population of a jurisdiction multiplied by a net per capita income (pci).

The Brevard County HOME Consortium shall receive $1,185,557.00. The City's allocation is approximately 5.645 percent of the total HOME allocation the County receives.

Brevard County is responsible for the administration and compliance of regulations which govern these funds, as lead entity for the HOME Consortium. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and each of the four (4) cities is executed to ensure funds are administered in accordance with HOME regulations and allows Brevard County to reimburse the City for any funds expended during the fiscal year.

Staff recommends Council approve the FY 2019-2020 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $506,207.65 as follows:

FY 2019-2020 Allocation	$65,872.88
Carry Forward Balance	$440,334.77
*Program Income	$0.00
Total Contract Amount	**$506,207.65**

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Budgeted Yes/Partially

The cost of this program is budgeted in 104-3240-554.83-00 Other Grants and Aids. The attached Budget Amendment is to update the Budget to accurately reflect the cost of the program. Personnel costs are budgeted within the appropriate payroll lines in the amount of $5,269.83 (8% of the allocation).

Budget Amendment # 20-025

Account Name Cash Carry Forward
Account Number 104-0000-389.99-10
Amount $3,863.00

Account Name Other Grants and Aids
Account Number 104-3240-554.83-00
Amount $3,863.00

Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve the FY 2019-2020 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $506,207.65 and approve a Resolution amending the FY2020 budget.

City of Cocoa Budget Adjustment Form FY 2020 - 20-025

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3240 | DATE PREPARED: 12/03/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,863	104-0000-389.99-10		Cash Carryforward	$ 310,279	$ 310,279	$ 314,142	$ 314,142
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,863	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,863	104-3240-554.83-00		Other Grants & Aids	$ 492,026	$ 892,026	$ 895,889	$ 488,163
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,863	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD). This budget amendment is increasing the HOME Grant Carryforward amount to match HOME Disbursement Agreement. Agenda item 19-646.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/08/20 *RESOLUTION #:* 2020-001

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

12/3/19	Ibis Berardi Digitally signed by Ibis Berardi Date: 2019.12.04 09:48:20 -05'00'	12/30/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.12.30 09:42:02 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/16/19	Nancy Bunt Digitally signed by Nancy Bunt Date: 2019.12.16 16:23:44 -05'00'	1/2/20	Lora Howell Digitally signed by Lora Howell Date: 2020.01.02 08:57:27 -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 #:	20-16	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Ordinance No. 26-2019/Second & Final Reading: Amending Section 2-4 of the City Code to allow Preferences for Local Vendors as to City Purchases. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 26-2019.pdf Legal Ad Confirmation Ordinance No. 26-2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 8, 2020
Prepared By: Carie Shealy, City Clerk
Through: Rebecca Bowman, Finance Director
Requested Action:
Ordinance No. 26-2019/Second & Final Reading: Amending Section 2-4 of the City Code to allow Preferences for Local Vendors as to City Purchases.

BACKGROUND:

At the November 13, 2019 City Council meeting, the City Council considered the City's existing local vendor preference policy which is currently part of the City's Purchasing Policy Section 15 published in the City's Financial Operations Manual. The existing policy was adopted by the City Council in 2009.

Upon review the City Council supported maintaining the local preference policy, but directed that changes be made and presented in an ordinance for further consideration. The changes include: (1) increasing the threshold from 3% to 5%; (2) require the local business to match the lowest bid as a condition of receiving a local preference; and (3) require the City Manager to provide the Council an annual report on the use of the local preference in order to allow the Council to regularly evaluate the effectiveness of the local preference policy.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved Ordinance No. 26-2019 on First Reading at its Regular City Council Meeting held on December 11, 2019.

RECOMMENDED MOTION:

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

ORDINANCE NO. 26-2019

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

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

WHEREAS, the City spends significant amounts in purchasing personal property, materials, and contractual services, the dollars for which are derived, in large part, from taxes and fees imposed on local businesses; and

WHEREAS, the City Council has determined that funds generated from the community should, to the extent possible, be placed back into the local economy; and

WHEREAS, under the terms and conditions of this Ordinance, the City Council has determined that it is in the best interest of the City to give a preference to local businesses in making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposals received in relation to such expenditures; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens 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 fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 2, Section 2-4, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 2, Section 2-4. It is intended that the text in Chapter 2, Section 2-4 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

Sec. 2-4. Purchasing and contract procedures.

* * *

(e) In the letting of contracts for procurement of materials, supplies, equipment or services, the City shall give a preference to local businesses in the following manner:

(1) The City shall give a preference to local businesses located within Brevard County in an amount not to exceed 5% of the total bid price submitted by the local business. If the lowest bidder is not a Brevard County-based business and a local business has submitted a bid within 5% of the lowest bid, the local business bidder with the lowest bid within 5% shall be deemed the lowest bid upon written notice by the City, provided the local business responds in writing to the written notice by affirmatively agreeing to match the bid of the lowest bidder. Said written response agreeing to match the lowest bid must be delivered to the City no later than two (2) business days from the date that the City delivered the written notice. If the local business refuses to match the lowest bid or fails to timely respond to the City's written notice, the local business' bid shall not be adjusted.

(2) A business is considered a local business for purposes of this section if it has a permanent, physical business address located within the City or Brevard County limits, and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address. Local businesses must provide documentation of their status at the time of bid submittal.

(3) The local preference policy shall not apply to the following purchases or contracts:

(i) Contracts or purchases in excess of one million dollars ($1,000,000.00).

(ii) Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes).

(iii) Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

(iv) State or federal law prohibits the use of local preferences.

(v) Goods or services provided pursuant to a cooperative purchasing agreement.

(vi) When the City has waived competitive bidding requirements.

(vii) Purchases made or contracts let under emergency situations.

(viii) Purchases or contracts let under a bid or request for proposal which the City has expressly waived, in the invitation to bid or request for proposal, the requirements of this local preference policy.

(ix) The City has deemed the business unqualified to perform the work.

(x) The City rejects all bids or proposals.

(xi) All the bids exceed the City's budgeted amount for the project.

(4) The local preference requirements of this section do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

(5) The City Manager will provide an annual report to the City Council in January summarizing the previous year's use of the local preference to award City contracts.

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

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

Section 5. Update the City's Financial Operations Manual. This Ordinance shall be incorporated into the City of Cocoa Financial Operations Manuel by the Finance Director.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____
Jake Williams Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003955815
Pymt Method Invoice
Net Amt: $246.94

Run Times: 1

No. of Affidavits: 1

Run Dates: 12/29/19

Text of Ad:

AD#3955815 12/29/19
CITY OF COCOA
NOTICE OF PUBLIC HEARING

January 8, 2020

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, January 8, 2020, 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. 26-2019

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

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 insure 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 16th
day of December, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-22	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Ordinance No. 24-2019/2nd & Final Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	24-2019 Ordinance re Annexation Cape Canaveral Heights.pdf Ex A Ordinance 24-2019 (complete).pdf Exhibit B - Annexation Report.pdf Exhibit C - Letter to Brevard County.pdf Exhibit D - Receipt of Certified Letter (signed).pdf Exhibit E - Pre-Annex Agmt and Petitions (signed).pdf Exhibit F - Notification to property owners.pdf Exhibit G - No registered Voters on Property to be Annexed.pdf Legal Ad Proof - Annexation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 24-2019 / 2nd Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

BACKGROUND:

Prior to commencing the annexation process, staff prepared a report entitled “Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report,” hereinafter referred to as “Annexation Report.” The Annexation Report established that the study area, of which the subject area for this annexation is a part, met the requirements for annexation as outlined in Chapter 171 of the Florida Statutes. A copy of the Annexation Report is attached to this agenda item (Exhibit B). The Annexation Report was approved by City Council on October 9, 2019. A copy of the Annexation Report was transmitted to the Brevard County Board of County

Commissioners on October 11, 2019 and signed for on October 15, 2019. (Exhibits C and D)

As indicated in the Annexation Report, the City will conduct annexations in accordance with Section 171.0413 (6), Florida Statutes. This section provides that consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required and will be obtained by the City of cocoa prior to final adoption of the annexation ordinance. Related to this requirement, the City Council approved a Pre-Annexation Agreement with the applicant and accepted three Petitions of Annexation on November 13, 2019. (Exhibit E)

Staff notified property owners within the annexation area of the City's intent to annex their property along with the date and location of the two public hearings at which this item will be considered. (Exhibit F)

Staff confirmed with the Brevard County Supervisor of Elections that no registered electors currently reside in the proposed annexation area. Attached hereto is a memorandum of record to this effect. (Exhibit G)

Proposed Annexation Area:

The proposed annexation area is generally located at the intersection of State Road 524 and State Road 520, and more specifically west of Adamson Road and north of State Roads 520 and 524. The metes and bounds description for the proposed annexation area is described in Exhibit "A".

The proposed annexation comprises 59 parcels and ±139.23 acres of real property, of which 43 parcels (122.58 acres) are consenting and 16 parcels (16.65 acres) are non-consenting. This annexation is therefore consistent with the aforementioned requirements of the Florida Statutes.

Current and Proposed Future Land Use and Zoning:

City of Cocoa future land use designation and zoning classification have not been determined and are not required at this time. However, a preliminary land use analysis was performed during the preparation of the Annexation Report.

Adequate Public Facilities

The Annexation Report provided an analysis of facilities available to serve the annexation study area. The Report determined that the City of Cocoa has, and can provide, the necessary public facilities and services to serve the Cape Canaveral Heights, State Road 520 and State Road 524 Annexation study area in the same manner as such services are provided within the rest of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The future budgetary impact is difficult to fully assess due to the undeveloped nature of the land. The total taxable value for the proposed annexation area will be increased by future development, in this case with a Planned Unit Development containing an unknown number of single-family residences and community amenities.

PREVIOUS ACTION:

City Council approved an Annexation Report entitled “Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report” at its October 9, 2019 regular city council meeting.

City Council approved a Pre-Annexation Agreement and accepted three (3) Irrevocable Petitions to Annex Real Property at it November 13, 2019 regular city council meeting.

City Council approved the 1st Reading of Ordinance 24-2019 at its December 11, 2019 regular city council meeting.

RECOMMENDED MOTION:

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

ORDINANCE NO. 24-2019

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

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, on October 9, 2019, the City Council adopted the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report which demonstrates that the real property subject to this Ordinance is appropriate for annexation by the City of Cocoa and that the City of Cocoa has the capability to provide needed public facilities and services to said property ("Annexation Report"). Said Annexation Report is on file at City Hall and is hereby incorporated herein by this reference in support of the annexation adopted by this Ordinance; and

WHEREAS, the metes and bounds legal description of the real property which is subject to annexation by this Ordinance is set forth in Section 2 of this Ordinance; and

WHEREAS, the City Council finds that the City has provided written notice of the subject annexation and report to Brevard County and mailed written notice to the affected property owners in accordance with the requirements of Section 171.042, Florida Statutes; and

WHEREAS, the City Council also finds that the City has published the required legal advertisements twice in a newspaper of general circulation in accordance with Section 171.0413, Florida Statutes; and

WHEREAS, the First National Real Estate Company, Inc. (a successor by merger with Cape Canaveral Heights Properties, Inc.) Property, the Gigi II LLC Property and the Jacob Aaron Corporation Property, hereinafter referred to as the "Consenting Annexation Properties," total 43

parcels of land and consist of 122.58 acres and are legally described and illustrated in **EXHIBIT "A"**; and

WHEREAS, the owners of the Consenting Annexation Properties ("Consenting Property Owners") have filed with the City, and the City Council has previously accepted, written irrevocable petitions for annexation committing to the City's annexation of the Consenting Annexation Properties into the municipal boundaries of the City of Cocoa; and

WHEREAS, the other real property subject to this Annexation consists of 16 parcels of land and 16.65 acres and are legally described and illustrated in **EXHIBIT "A"** ("Other Annexation Properties"); and

WHEREAS, the Consenting Annexation Properties and Other Annexation Properties are located within unincorporated Brevard County, Florida; and

WHEREAS, there are no registered electors on the Consenting Annexation Properties and Other Annexation Properties; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the Consenting Property Owners are the owners of parcels of land representing more than fifty percent (50%) of the parcels of land in the area to be annexed; and

WHEREAS, the Consenting Property Owners are the owners of more than fifty percent (50%) of the land in the area to be annexed; and

WHEREAS, the City Council has determined that the annexation of the Consenting Annexation Properties and the Other Annexation Properties have met all of the procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of cocoa Comprehensive Plan, Charter, and the City Code; and

WHEREAS, in the best interests of the public health, safety and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject

property.

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

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

Section 2. Annexation of Real Property. The area of real property, which is more particularly described in the metes and bounds legal description and location map attached hereto as **EXHIBIT "A,"** is hereby annexed into the City of Cocoa by the City Council. **EXHIBIT "A"**, which consists of two (2) pages, is hereby fully incorporated herein by this reference. The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this Ordinance.

Section 3. City Boundaries Redefined; Cocoa Charter Amended; Recording. Pursuant to section 166.031(3), Florida Statutes, and section 171.091, Florida Statutes, the City of Cocoa Charter, Article I, Section 1, shall hereby be amended to redefine the corporate boundaries of the City of Cocoa to include the area of real property described in Section 2 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article I, Section 1, with the Department of State within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Brevard County, the Chief Administrator of Brevard County, and the Department of State within seven (7) days of the effective date. A copy of the Ordinance shall also be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

Section 4. 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 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of January, 2020.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

EXHIBIT
tabbies
A
Ordinance 24-2019
PAGE 1 of 2

DESCRIPTION:

A parcel of land lying in the east 1/2 of Section 28, Township 24 South, Range 35 East, Brevard County, Florida and being more particularly described as follows;

Begin at the intersection of the westerly right-of-way line of Adamson Road and the northerly right-of-way line of State Road No.524; thence South 53°26'00" West, along the north right-of-way line of said State Road No.524, a distance of 388.37 feet to the southeast corner of lands as described in O.R. Book 3582 Page 2877; thence North 36°34'01" West, along the east line of said lands, a distance of 330.00 feet to the northeast corner of said lands; thence South 53°26'01" West, along the north line of said lands as described in O.R. Book 3582 Page 2877 and the north line of lands as described in O.R. Book 2756 Page 302 and the north line of lands as described in O.R. Book 3582 Page 2875 all of the Public Records of Brevard County, Florida, a distance of 396.00 feet to the northwest corner of said lands as described in O.R. Book 3582 Page 2875; thence South 36°34'01" East, along the west line of said lands as described in O.R. Book 3582 Page 2875, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 324.01 feet to the southeast corner of lands as described in O.R. Book 6374 Page 2660 of said Public Records; thence North 36°33'56" West, along the east line of said lands, a distance of 330.01 feet; thence South 53°26'01" West, along the north line of said lands, a distance of 132.00 feet; thence South 36°34'01" East, along the west line of said lands, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 414.94 feet; thence North 36°33'59" West, along said northerly right-of-way line of State Road No.524 and the northerly right-of-way line of State Road No.520 a distance of 32.00 feet to a point on the arc of a 1100.08 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 27°19'20", a distance of 524.58 feet said curve having a chord bearing of South 73°27'48" West and a chord distance of 519.63 feet to the Point-of-Tangency; thence South 87°39'42" West along the north right-of-way line of State Road No.520 a distance of 20.59 feet to the Point-of-Curvature of a 1100.25 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 17°43'17", a distance of 340.30 feet said curve having a chord bearing of North 82°56'22" West and a chord distance of 338.95 feet; thence North 74°06'29" West, along said northerly right-of-way line, a distance of 403.04 feet to a point on the north-south midsection line of said Section 28; thence North 00°15'37" East, along said north-south midsection line, a distance of 2855.32 feet to a point on the south line of a FPL agreement as recorded in O.R. Book 561 Page 876 of said Public Records; thence South 89°46'43" East, along said south line, a distance of 2055.51 feet to the northwest corner of lands as described in O.R. Book 3766 Page 1897 of said Public Records; thence South 01°02'16" West, along the west line of said lands and the west line of lands as described in O.R. Book 7566 Page 2584 of said public records, a distance of 937.42 feet to the southwest corner of said lands as described in O.R. Book 7566 Page 2584; thence North 89°47'35" East, along the south line of said lands, a distance of 303.17 feet to the northwest corner of lands as described in O.R. Book 7594 Page 1640 of said Public Records; thence South 01°09'41" West, along the west line of lands as described in O.R. Book 7594 Page 1640, O.R. Book 7476 Page 1366 and O.R. Book 7612 Page 1300 all of said Public Records a total distance of 565.24 feet; thence South 89°35'24" East, along the south line of said lands as described in O.R. Book 7612 Page 1300, a distance of 256.24 feet to a point on the aforesaid west right-of-way line of Adamson Road; thence South 01°12'27" West along said west right-of-way line a distance of 387.12 feet to the Point-of-Beginning

Containing 139.23 acres more or less and being subject to any easements and/or rights-or-ways of record.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. TITLE REPORT NOT PROVIDED.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MIDSECTION LINE BEING N.00°15'37"E. AN ASSUMED BEARING.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED CORRECT TO:
   BDM FINANCIAL

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the standards of practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 28	A SKETCH AND DESCRIPTION PREPARED FOR: BDM FINANCIAL	Date : 03/14/19
Twp.: 24 South		Scale : 1"=600'
Rng.: 35 East	BREVARD COUNTY FLORIDA	P. N. : 391801
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No. 2 of 2
Drn. by : JCC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953	
Chk. by : JBC	PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeanette M
755	24-35-28-00-755	2408310	Green, Tammy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
759	24-35-28-00-759	2408314	Green, Milford L
773	24-35-28-00-773	2408328	Ditsch, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehresman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Molto, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Koontz, Doris M
808	24-35-28-00-808	2441803	Joseph, Ceio; Joseph, Marietta
809	24-35-28-00-809	2443045	Carpiniello, Anthony

PARCELS OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
1	24-35-28-00-1	2408228	Cape Canaveral Heights Properties, Inc.
7	24-35-28-00-7	2408234	Jacob Aaron Corp.
17	24-35-28-00-17	2408244	Jacob Aaron Corp.
20	24-35-28-00-20	2408247	Jacob Aaron Corp.
28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±	
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.±	(88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.±	(12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

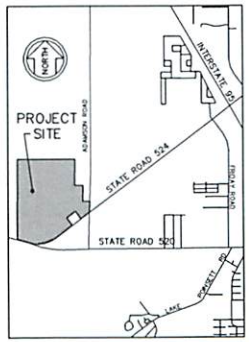
NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel Information is shown as per the Brevard County Property Appraiser's website.

LOCATION MAP



UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

ANNEXATION MAP PREPARED FOR
Cape Canaveral Heights Properties, Inc.; Jacob Aaron Corp.; Gigi II, LLC
City of Cocoa Florida

Bussen-Mayer Engineering Group, Inc.
100 PARKELL STREET MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0052 • FAX NO.: (321) 453-0053

REVISIONS	DATE	BY
REV PER ATTORNEY REVIEW	03/19/19	AC

Sec.: 28
Twp.: 24 South
Rng.: 35 East
Design by : N/A
Drawn by : L.B.
Checked by : J.W.M.

Date : Feb. 20, 2019
Scale : 1" = 200'
Proj. No.: 391801
Sheet No. 1 of 1

EXHIBIT A
Ordinance 24-2019
Page 2 of 2

C:\Dwg\Eng\391801 Miller Group\391801 Layouts\391801 ANNEXATION PLAN.dwg, 3/19/2019 9:21:20 AM, Jerry, Color 3, Jerry

CITY OF COCOA
Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

October 9, 2019

Prepared by:
Nancy Bunt, Community Services Director
Angela Essing, Senior Planner

Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

This report was prepared pursuant to Section 171.042, Florida Statutes, and sets forth the plans to annex real property located in the NW quadrant of State Road 524 and State Road 520 ("Annexation Study Area"). The Annexation Study Area meets the requirements for annexation under Chapter 171, Florida Statutes. The Annexation Study Area consists of approximately ±139.23 acres of vacant land which has an existing layout of subdivided lots and 60' foot access easements for future residential development. No registered electors exist on the Annexation Study Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required and will be obtained by the City of Cocoa prior to final adoption of the annexation ordinance. This report demonstrates that the City can provide the needed public facilities and services to the Annexation Study Area in the same manner as such services are provided within the rest of the City of Cocoa. Said area is suitable for development for urban purposes.

Introduction

The annexation area considered in this study is located in unincorporated Brevard County, primarily north of the intersection of State Road 524 and State Road 520 bounded on the west vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light Right-Of-Way. This area is in Brevard County Commission District #1, which is currently represented by Commissioner Rita Pritchett. If annexed into the City of Cocoa, the area would be in City Council District #3, which is represented by City Councilmember Don Boisvert. Refer to Exhibit 1 - Location Map.

The development pattern within the annexation area is low density residential with native vegetation. The area to the southeast is currently being developed for urban purposes with a suburban form. This is evidenced by the existing subdivision of lots and tracts within the Annexation Study Area and surrounding area. The Annexation Study Area is surrounded by vacant parcels and single-family development, an agricultural use to the west, residential and vacant vegetation along State Road 520 to the south, and vacant parcels and residential development to the east. The State Road 524 and 520 interchange is located at southernmost point of the annexation area. The State Road 524 and Adamson Road interchange is located at the southeast portion of the annexation area.

The annexation study area is reasonably compact and contiguous to existing City boundaries, is not part of another incorporated municipality, is urban in character, and would not create an enclave upon annexation. The annexation area meets the criteria set forth in subsection 171.043 of the Florida Statutes, entitled, "Character of the Area to be Annexed."

Current and Proposed Future Land Use and Zoning

Following annexation, the City of Cocoa will initiate comprehensive plan amendments to assign the appropriate residential City future land use designations for the annexed properties. The proposed residential future land use designations and zoning classifications presented in this annexation study report are preliminary, they may be modified once a more detailed land use analysis occurs when initiating the necessary comprehensive plan amendments. Preliminarily, Brevard County's and Cocoa's

proposed future land use designations are generally consistent. The proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. 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 a comprehensive plan amendment for the annexed area. Refer to Exhibit 2 – Brevard County Existing Future Land Use Designations, Exhibit 3 – City of Cocoa Proposed Future Land Use Designations, and Exhibit 4 – Brevard County Existing Zoning, and Exhibit 5 – City of Cocoa Proposed Zoning.

General Land Use Pattern

Surrounding Uses	Current Use	Zoning	Future Land Use	Density Designation
Subject Property	Vacant and residential dwellings	County AU, RVP, & TR-3	County Residential 2	2 du/1 acre
North	Vacant	County AU & RR-1	County Residential 2	2 du/1 acre
East	Commercial businesses and residential dwellings	County AU & County RR-1 & City RR-1	County Neighborhood Commercial & Residential 8	N/A & 8 du/1 acre
South	Vacant	County PUD & BU-1	County Community Commercial & Residential 8	N/A & 2 du/1 acre
West	Vacant	County AU	RES-1	1 du/1 acre

Current and Potential Service Providers

Service	Current Service Providers (Brevard County)	Potential Service Providers (City of Cocoa)
Potable Water	City of Cocoa	City of Cocoa
Wastewater	Private Septic Systems, and Brevard County	Brevard County or City of Cocoa
Reclaimed Water	None	City of Cocoa
Electric Service	Florida Power and Light	Florida Power and Light
Solid Waste	Brevard County/Private haulers	City of Cocoa/Private hauler
Stormwater	Brevard County	City of Cocoa
Police	Brevard County Sheriff's Office	City of Cocoa
Fire	Brevard County Fire Department	City of Cocoa

What follows is a brief description of how the City of Cocoa will provide each of the needed urban services to the Cape Canaveral Heights, Ste Road 520 and State Road 524 study area upon annexation.

Potable Water: The annexation study area is currently served by the City of Cocoa for potable water services. The City has a 36" PCCP (Pre-Stressed Concrete Cylinder) distribution line located within the right-of–way of State Road 524. Within the right-of-way of State Road 520 the City of Cocoa has a 36" PCCP distribution line and a 54" PCCP distribution line. The City also has a network of water service lines including a 12" AC (Asbestos Cement) water main located within the right-of-way of Adamson Road. See Exhibit 6, 7 and 8.

If annexed, the subject properties will remain with the City of Cocoa water service and there will be no interruption of service. The current 10% surcharge for outside-City water service will be discontinued upon annexation.

Wastewater: The annexation study area is currently served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains. The City of Cocoa and Brevard County will need to enter into service agreements for this annexation. See Exhibit 9.

Reclaimed Water: The annexation study area is not currently served by Brevard County or the City of Cocoa for reclaimed water services. The City of Cocoa reclaimed water services are expanding to the west with developments like Integra on State Road 524 and with continued expansions will serve this area in the future.

Electric Service: The annexation study area is served by Florida Power & Light for electric services. If annexed, the neighborhood will remain with Florida Power & Light and there will be no interruption of service. Upon annexation, electric rates will remain same.

Solid Waste: The annexation area is currently served by a private solid waste contractor, Waste Management for garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management will continue to provide service to this area.

Stormwater Management: The Annexation Study Area will be subject to the City of Cocoa's stormwater utility program upon annexation. 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 will provide a special benefit to the Annexation Study Area including, but not limited to, maintenance for the retention ponds and drainage features in the area. The amount of the stormwater special assessment would vary depending on the amount of imperviousness on each property, and on whether the annexed properties have existing on-site stormwater management systems and will be billed on the annual tax bill.

The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) Assessment Rates for Single Family Parcels (residential)*

Tier 1: 400-2,300 sq. ft. of impervious area	Tier 2: 2,400-4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$71.96	$110.71	$192.64

*Independent of any common area associated with the parcel.

Assessment Rates for Non-Single-Family Parcels per Equivalent Residential Unit (ERU) is $110.71. Upon annexation, the City of Cocoa will evaluate the area to determine any deficiencies related to drainage and stormwater management.

Police Protection: The annexation area is currently served by the Brevard County Sheriff's Department for crime prevention and police protection services. Upon annexation, the City of Cocoa Police Department has indicated that they would 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. The annexation study would become part of the City of Cocoa Police Department's law enforcement jurisdiction.

Fire Protection: The Annexation Study Area is currently served by the Brevard County Fire Department for fire prevention and protection services. Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. Back-up service is provided by Cocoa Fire Department Engine 31 (1740 Dixon Blvd), located ±6 miles from the same intersection, that currently provides ALS (Advanced Life Support) as well as fire protection and prevention service to the area. Upon annexation, the Annexation Study Area will be subject to the City of Cocoa's levy of an annual fire special assessment to fund all or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa. The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) fire assessment rates are as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$215.63	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$152.46	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$9.55	$13.55

Upon annexation, the City of Cocoa's Fire Station No. 3 (3505 SR 524), located ±4 miles from the intersection of State Road 520 and State Road 524, will serve as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located ±6 miles from the same intersection and Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

Brevard County and the City of Cocoa currently operate under an Automatic Aid Agreement for ALS services, therefore the existing level of emergency rescue services will be maintained. C.F.R 1910 requires two firefighters outside a structure when any team of firefighters enters a smoke-filled structure. NFPA 1710 requires adequate firefighting personnel on scene prior to fire ground interior operations. These two mandates essentially require that initial and back-up units arrive on scene to provide safe and effective fire scene operations. Therefore, the City of Cocoa is, for all intents and purposes, in a better position to provide fire prevention and protections services due to the closer proximity of back-up resources.

Summary

The Cape Canaveral Heights, State Road 520 and State Road 524 Annexation Study Area is contiguous and compact and, upon annexation, would provide a logical extension of City boundaries. Said area is currently subdivided and suitable for urban purposes. The City of Cocoa has, and can provide, the necessary public facilities and services to serve the Cape Canaveral Heights, State Road 520 and State Road 524 Annexation study area in the same manner as such services are provided within the rest of the City of Cocoa.

Exhibit 1

EXHIBIT 1



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeanette M
755	24-35-28-00-755	2408310	Green, Tommy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
759	24-35-28-00-759	2408314	Green, Milford L
773	24-35-28-00-773	2408328	Ditsch, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehresman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Motte, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Koontz, Doris M
808	24-35-28-00-808	2441803	Joseph, Celo; Joseph, Marietta
809	24-35-28-00-809	2443045	Carpinello, Anthony

PARCELS OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
1	24-35-28-00-1	2408228	Cape Canaveral Heights Properties, Inc.
7	24-35-28-00-7	2408234	Jacob Aaron Corp.
17	24-35-28-00-17	2408244	Jacob Aaron Corp.
20	24-35-28-00-20	2408247	Jacob Aaron Corp.
28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.± (88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.± (12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

LOCATION MAP



NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

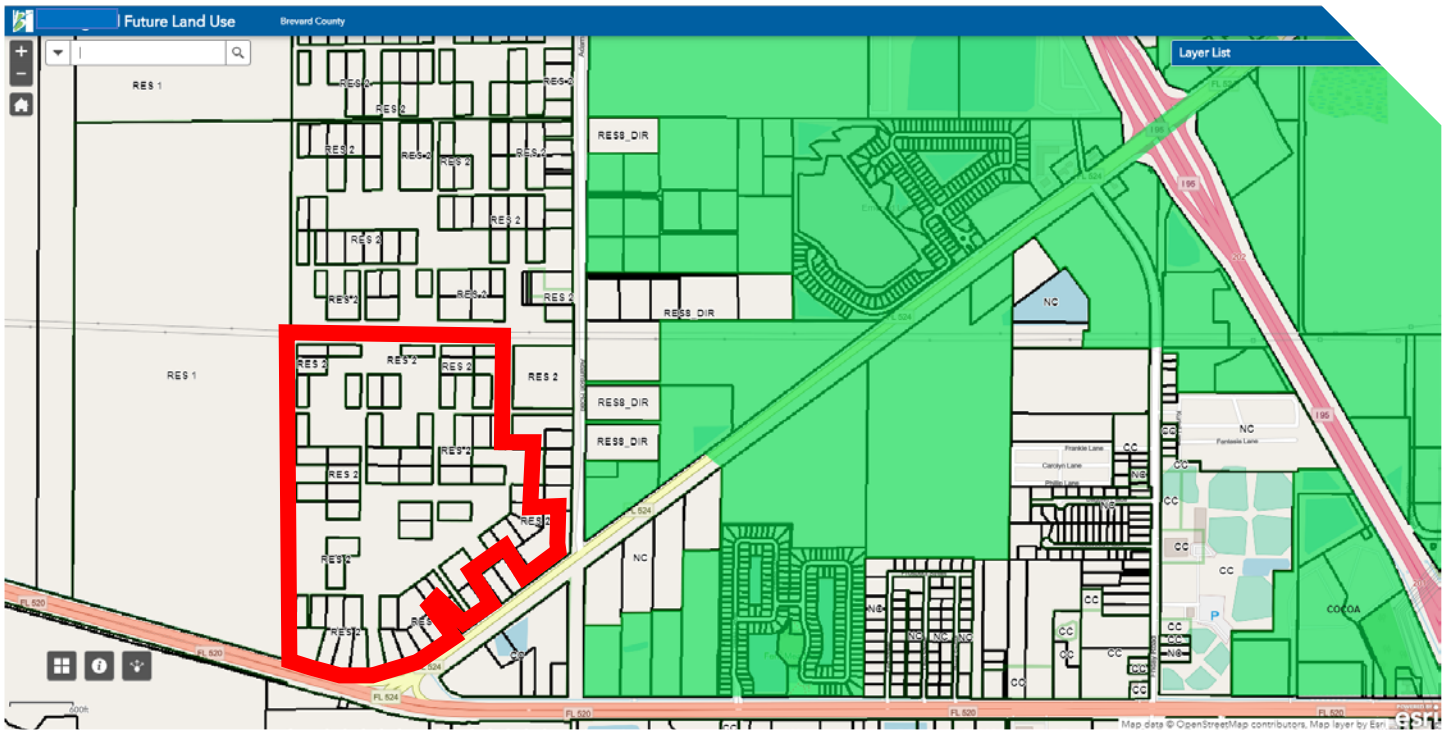
EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

Sec.: 28	
Twp.: 24 South	
Rng.: 35 East	
Design by : N/A	
Drawn by : L.B.	
Checked by : J.W.M.	
Date : Feb. 20, 2019	
Scale : 1" = 200'	
Proj. No.: 3918D1	
Sheet No.	1 of 1

02/21/19 | RCF FOR ATTORNEY REVIEW | 4

ANNEXATION MAP PREPARED FOR
Cape Canaveral Heights Properties, Inc.; Jacob Aaron Corp.; Gigi II, LLC
City of Cocoa, Florida

Bussen-Mayer Engineering Group, Inc



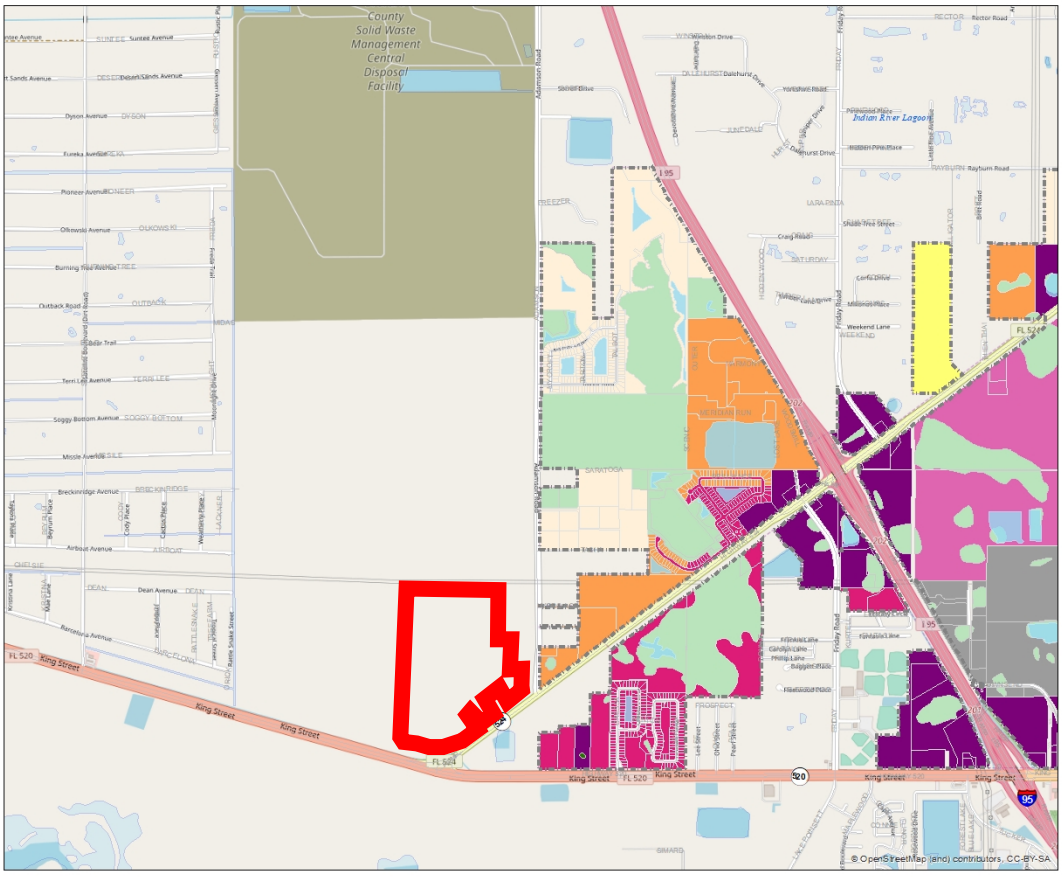


Exhibit 3
Future Land Use Map

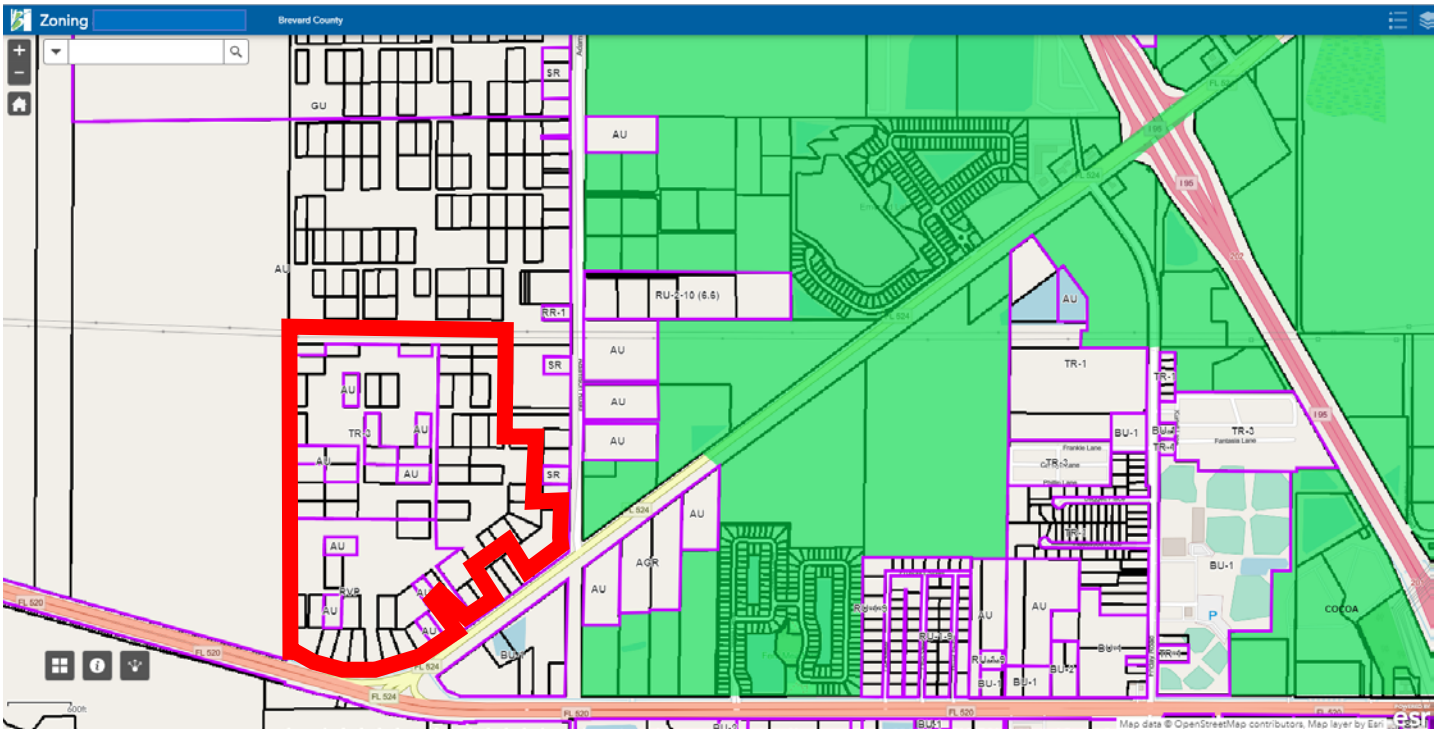
COCOA FLORIDA

- Cocoa City Limits
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Regional Activity Center
- Neighborhood Commercial
- Commercial
- Industrial
- Institutional
- Recreation/Open Space
- Conservation

0 0.3 0.6
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

Exhibit 4



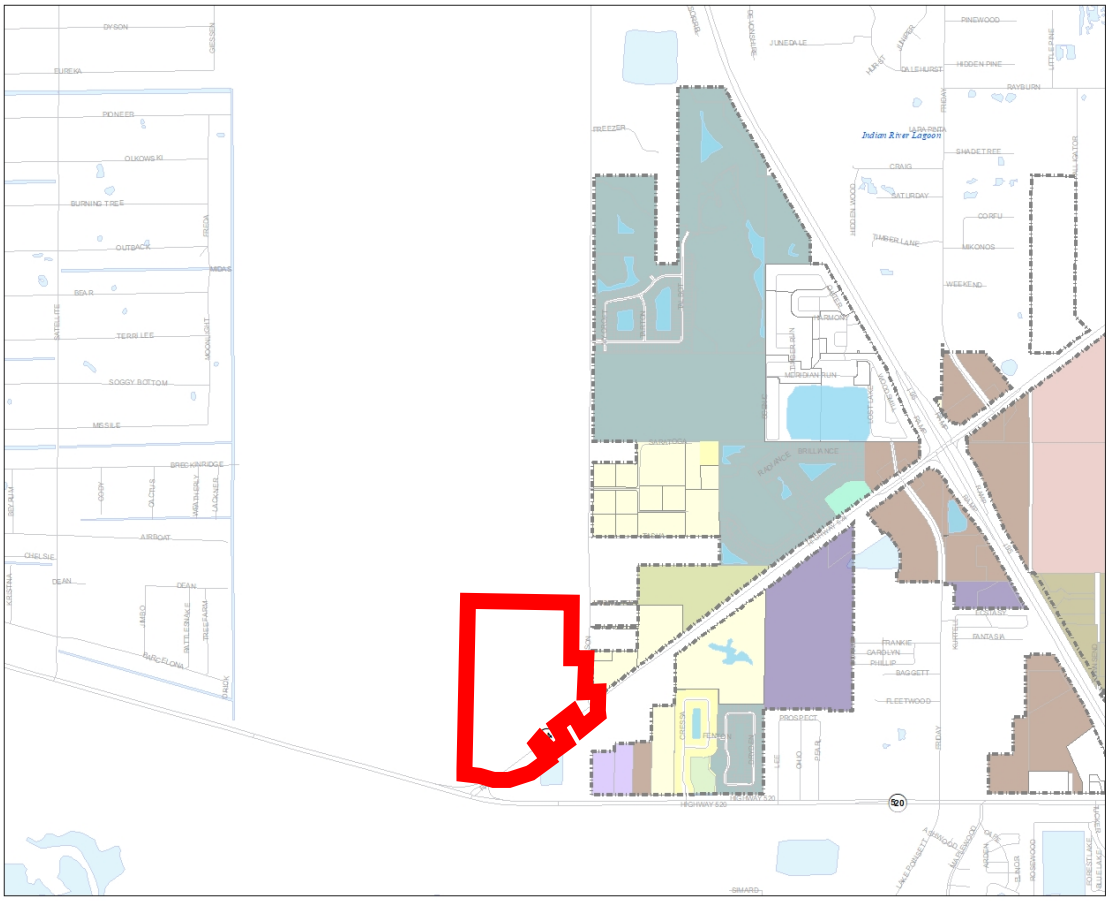


Exhibit 5
Zoning Map

COCOA FLORIDA

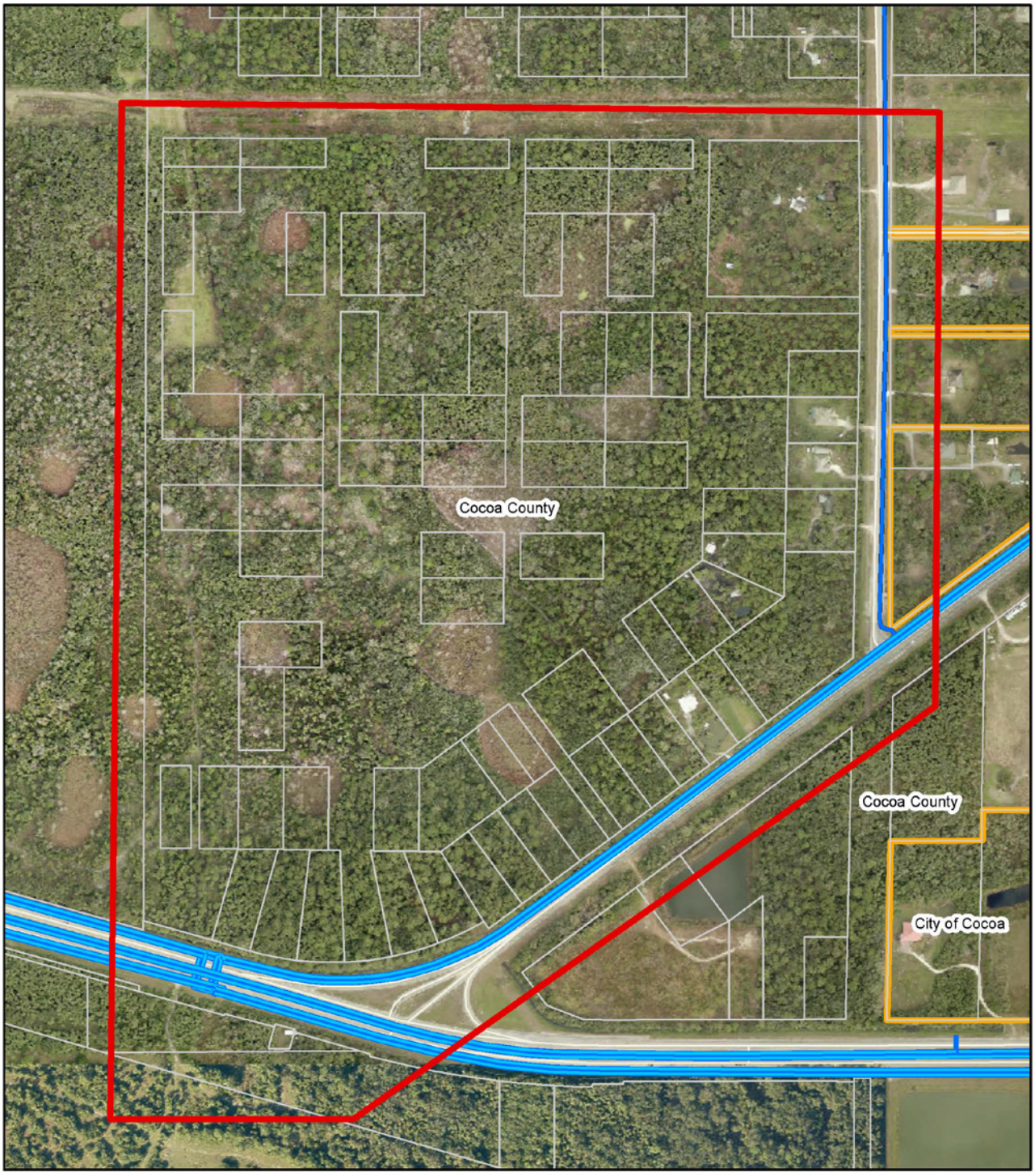
Zoning

Zoning Classification

- RA
- RR-1
- RE
- RU-1-7
- RU-1-7a
- RU-2-10
- RU-2-15
- RU-2-25
- RM-3
- R-P
- C-R
- C-N
- CBD
- CBD-CVO
- P-S
- C-P
- C-C
- C-G
- C-W
- PUD
- UMD
- INST
- M-1
- M-2
- CNTY Zone
- Cocoa City Limits
- Waterbodies

0 0.325 0.65
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

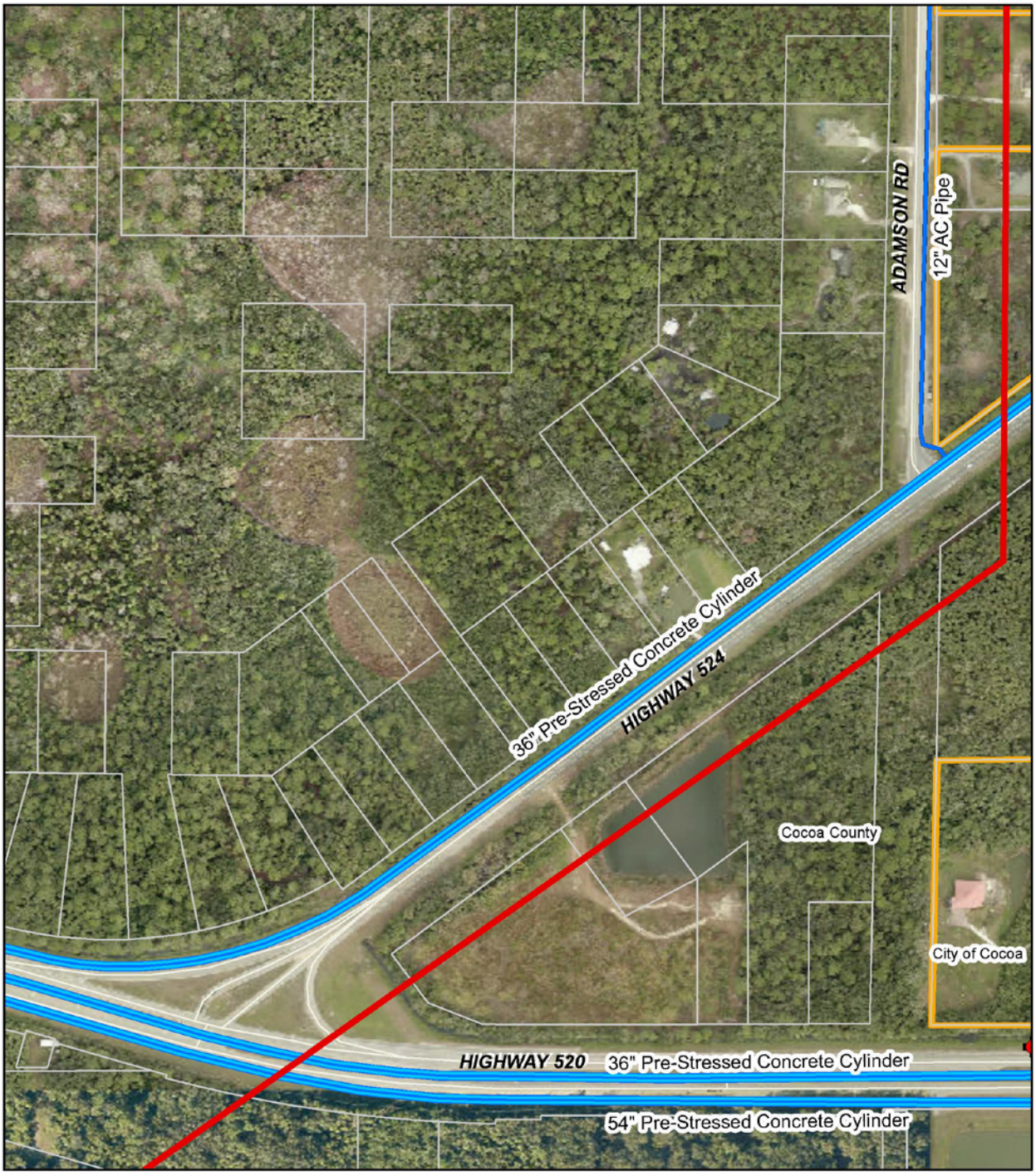
524 & 520 Overall

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
- 12" Pipe
- 20" to 54"

Sewer Mains
- Cocoa

Reclaim Mains
- Cocoa

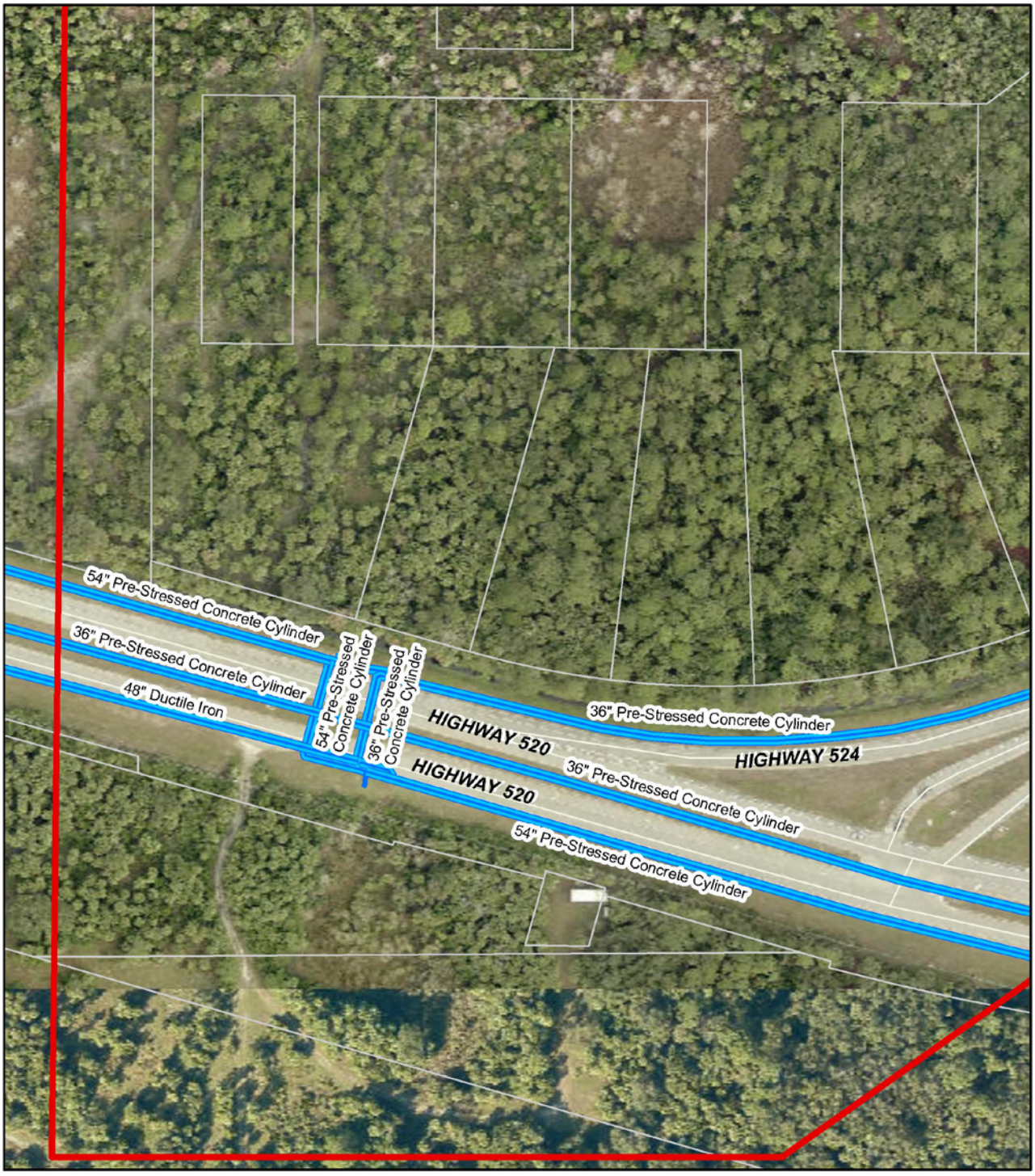
N W E S

524 & 520 North End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd
Cocoa FL 32922
Date: 4/18/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

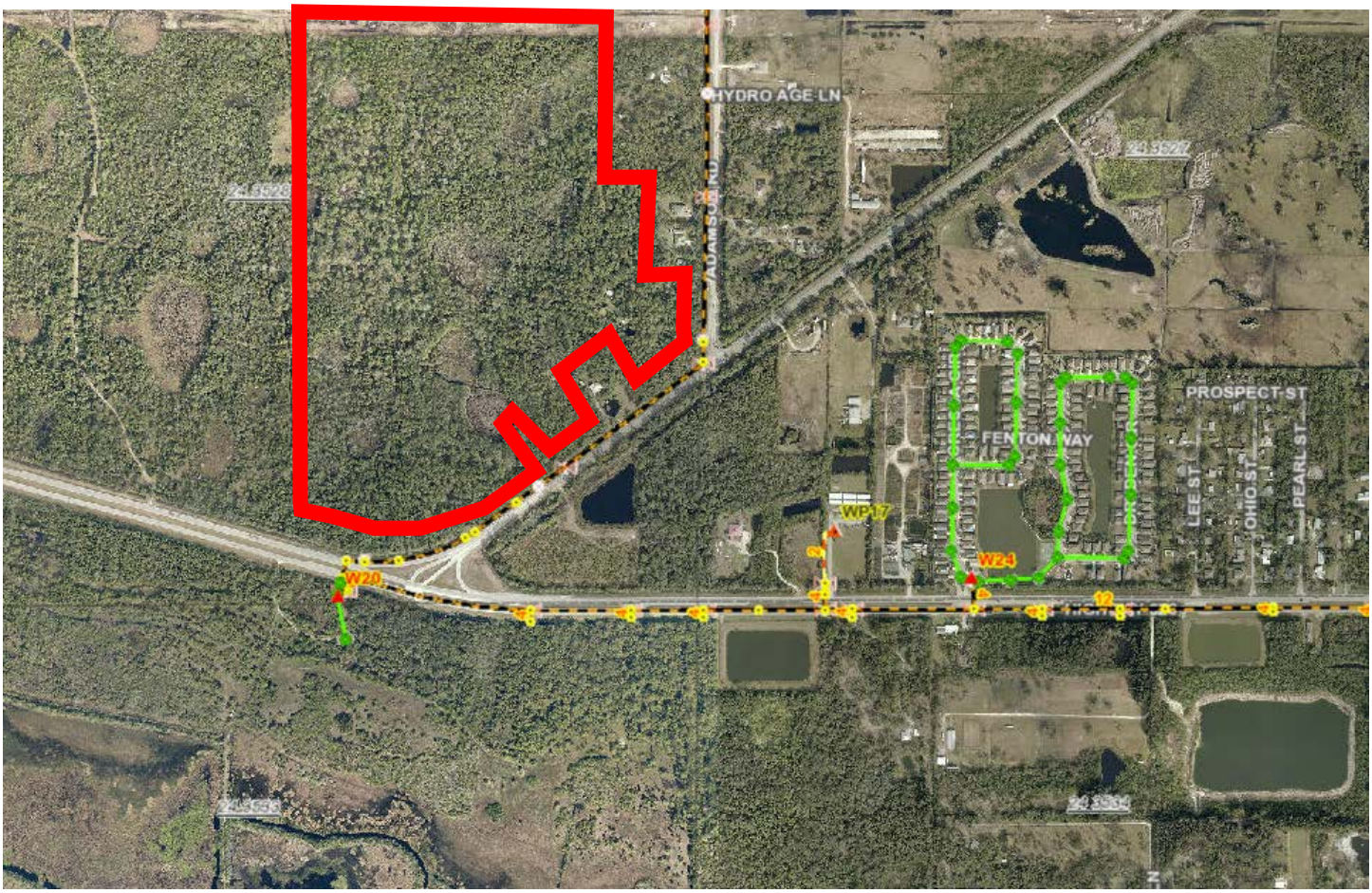
524 & 520 South End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Brevard County Utility Services

yellow and black lines = force main lines
green lines = sewer gravity lines

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

October 11, 2019

Ms. Eden Bentley
Brevard County Attorney
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940

VIA CERTIFIED MAIL

RE: City of Cocoa Cape Canaveral Heights, State Road 524 and State Road 520 Annexation Report

Dear Ms. Bentley:

A property owner generally located northwest of State Road 524 and State Road 520 has expressed a desire to annex into the corporate limits of the City of Cocoa.

Approval of these annexation requests in a voluntary and individual nature would be both a costly and inefficient undertaking by the City. In order to ensure an appropriate character and appearance of development, to further advance the City's goals of encouraging orderly growth, creating rational boundaries, and achieving economies of scale in the provision of municipal services, the City is proposing to conduct annexations within the study area in accordance with the annexation authority afforded to the City by Section 171.0413 of the Florida Statutes. Section 171.042 of the Florida Statutes requires an annexation report demonstrating that the City can adequately deliver urban services to the subject area. Enclosed herewith is a copy of the annexation report that serves as a prerequisite to initiating the annexation process.

The City of Cocoa is formally transmitting this report to you and notifying the Brevard County Board of County Commissioners that the City of Cocoa is capable of delivering urban services to the area. The City will seek to annex the proposed study area through one annexation. The City is beginning to process the annexation; however, specific dates for the hearings are yet to be determined.

I would be happy to direct members of our staff to meet with any County representatives who might have questions regarding this proposed action. We look forward to working with you on this matter.

Sincerely,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
City of Cocoa

Attachment

c: Cocoa City Council
The Honorable Kristine Isnardi, Chairperson, District 5
The Honorable Rita Pritchett, District 1
The Honorable Bryan Lober, District 2
The Honorable John Tobia, District 3
The Honorable Curt Smith, District 4
Frank Abbate, County Manager

BCPAO - Property Search | Zoning Map | USPS.com® - USPS Tracking® | Contact Us | USPS

tools.usps.com/go/TrackConfirmAction?qtc_tLabels1=70191120000138367317

USPS Tracking®

Tracking FAQs >

Track Another Package +

Track Packages Anytime, Anywhere

Get the free informed Delivery® feature to receive automated notifications on your packages

Learn More

Remove ×

Tracking Number: 70191120000138367317

Status

Delivered

Your item was delivered to the front desk, reception area, or mail room at 1:51 pm on October 15, 2019 in MELBOURNE, FL 32940.

October 15, 2019 at 1:51 pm
Delivered, Front Desk/Reception/Mail Room
MELBOURNE, FL 32940

Get Updates

Delivered

Text & Email Updates

Tracking History

Product Information

See Less

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Eden Bentley
Brevard County
2725 Judge Fran Jamison
Bldg 3rd Floor
Viera FL 32940

2. Article Number (Transfer from service label)

9590 9402 5171 9122 8598 62

7019 1120 0001 3836 7317

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

MICHELLE RYAN

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

USPS TRACKING#

9590 9402 5171 9122 8598 62

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Cocoa
Community Services
Attn: Angela Essig
65 Stone St
Cocoa, FL 32922

7019 1120 0001 3836 7317

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

MELBOURNE, FL 32940

OFFICIAL USE

Certified Mail Fee	$3.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.70
Total Postage and Fees	$4.20

COCOA FL 32922 0250
OCT 1 2019
Postmark Here
USPS
10/11/2019

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL

9171 7199 9991 7038 2026 6075

replaced usps 7019 1120 0001 3836 7317

Ms. Eden Bentley
Brevard County
2725 Judge Fran Jamieson Way
Suite 308
Viera, FL 32940

City of Cocoa
Community Services
Planning and Zoning
65 Stone Street
Cocoa, FL 32922

COCOA VILLAGE
600 FLORIDA AVE STE 101
COCOA, FL 32922-9998
111727-0250
(800)275-8777
10/11/2019 03:04 PM

Product	Qty	Unit Price	Price
Prepaid Mail (Weight:0 lbs. 1.90 oz.) (Destination:MELBOURNE, FL 32940) (Acceptance Date:10/11/2019 15:04:03) (USPS Tracking #) (70191120000138367317)			$0.00
Total:			$0.00

Preview your Mail
Track your Packages
Sign up for FREE @
www.informeddelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
https://postalexperience.com/Pos

840-5327-0313-001-00025-18852-01

or scan this code with
your mobile device:

or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53270313-1-2518852-1
Clerk: 05

City of Cocoa

&

First National Real Estate Company,

Gigi II, LLC and

Jacob Aaron Corp.

Pre-Annexation Development Agreement

TABLE OF CONTENTS

SECTION No.	TITLE	Pg
SECTION 1.	RECITALS	4
SECTION 2.	AUTHORITY	4
SECTION 3.	ANNEXATION	4
SECTION 4.	INDUCEMENTS AND ANNEXATION	5
SECTION 5.	PROPERTY OWNERSHIP, INDUCEMENT OF CITY SERVICES	6
SECTION 6.	DUE DILIGENCE	7
SECTION 7.	DEVELOPMENT RIGHTS	7
SECTION 8.	TERM; CONDITIONS SUBSEQUENT	7
SECTION 9.	DEFAULT; ENFORCEMENT	8
SECTION 10.	GOVERNING LAW	8
SECTION 11.	BINDING EFFECT; ASSIGNABILITY	8
SECTION 12.	RECORDATION	8
SECTION 13.	DISCLAIMER OF THIRD-PARTY BENEFICIARIES	8
SECTION 14.	ARMS LENGTH NEGOTIATION	9
SECTION 15.	WAIVER; REMEDIES	9
SECTION 16.	EXHIBITS	9
SECTION 17.	NOTICE; PROPER FORM	9
SECTION 18.	ENTIRE AGREEMENT	10
SECTION 19.	AMENDMENT	10
SECTION 20.	TIME IS OF THE ESSENCE	10
SECTION 21.	SOVEREIGN IMMUNITY	10
SECTION 22.	CITY POLICE POWERS	10
SECTION 23.	ADDITIONAL PERMITS	10
SECTION 24.	DEVELOPMENT PERMIT APPROVALS BY CITY	10
SECTION 25	TAX PARCEL 24-35-28-00-01	11

EXHIBITS:

A SKETCH AND LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED TO:

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

For Recording Purposes Only

CITY OF COCOA/
First National Real Estate Company.
PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of November, 2019, by and between First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Property, Inc., Gigi II, LLC, a Florida limited liability company, and Jacob Aaron Corp., a Florida corporation (collectively, the **"Developer")** and the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (the **"City").**

RECITALS

The **Developer** owns approximately 122.58 acres of property currently located in unincorporated Brevard County, Florida, described and depicted in **Exhibit"A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

The Property is currently located in unincorporated Brevard County, Florida.

The **Developer** has contemplated, considered, and developed plans for the long-range development of the Property.

1. The Developer desires to create a framework with all necessary governmental agencies, including without limitation, the **City,** to facilitate the orderly

development of the entire Property in accordance with the laws of the State of Florida.

2. The **Developer** has proceeded to prepare, and will submit, appropriate applications for the project to be approved by the City of Cocoa, Florida.

3. The **Developer** and the **City** have been jointly investigating the possibility of annexing the Property into the City of Cocoa and processing land use and other approvals under the City of Cocoa Land Development Regulations and other applicable **City** requirements as set forth below.

4. The **Developer** has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

5. The **City** has encouraged **Developer** to annex into the **City** and anticipates the continuing permanent benefit which the **City** will receive by virtue of annexing **Developer's** Property and acquiring the right to provide municipal services to **Developer's** Property.

6. The **City** likewise anticipates that the annexation will be beneficial and acknowledges the continuing permanent benefit which the **City** will receive by virtue of its authority, from time to time, to levy taxes, fees, special assessments and user charges that will be paid to the **City** after annexation of the Property, as well as the opportunity that the **City will** have to assist in master planning and facilities planning of property surrounding the Property.

7. The **City** has determined it to be in its best interest to assure **Developer** of the future availability of municipal water.

8. Pursuant to the regulations set forth in City of Cocoa Code, Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, the **Developer's** plan to submit development permit applications to develop the Property as a high-quality, residential planned unit development, which the **City** anticipates will be of substantial economic benefit to the **City** and its citizens.

9. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex, **Developer** has filed with the **City** several Irrevocable Petitions to Annex Real Property into the City of Cocoa, Florida, pursuant to Chapter 171, Florida Statutes (collectively "Petition for Annexation") and the City will process an application for amendment to the **City's** Comprehensive Plan and an application for Rezoning.

10. **Developer** and **City** believe that it is in the best interest of each party to enable the Property to continue to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Cocoa, Florida, and, therefore, **Developer** and **City** agree that this Agreement is entered into under the **City's** municipal home rule powers.

11. **City** and **Developer** hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the **City** and **Developer** in accordance with their terms. **Developer** hereby further represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the **City's** Land Development Regulations.

12. **Developer** is willing to annex if the **City** supports the **Developer's** efforts. However, **Developer** recognizes and acknowledges that such support is subject to due process and statutory requirements to amend the **City's** Comprehensive Plan and Future Land Use Map to designate the Property as set forth herein and consistent therewith zone the Property as set forth herein in accordance with applicable **City** requirements.

13. The agreement of the **City** to provide inducements as set forth in this Agreement and be bound by this Agreement, as well as the **City's** assurance to the **Developer** that this Agreement is enforceable against the **City** and that the **City** will not seek to thwart enforcement based on any claim of invalidity based on existing legal precedent in effect on the effective date of this Agreement, are all material inducements to the **Developer** to enter into this Agreement, and the **Developer** would not voluntarily annex into the **City** or enter into this Agreement but for such agreement and assurances by the

City.

14. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **City** to enter into this Agreement and the **City** would not enter into this Agreement but for such agreement and assurances by the **Developer.**

15. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **Developer** to enter into this Agreement and the **Developer** would not enter into this Agreement but for such agreement and assurances by the **City.**

16. The parties agree that this Agreement constitutes a development agreement preceding any plan amendment or rezoning of the Property, and **Developer's** duties hereunder constitute a preceding inducement for the proposed amendment to the comprehensive plan and the rezoning.

ACCORDINGLY, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitations are true and correct are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits referenced in this Agreement are hereby deemed a part hereof.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 106, Florida Statutes), and the **City's** Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement

SECTION 3. ANNEXATION. **Developer** has filed a Petition for Annexation of the

Property conditioned upon the prior or concurrent adoption of this Agreement. The **City** has previously initiated the process to accomplish the annexation in accordance with law by filing an Annexation Study Report dated and approved by the City Council on October 9, 2019 with the Brevard County Commission in accordance with Section 171.042, Florida Statutes.

SECTION 4. INDUCEMENTS FOR ANNEXATION. The **Developer** is willing to annex the Property to the City of Cocoa in return for the **City's** agreement to cooperate, facilitate, consummate, and implement the following:

4.1 **Orderly Development of Land Uses on the Property.** The parties agree that the orderly, comprehensively planned and integrated development of the Property is in the best interests of the **Developer** and the **City.** With respect to the Property, the **City** agrees that it will process and review the future land use designations in its Comprehensive Plan consistent with low density residential and rezoning consistent with the Planned Unit Development zoning district designations. The **City** finds these land uses and intensities to be consistent with its Comprehensive Plan and Land Development Code. The **City's** processing of these Comprehensive Plan Amendments and rezonings shall be subject to necessary public participation and hearings as required by law and submission of substantial, competent evidence in support thereof. The PUD rezoning is also subject to **Developer** diligently preparing and submitting for **City** consideration and approval acceptable preliminary and final development plan applications in accordance with Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, and **Developer** acknowledges and agrees that approval of a PUD zoning designation by the City Council shall be contingent upon Developer submitting acceptable preliminary and final development plans.

4.2 **Submittal of Applications and Documentation. Developer** has submitted to the **City** such applications and other documentation and shall comply with such other procedures as may be normally and customarily required by the **City** for comprehensive plan amendments, rezonings, plats, site plans and other development approvals or permits.

4.3 **Development.** The parties recognize and acknowledge that **Developer** may engage one or more developers or builders, other than **Developer,** to effect the

development of the Property, including the sale or long-term lease of all or portions of the Property in accordance with this Agreement.

4.4 **Compliance with City Laws and Regulations.** Except as otherwise set forth herein, all development of the Property shall be subject to compliance with current existing **City** Land Development Regulations, and with regulations of state, local and federal agencies. Except as otherwise set forth herein, none of the provisions of this Agreement shall be deemed to amend, modify or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency. Development of the remainder of the Property shall be subject to the **City's** ordinances, codes, and resolutions as amended from time to time.

4.5 **Impact Fees.** **Developer** agrees to pay applicable impact fees which may be imposed by the **City** and Brevard County, so long as such fees comply with Florida law.

4.6 **Wetlands as Open Space.** The **City** agrees that the acreage of any preserved wetlands located on the Property may be counted towards any open space acreage requirements of the City subject to the requirements of Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District. Access improvements to a preserved wetland such as a recreational boardwalk, path or trail installed through the wetlands area, will be credited towards open space for the width of the boardwalk, path or trail and 50 feet (25 feet on each side) into the wetland. However, if the boardwalk, path or trail is installed in the upland buffer of the wetland then the open space credit shall apply only to the width of the boardwalk, trail, or path and 25 feet on the wetland side. The parties acknowledge that portions of the lake/conservation/retention are as shown in the Exhibits may be identified as wetlands. **Developer** may use, impact or develop wetlands provided that such use, impact and development is in compliance with all federal, state, city, and water management district regulations.

4.7 **Reserved.**

4.8 **Water, Wastewater and Reclaimed Water Service.** The **Developer** agrees to purchase water service (hereafter "Utilities") exclusively from the **City** as available.

SECTION 5. PROPERTY OWNERSHIP: INDUCEMENT OF CITY SERVICES AND

COMMITMENTS.

Based on **Developer's** acknowledgement and representation to the **City** that **Developer** is the owner of the Property and that **Developer** is empowered to enter into this Agreement, the **City** is willing to provide the City services and abide by the commitments hereunder in return for the **Developer's** agreement to cooperate, facilitate, consummate, and implement the following:

5.1 Upon execution of this Agreement by both parties, **Developer** shall diligently process all necessary development permit applications to construct a residential PUD development project on the Property.

5.2 Unless otherwise mutually agreed by the parties in writing, the residential development project shall consist of a Planned Unit Development (PUD) rezoning application including the following characteristics:

A maximum density of 4 dwelling units (d.u.) per gross acre.
Minimum lot widths of 50'.
Minimum Lot Size of 5,000 square feet.
Minimum of one (1) enclosed parking space and two (2) driveway spaces.
4' wide sidewalks along interior roadways.
Preserved wetlands shall be counted as open space acreage on a one to one per acre or (fraction thereof) basis in accordance with Section 4.6 of this Agreement.
Minimum internal roadway drive lane width of 11', or 22' for a two way street.

SECTION 6. DUE DILIGENCE. The **City** and **Developer** further covenant that they shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The **City** shall further provide all municipal services available and provided by the **City** to the Property as are needed by **Developer** from time to time in accordance with the **City's** applicable policies for the provision of said services.

SECTION 7. DEVELOPMENT RIGHTS. **Developer** shall have the right to use and develop the Property as described in this Agreement. Furthermore, **Developer** does not waive any right to use or develop the Property arising under the City Code, common law

or the laws of the State of Florida.

SECTION 8. TERM; CONDITIONS SUBSEQUENT. Except as specified below, this Agreement and the annexation contemplated herein shall become effective upon the annexation of and expiration of an applicable appeals period of the ordinance annexing the Property. Should the annexation ordinance not be adopted within six (6) months of the City Council adopting this Agreement or become effective after adoption by the City Council, then either party may terminate this Agreement by written notice and be relieved of their respective obligations under this Agreement. In addition, the Developer may also simultaneously terminate the Petition for Annexation by providing the City with written notice of said termination.

SECTION 9. DEFAULT; ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement, by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre- trial, trial, appeal and alternative dispute resolution levels.

SECTION 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 11. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the **Developer** to various successive owners without the need for consent by the **City. Developer** shall, however, provide written notice to the **City** of any and all such assignees. However, at such time **Developer** no longer has a fee simple ownership interest in the Property, this Agreement shall be deemed assigned to the successive owners of the Property. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding agreement.

SECTION 12. RECORDATION. A copy of this Agreement shall be recorded by the **City** at the **Developer's** expense, in the Public Records of Brevard County, Florida, upon

taking effect. Upon receipt of the recorded Agreement, **City** shall promptly provide a copy of the recorded Agreement to the **Developer**.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 14. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arms-length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 15. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 16. EXHIBITS. All exhibits referenced herein and attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 17. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY: City Manager
City of Cocoa
65 Stone Street

Cocoa, Florida 32922

COPY TO: Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
City Attorney
City of Cocoa
Post Office Box 2873
Orlando, Florida 32802-2873

AS TO DEVELOPER: First National Real Estate Company
2601 Biscayne Blvd
Miami FL 33137

COPY TO: Kimberly Rezanka, Esq
Cantwell & Goldman, P.A.
96 Willard Street
Suite 302
Cocoa, Florida 32922

Each party may amend the aforementioned persons and addresses by written notice to the other party.

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relevant to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written with respect to said subject matter, except as herein contained.

SECTION 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 21. SOVEREIGN IMMUNITY. 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 any other limitation on the **City's** potential liability under state and federal law.

SECTION 22. CITY'S POLICE POWERS. **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.

SECTION 23. ADDITIONAL PERMITS. The failure of this Agreement to address any particular **City,** county, state, and federal permit, condition, term, or restriction shall not relieve **Developer** or the **City** of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 24. DEVELOPMENT PERMITS APPROVALS BY CITY. 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. In addition, nothing herein shall be construed as granting or creating a vested property right or interest in **Developer** or on the Property.

SECTION 25. TAX PARCEL 24-35-28-00-01. Tax Parcel 24-35-28-00-01 is owned by **First National Real Estate Company.** Said parcel is located on the north and south side of an existing 100 foot Florida Power & Light Easement. As owner of said Parcel, **First National Real Estate Company** is requesting that a portion of the aforementioned parcel be annexed into the City of Cocoa, Florida lying south of the Florida Power & Light Electric Easement and identified in the Annexation Report prepared by the City of Cocoa, dated October 9, 2019. In furtherance of this annexation request, **First National Real Estate Company** hereby represents and warrants to the City of Cocoa that it is exercising its statutory right to waive the requirement under Section 171.0413(3), Florida Statutes, that prohibits the City of Cocoa from annexing a severed, separated, divided, or partitioned parcel of land owned by a corporation. Said waiver is given voluntarily in order to allow the City of Cocoa to proceed with **Developer's** request to annex the Property south of the Florida Power & Light Electric Easement identified in the Annexation Report including the relevant portion of Parcel 24-35-28-00-01.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M. GORDON

DEVELOPER
First National Real Estate Company
a Florida Corporation

By: _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami-Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of First National Real Estate Company, a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Roger Miller

Michelle Miller

Print name: Michelle Miller

DEVELOPER
Gigi II, LLC, *a Florida limited liability company*

By _____
Name: Adam Gersten
As Its: Manager

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Adam Gersten as Manager of Gigi II, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M. GORDON

DEVELOPER
Jacob Aaron Corp., *a Florida Corporation*

By _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of Jacob Aaron Corp., a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

ATTEST:

By: _____
City Clerk

[SEAL]

CITY:
CITY OF COCOA, a Florida municipal corporation

By _____
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 13 day of November, 2019, by Jake Williams Jr, Mayor of the City of Cocoa, a municipal corporation under the laws of the State Florida, on behalf of the City. Who is personally known to me and did take an oath.

_____
Signature of Notary Public

Name: Monica Arsenault
My Commission Expires: 6.16.20
Commission No. GG003349

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

EXHIBIT "A"

CITY OF COCOA ANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PARCELS LOCATED WITHIN BREVARD COUNTY, FLORIDA TO BE ANNEXED

24-35-28-00-01
24-35-28-00-45
24-35-28-00-752
24-35-28-00-756
24-35-28-00-774
24-35-28-00-7
24-35-28-00-47
24-35-28-00-754
24-35-28-00-766
24-35-28-00-779
24-35-28-00-789
24-35-28-00-794
24-35-28-00-803
24-35-28-00-17
24-35-28-00-56
24-35-28-00-758
24-35-28-00-770
24-35-28-00-780
24-35-28-00-790
24-35-28-00-795
24-35-28-00-806
24-35-28-00-20
24-35-28-00-57
24-35-28-00-760
24-35-28-00-771
24-35-28-00-781
24-35-28-00-791
24-35-28-00-796
24-35-28-00-28
24-35-28-00-61
24-35-28-00-763
24-35-28-00-772
24-35-28-00-782
24-35-28-00-792
24-35-28-00-797
24-35-28-00-46
24-35-28-00-71
24-35-28-00-764
24-35-28-00-778
24-35-28-00-786
24-35-28-00-793
24-35-28-00-798

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, First National Real Estate Company, a Florida corporation successor by merger with **Cape Canaveral Heights Properties, Inc.**, a Florida corporation (hereinafter referred to as "Petitioner") whose mailing address is 2601 Biscayne Blvd., Miami, Florida 33137 hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Number is **24-35-28-00-01** located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa and subject to the limited termination rights and other terms and conditions set forth in the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Gigi II, LLC and Jacob Aaron Corporation, dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

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

Susan M Gordon
Signature of Witness

Susan M Gordon
Printed Name of Witness

Signature of Witness

KENNETH M. GORDON
Printed Name of Witness

PETITIONER:

First National Real Estate Company, a Florida corporation

By: _____
Print name: Roger Miller
Its President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Roger Miller as President of **First National Real Estate Company, Inc.,** a Florida corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams, Jr., Mayor

Return to:

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

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, Gigi II, LLC, a Florida limited liability company (hereinafter referred to as "Petitioner") whose mailing address is 995 NE 72nd Terrace, Miami, Florida 33138, hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Numbers are **24-35-28-00-45; 24-35-28-00-752; 24-35-28-00-756; and 24-35-28-00-774** located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa, and subject to the limited termination rights and other terms and conditions set forth in the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Jacob Aaron Corporation, and Cape Canaveral Heights Properties, Inc., dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

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

Signature of Witness

Roger Miller

Printed Name of Witness

Michelle Milly

Signature of Witness

Michelle Miller

Printed Name of Witness

PETITIONER:

Gigi II, LLC, a Florida limited liability company

By: _____

Print name: Adam Gerster

Its Manager

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Adam Gerster, as Manager of **Gigi II, LLC,** a Florida limited liability company, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ COMMISSION Number GG043535 EXPIRES NOV. 17, 2020 Bonded thru Aaron Notary Notary Public State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams, Jr., Mayor

Return to:

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

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, Jacob Aaron Corporation, a Florida corporation (hereinafter referred to as "Petitioner") whose mailing address is 2601 Biscayne Boulevard, Miami, Florida 33137, hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Numbers are:

24-35-28-00-7	**24-35-28-00-17**	**24-35-28-00-20**	**24-35-28-00-28**	**24-35-28-00-46**
24-35-28-00-47	**24-35-28-00-56**	**24-35-28-00-57**	**24-35-28-00-61**	**24-35-28-00-71**
24-35-28-00-754	**24-35-28-00-758**	**24-35-28-00-760**	**24-35-28-00-763**	**24-35-28-00-764**
24-35-28-00-766	**24-35-28-00-770**	**24-35-28-00-771**	**24-35-28-00-772**	**24-35-28-00-778**
24-35-28-00-779	**24-35-28-00-780**	**24-35-28-00-781**	**24-35-28-00-782**	**24-35-28-00-786**
24-35-28-00-789	**24-35-28-00-790**	**24-35-28-00-791**	**24-35-28-00-792**	**24-35-28-00-793**
24-35-28-00-794	**24-35-28-00-795**	**24-35-28-00-796**	**24-35-28-00-797**	**24-35-28-00-798**
24-35-28-00-803	**24-35-28-00-806**			

located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa and subject to the terms and conditions of the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Gigi II, LLC and Cape Canaveral Heights Properties, Inc., dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

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

Signature of Witness

Susan M Gordon
Printed Name of Witness

Signature of Witness

KENNETH M. GORDON
Printed Name of Witness

PETITIONER:

Jacob Aaron Corporation, a Florida corporation

By: _____
Print name: Roger Miller
Its President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Roger Miller, as President of **~~Jacob Aaron~~ Corporation,** a Florida corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams Jr., Mayor

Return to:

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

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Clover and Tiffany Brown
PO Box 221463
West Palm Beach, FL 33422

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-10.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Stanley and Jeanette Penko
8460 Westport Dr Apt 108
Mentor, OH 44060

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-34.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Tammy Green
473 Ft Collins Ct Ocoee FL 32761
Ocoee, FL 32761

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-755.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Milford Green and Christine Boothe
550 Adamson Rd
Cocoa, FL 32926

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-757.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Milford Green
550 Adamson Road
Cocoa, FL 32926

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-759.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

John Ditsch
2005 N Rockton
Rockford, IL 61103

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-773.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Edward Nuckols and Norman Ehresman
1047 Ridge Road
Valdosta, GA 31605

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-776.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Joesphine B Grutzik
7200 Third Ave M-215
Sykesville, MD 21784

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-777.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Luis Edward Andreu
5448 Moravian Heights Lane
Clemmons, NC 27012

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-787.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Joseph Biondo
10 Lawridge Dr
Ryebrook, NY 10573

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-788.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Atul Patel
6747 Thaddaus Dr
Fort Worth, TX 76137

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-800.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

W Douglas Albright
1 Red Forest Ct
Greensboro, NC 27410

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-801.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

James Erlman, Roque Molto and Edward Dooley
3642 Daisy Ave
Palm Beach Gardens, FL 33410

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-802.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Doris M Koontz
3390 Druck Valley Rd
York, PA 17406

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-805.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Ceio Joseph and Marietta Joseph
2012 NW 14th Avenue
Ft Lauderdale, FL 33311

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-808.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

November 22, 2019

Anthony Carpiniello
61 Hixon Place
South Orange, NJ 07079

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-809.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

From: Brandon Dieringer
To: Angela Essing
Cc: Dorothy Selig
Subject: RE: Check for registered Voters on Property to be Annexed
Date: Friday, December 27, 2019 3:34:08 PM
Attachments: image009.png
image010.jpg
image011.jpg
image012.jpg
image013.jpg
image014.jpg
image015.jpg
image016.jpg
image017.jpg

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good Afternoon Angela Essing,

Our records still show 0 registered voters in the parcels in question.

Thanks

Brandon Dieringer
GIS Analyst
Brevard County Supervisor of Elections
Ph: (321)522-4469 Fax: (321)633-2130
bdieringer@votebrevard.com

SmallWhiteStroke

From: Angela Essing <aessing@cocoafl.org>
Sent: Friday, December 27, 2019 12:16 PM
To: Brandon Dieringer <bdieringer@votebrevard.com>
Cc: Dorothy Selig <dselig@cocoafl.org>
Subject: Check for registered Voters on Property to be Annexed

SECURITY WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Brandon,
Thanks for all your help with the below. I have to check back one more time as we are going to second reading with City Council and our code requires us to check one more time to make sure no registered voters are residing on any of the parcels. See the attached for a list of parcels. Thanks again and Happy New Year!

Angela Essing, AICP
Community Services
Senior Planner
65 Stone Street, Cocoa, FL 32922
aessing@cocoafl.org
Phone: (321) 433-8522
Fax: (321) 433-8543

Stay Connected: www.cocoafl.org

We Need Your Input!
Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment and complete a brief survey to let us know how we are doing?
Customer Service Feedback Survey: www.cocoafl.org/communityservicescustomersurvey
In advance, thank you!

From: Brandon Dieringer <bdieringer@votebrevard.com>
Sent: Friday, November 22, 2019 2:25 PM
To: Angela Essing <aessing@cocoafl.org>
Cc: Dorothy Selig <dselig@cocoafl.org>; Nancy Bunt <nbunt@cocoafl.org>; Records <records@votebrevard.com>
Subject: RE: Check for registered Voters on Property to be Annexed

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good Afternoon Angela Essing,

Our records show 0 registered voters in the parcels in question.

Thanks

Brandon Dieringer
GIS Analyst
Brevard County Supervisor of Elections
Ph: (321)522-4469 Fax: (321)633-2130
bdieringer@votebrevard.com

SmallWhiteStroke

From: Angela Essing <aessing@cocoafl.org>
Sent: Friday, November 22, 2019 1:35 PM
To: Brandon Dieringer <bdieringer@votebrevard.com>
Cc: Dorothy Selig <dselig@cocoafl.org>; Nancy Bunt <nbunt@cocoafl.org>
Subject: Check for registered Voters on Property to be Annexed

SECURITY WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Brandon,
We greatly appreciate your help with this! See the attached excel and PDF with a list of the parcels. We need to know if there are any registered voters residing on any of the parcels. If it is at all possible for you to complete it by the end of day Monday, November 25th we would greatly appreciate it. Thanks!

Angela Essing, AICP
Community Services
Senior Planner
65 Stone Street, Cocoa, FL 32922
aessing@cocoafl.org
Phone: (321) 433-8522
Fax: (321) 433-8543

Stay Connected: www.cocoafl.org

We Need Your Input!
Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment and complete a brief survey to let us know how we are doing?
Customer Service Feedback Survey: www.cocoafl.org/communityservicescustomersurvey
In advance, thank you!

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.
Under Florida law, F. S. 668.6076, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
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.
Under Florida law, F. S. 668.6076, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF COCOA PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 24-2019

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



CITY COUNCIL SECOND READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, JANUARY 8, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COUNCIL CHAMBERS LOCATED AT
COCOA CITY HALL
65 STONE STREET
COCOA, FLORIDA 32922

Said Ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearing. The complete legal description of the annexation property by metes and bounds and the Ordinance can also be obtained from the office of the city clerk including a map of the annexation area. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The City Council reserves the right to continue or postpone the hearing to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk, Carie Shealy, at 321-433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612678

Legislation Details (With Text)

File #:	19-626	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	11/25/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount $3,000.00, as recommended by the Code Enforcement Board, for the property located at 540 Peachtree St. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Checklist.pdf Cost Affidavit Form 540 peachtree.xlsx Order Imposing Fine Lien.pdf Code Lien Reduction Application.pdf Lien Request Letter.pdf Brevard County Property Appraiser.pdf General Warranty Deed.pdf Quit Claim Deed.pdf Sunbiz.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: January 8, 2020
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount $3,000.00, as recommended by the Code Enforcement Board, for the property located at 540 Peachtree St.

BACKGROUND:

CASE # 16-487

The Code Enforcement Board held a public hearing on **8/18/2016**, at which time the Board found the owner, **NAT of Brevard** in violation of the following:

6-1001 (d) - High Grass & Weeds
6-900 (b) (8) - Unregistered Boat
6-900 (b) (1) a-d - Outdoor Storage, Junk & Trash
6-1003 (b) - Protective Treatment

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **8/28/16.** The lien ran at **$100.00** per day from **8/28/2016** until compliance was achieved on **12/7/2017**. Code records show no inspections of the inside of the home where the violations occurred until 2019. The lien is **$46,600.00** and the current owner, **NAT of Brevard**, is requesting that the lien be reduced to **$3,000**, due to the fact that the owner is selling the property.

- Staff utilized the following factors in making its recommendation to reduce the lien:
- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **11**
- The length of time the property was in violation **1,911 days**
- Previous Code Violations: **1**
- Property Taxes: **2018 are Paid, 2019 is due currently**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **11/11/19 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$31,590** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$1,360.99.** Staff recommends the board reduce the lien to **$3,000.00** The amount requested by the Applicant.

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

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on November 21, 2019, recommended that the lien be reduced to $3,000.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount $3,000.00, as recommended by the Code Enforcement Board, for the property located at 540 Peachtree St.

Lien Reduction Checklist

Address: 540 Peachtree St Cocoa FL 32922

	Application	
X	**Past Code Case Check**	
X	**Code Liens – Fixed & Abatements**	$ 0.00 Include Recorded Copies
X	**Code Liens Running**	$0.00 Include Recorded Copies
X	**Water Liens**	$0.00 Include Recorded Copies
X	**Property Ownership History**	Attached
X	**Property Tax Status**	Current
X	**Business Tax History**	None
X	**Bonds, Special Assessments, etc.**	None
X	**Property Inspection (before Code Board)**	Interior 11/11/19 – Exterior 11/7/19
	Property Owner Re-Check	
	Property Inspection (before Council)	

CFN 2016208720, OR BK 7738 Page 1948, Recorded 10/25/2016 at 01:41 PM, Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 16-00000487
October 20, 2016

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

N A T of Brevard LLC
Owners of the Property located at:
540 Peachtree St.
Cocoa, FL 32922
Parcel ID: 24-36-33-29-2-2.B

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on August 18, 2016 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by August 28, 2016.

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of one hundred dollars ($100.00) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 20th, day of October, 2016.

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21st day of October, 2016, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

RACHEL M. UNRUH-WOOTEN
MY COMMISSION # GG 002439
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

Application # CE - 16 - 487

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

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

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

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 10/09/19

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

Company (if applicable): N.A.T OF BREVARD

Name: TOMISLAV SANDNJA

Mailing Address: 494 S. ATLANTIC AVE. # 110

City: COCOA BEACH State: FL Zip Code: 32931

Phone #: _____ Fax #: _____

Mobile #: (321) 223-1456 E-mail: TOMISLAVCFL@YAHOO.COM

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 540 PEACHTREE STREET, COCOA FL 32922

Parcel ID:

24-36-33-29-00002.0-

0000.B0

Tax Account Number:

2425793

Existing Use(s) on Property: RENTAL

Proposed Use(s) on Property: RENTAL

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

Nature of Violation(s): BOAT IN YARD

Date Fine or Lien Imposed: 07/26/16 Amount of Fine: 46.600 per day

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

Date upon which the subject property was brought into compliance: 11.30.16

5. **Please provide the following information:**

Code enforcement case number: 16-00000487

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

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

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

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

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

– SEE ATTACHED –

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

SEE ATTACHED

Amount you are requesting that the lien be reduced to: $ 3000

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

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

NO

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

   a. ☒ **Notarized application.**

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

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

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

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

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

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

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

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

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

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

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

_____ Janneke Rodgers
(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FL DL [redacted]

JANNEKE RODGERS
Notary Public - State of Florida
Commission # GG 308915
My Comm. Expires Mar 6, 2023
Bonded through National Notary Assn.

_____
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 8th day of October, 20 19

N.A.T of Brevard

October 8, 2019

494 S. Atlantic Ave. #110

Cocoa Beach, FL 32931

Re: Code violation #16-00000487

After receiving complaint from City of Cocoa, we have informed tenant (Art Taylor) to remove boat and junk from the yard.

He did not comply with our request and we started eviction process.

We have asked for two extensions to complete the requirements (yard, exterior paint). Second one was due to hurricane Matthew. Both were granted and work was completed in November 2016. Photos of painted building are attached.

Due to lack of understanding, we have not submitted proof of work being completed. We have assumed that the case was closed.

Since acquiring the property, we have been constantly trying to improve the building outside appearance (new roof, fence, paint) and that way have more desirable tenants.

Reduction of this lien would be greatly appreciated.

We are looking forward to future cooperation with City of Cocoa.

Sincerely

Tomislav Saronja

N.A.T. of Brevard

JANNEKE RODGERS
Notary Public - State of Florida
Commission # GG 308915
My Comm. Expires Mar 6, 2023
Bonded through National Notary Assn.

10/8/19

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2425793
Owners	N A T Of Brevard LLC
Mailing Address	494 S Atlantic Ave 202 Cocoa Bch FL 32931
Site Address	540 Peachtree St Cocoa FL 32922
Parcel ID	24-36-33-29-2-2.B
Property Use	0855 - Multiple Living Units - Converted - 2 To 9 Units
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.16
Subdivision	Edwards Resubd Of Hendrys Addn To Cocoa
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0002/0087
Land Description	Edwards Resubd Of Hendrys Addn To Cocoa S 140 Ft Of Lot 2B Blk 2



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$31,590	$30,000	$27,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$31,590	$29,700	$27,000
Assessed Value School	$31,590	$30,000	$27,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$31,590	$29,700	$27,000
Taxable Value School	$31,590	$30,000	$27,000

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
01/28/2015	$70,000	WD	Improved	7293/0447
01/23/2015	--	QC	Improved	7293/0446
01/26/2007	--	TD	Improved	5745/8256
05/25/2004	--	WD	Improved	5312/2743
04/28/1999	--	QC	Improved	5312/2675
07/01/1998	$23,500	04	Improved	3879/2811
05/18/1984	--	PT	--	2513/0085
11/11/1971	--	WD	--	1217/0228

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0855 - Multiple Living Units - Converted - 2 To 9 Units

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1954
Frame:	Masnryconc	Story Height	8
Roof:	Bu-Tg/Mmbrn	Floors	1
Roof Structure:	Flat/Shed	Residential Units	2
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	980	No Data Found

Enclosed Por	144
Open Porch	60
Total Base Area	980
Total Sub Area	1,184

CFN 2015020418, OR BK 7293 Page 447, Recorded 01/30/2015 at 03:38 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $490.00

2/2

Prepared by:
Jeanni Brown
Countywide Title & Escrow, Corp.
275 N. Grove St., # 101
Merritt Island, Florida 32953

File Number: 15-1106

Consideration: $70,000.00

General Warranty Deed

Made this January 28, 2015 A.D. By **Charles D. Eaton, Individually and as Trustee of the Charles D. Eaton Revocable Trust u/a/d 05/25/04**, Post Office Box 562, Cocoa, Fl 32923, hereinafter called the grantor, to **N.A.T. of Brevard LLC a Florida limited liability company**, whose post office address is: 494 S. Atlantic Avenue, #202, Cocoa Beach, Fl 32931, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: **24-36-33-29-000002.0-0001.02 (Parcel 1); 24-36-33-29-00002.0-0001.00 (Parcel 2) and 24-36-33-29-00002.0002.B (Parcel 3)**

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

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

Signed, sealed and delivered in our presence:

Witness Printed Name JEANNI BROWN

_____(Seal)
Charles D. Eaton, Individually and as Trustee of the Charles D. Eaton Revocable Trust u/a/d 05/25/04
Address Post Office Box 562, Cocoa, Fl 32923

_____(Seal)
Witness Printed Name Michelle Renee' Brown Address

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 28th day of January, 2015, by Charles D. Eaton, Individually and asTrustee of the Charles D. Eaton Revocable Trust u/a/d 05/25/04, who is/are personally known to me or who has produced valid photo id as identification.

Notary Public
Print Name:_____

JEAN ANN BROWN
Commission # EE 873954
Expires May 17, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

My Commission Expires:_____

Prepared by:
Jeanni Brown
Countywide Title & Escrow, Corp.
275 N. Grove St., # 101
Merritt Island, Florida 32953

File Number: 15-1106

Consideration: $70,000.00

"Schedule A"

Parcel 1
The West one half of the South 100 feet of Lot 1, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 87, of the Public Records of Brevard County, Florida.
and
Parcel 2
The East 50 feet of the South 100 feet of Lot 1, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 87, of the Public Records of Brevard County, Florida.
and
Parcel 3
The South 140 feet of Lot 2B, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 87, of the Public Records of Brevard County, Florida.

CFN 2015020417, OR BK 7293 Page 446, Recorded 01/30/2015 at 03:38 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

0

COUNTYWIDE TITLE & ESCROW CORP
275 N GROVE ST
STE 101
MERRITT ISLAND FL 32953

E

Charles D. Eaton
Post office Box 562
Cocoa, Fl 32923

Quit Claim Deed

Made this January 23, 2015 A.D.by Kimberly L. Severson, Individually and as Trustee of the 550 Peachtree Trust u/a/d January 26, 2007, as to Parcel 1 and Kimberly L. Severson, Individually and as Trustee of the 540-542 Peachtree Trust u/a/d January 26, 2007, as to Parcel 2 and Kimberly L. Severson, Individually and as Trustee of the 544 Peachtree Trust, u/a/d January 26, 2007, as to Parcel 3 hereinafter called the grantor, to **CHARLES D. EATON, Trustee of the Charles D. Eaton Revocable Trust u/a/d 05/25/04** whose post office address is: Post Office Box 562, Cocoa, Florida 32923 ereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal re-presentatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of $ TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Brevard County, Florida, viz:

Parcel 1: The West one half of the South 100 feet of Lot 1, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, page 87, of the Public Records of Brevard County, Florida.
Parcel 2: The South 140 feet of Lot 2B, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, page 87, of the Public Records of Brevard County, Florida.
Parcel 3: The East 50 feet of the South 100 feet of Lot 2, Block 2, GUS C. EDWARD'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 89, of the Public Records of Brevard County, Florida.

This is not the constitutional homestead of the grantor.

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

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

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

Signed, sealed and delivered in our presence:

Witness Name JeAnni Brown — Printed
Witness Name Michelle Brown — Printed
Witness Name JeAnni Brown — Printed
Witness Name Michelle Brown — Printed

Kimberly L. Severson, Individually and as Trustee of the 550 Peachtree Trust (Parcel 1) (Seal)
Address

Kimberly L. Severson, Individually and as Trustee of the 540-542 Peachtree Trust (Parcel 2) (Seal)
Address

Kimberly L. Severson, Individually and as Trustee of the 544 Peachtree Trust (Parcel 3) (Seal)
Address

(Seal)
Address

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 23rd day, of January, 2015, by Kimberly L. Severson, Individually and as Trustee of the 550 Peachtree Trust u/a/d January 26, 2007; Kimberly L. Severson Individually and as Trustee of the 540-542 Peachtree Trust u/a/d January 26, 2007 and Kimberly L. Severson, Individually and as Trustee of the 544 Peachtree Trust u/a/d January 26, 2007, who is personally known to me or who has produced valid photo id as identification.

JEAN ANN BROWN
Commission # EE 673954
Expires May 17, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Print Name
My Commission Expires

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
N.A.T. OF BREVARD, LLC

Filing Information

Document Number	L14000088821
FEI/EIN Number	47-2452812
Date Filed	06/03/2014
Effective Date	06/02/2014
State	FL
Status	ACTIVE

Principal Address

385 Patrick Avenue
Merritt Island, FL 32953

Changed: 04/03/2019

Mailing Address

385 Patrick Avenue
Merritt Island, FL 32953

Changed: 04/03/2019

Registered Agent Name & Address

MIHATOVIC, NIKO
494 S ALTANTIC AVE
110
COCOA BEACH, FL 32931

Address Changed: 04/03/2019

Authorized Person(s) Detail

Name & Address

Title MGR

MIHATOVIC, NIKO
385 Patrick Avenue
Merritt Island, FL 32953

Title MBR

AXTON, ARAGON

AXTON, ANACON
494 S ATLANTIC AVE #110
COCOA BEACH, FL 32931

Title MBR

SARONJA, TOMISLAV
494 S ATLANTIC AVE #110
COCOA BEACH, FL 32931

Annual Reports

Report Year	Filed Date
2017	02/11/2017
2018	02/07/2018
2019	04/03/2019

Document Images

04/03/2019 -- ANNUAL REPORT	View image in PDF format
02/07/2018 -- ANNUAL REPORT	View image in PDF format
02/11/2017 -- ANNUAL REPORT	View image in PDF format
04/10/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
06/03/2014 -- Florida Limited Liability	View image in PDF format

Legislation Details (With Text)

File #:	20-5	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/17/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	City Council direction on adding a provision to the City Code to add Temporary Mobile Vending as a type of business that requires a Business Tax Receipt, and clarifying fundraising and temporary sales. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 23, 2019
Agenda Date: January 8, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
City Council direction on adding a provision to the City Code to add Temporary Mobile Vending as a type of business that requires a Business Tax Receipt, and clarifying fundraising and temporary sales..

BACKGROUND:

Historically, the City of Cocoa has not allowed temporary mobile vendors to conduct business within city limits. The City's Code does not specifically call out temporary mobile vending and was therefore prohibited. Staff was asked to research adding a provision to the City Code. The City Manager's office, Community Services Director, Police Chief and Code Enforcement Manager met with the City Attorney's office several times to review several programs throughout the state. The cities of Rockledge, West Melbourne, Orlando, Fort Pierce's and Miami-Dade County mobile vending programs were reviewed.

First, it should be noted that there are three types of mobile vending: mobile vendors, fundraisers, and temporary sales.

Below are some criteria to qualify for mobile vending that Council should consider:

- Applicant must complete an application and pay a fee. Fundraising would be exempt from fee.
- Must provide affidavit from property owner granting permission to use property.

- Must supply appropriate documentation as required by the state if handling food.
- Must provide supporting documentation as to the affiliation, non-profit organization, church, school, etc. to qualify to fundraise.
- Must identify the specific period of time and dates
- Must not set up any permanent structures and meet all other City Codes.
- If a vehicle is used, must provide valid vehicle registration and auto liability insurance.
- Area to be used for sales must be identified by a site plan drawn to scale within a designated parking area and not to exceed 25% of the total parking area. The area shall not obstruct fire lanes, fire hydrants, handicap parking spaces, pedestrian sidewalks or driveways to any adjacent street.

Additionally, staff believes mobile vending should be prohibited in all residential zoning districts and the Central Business District (CBD) and Central Business District/Cocoa Business Overlay (CBD CBO) District. Mobile Vending would not be allowed on municipal property or within the right of way. Specifically, staff would recommend limiting mobile vending to major commercial corridors of the City, SR 519 (Fiske Blvd, Rockledge Border to SR520; SR520, SR501, SR524 and US1. Signage must comply with current City Codes.

If Council approves of the above criteria, staff in conjunction with the City Attorney can bring back an agenda item and Ordinance establishing temporary mobile vending criteria.
.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Provide direction on adding a provision to the City Code to add Temporary Mobile Vending as a type of business that requires a Business Tax Receipt, and clarifying fundraising and temporary sales.

Legislation Details (With Text)

File #:	20-6	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	12/20/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	City Council support of a Historic Cocoa Village Main Street (HCVMS) grant application to Keep Brevard Beautiful for a HCVMS project creating a butterfly garden; and authorize the City to support the maintenance of a butterfly garden in Riverfront Park. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HCVMS - grant opportunity concept.pdf Proposed-2019_2020-Florida-Friendly-Landscaping-Grants-Timeline.pdf 19-20-Grant-Application_REV003 (1).pdf FFL-Grant Award Agreement 19-20.pdf Butterfly Garden support letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2019
Agenda Date: January 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
City Council support of a Historic Cocoa Village Main Street (HCVMS) grant application to Keep Brevard Beautiful for a HCVMS project creating a butterfly garden; and authorize the City to support the maintenance of a butterfly garden in Riverfront Park.

BACKGROUND:

At the December Historic Cocoa Village Main Street (HCVMS) meeting with City Staff, HCVMS members presented a Keep Brevard Beautiful grant opportunity that the organization is interested in applying for to restore and enhance the butterfly sculpture area immediately behind the Historic Porcher House. HCVMS members would prepare and submit the grant to Keep Brevard Beautiful.

As noted in their grant synopsis, the HCVMS members are pursuing a grant for up to $2,000 from Keep Brevard Beautiful. The match is a 1:1 requirement and HCVMS would contribute funds and use eligible volunteer hours to fulfill the match requirement. As part of the grant application, HCVMS is required to provide a written assurance and maintenance plan for a two-year period for the butterfly garden. Since the butterfly garden is located on City property, HCVMS members are requesting the City partner with them to complete this project. HCVMS is not asking for a monetary contribution for

this grant project. HCVMS is requesting permission to complete the grant application, using a site that is located on City property. In addition, they are requesting Staff provide the following if awarded the grant:

- Evaluation of the irrigation needs and potential improvements to create and maintain a successful butterfly garden
- Guidance from Public Works in the choice of plants
- Support from City Staff as volunteers on the planting day
- Access to mulch and plants if necessary
- Administrative support - during the application process and during the grant period (sign off, financial information to calculate in-kind donations and establish budget).

The deadline to apply for the grant is January 14, 2020. HCVMS are in the process of completing all the necessary applications/documents for the submittal of the grant. If awarded, the grant timeframe is as follows:

- March 13, 2020 - notification to grant recipients
- March 27, 2020 - signed contracts due
- June 8, 2020 - project deadline
- June 18, 2020 - deadline for requests for reimbursement
- June 24-26 - tour of completed projects

This project is an environmentally friendly initiative that the City can support as part of their Sustainability Action Plan. The butterfly garden can be a demonstration garden for growing Florida Friendly plants and would be an excellent opportunity to educate the students in our community about the environment.

Staff is requesting City Council support of this grant application as well as authorizing Staff to assist HCVMS in pre- and post-award grant activities.

STRATEGIC PLAN CONNECTION:

This agenda relates to the Strategic Plan Connection for the Environment. This project encourages the use of Florida Friendly Landscaping that is an important sustainability initiative.

BUDGETARY IMPACT:

There are no budgetary needs for the project except possible Staff time to assist with the project. Staff will be responsible for future maintenance of the garden and future budgetary requirements may be necessary.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

City Council support of a Historic Cocoa Village Main Street (HCVMS) grant application to Keep

Brevard Beautiful for a HCVMS project creating a butterfly garden; and authorize the City to support the maintenance of a butterfly garden in Riverfront Park.

Received from HCVMS Members 10/16/19

Keep Brevard Beautiful Grant Opportunity

Concept: Prepare, plant and maintain a butterfly garden in Riverfront Park.

Partnership needed/desired: Historic Cocoa Village Main Street/City of Cocoa/St. Mark's Episcopal Academy

Talking Points for Initial City Support:

Our initial question is this: would the City be willing to support Historic Cocoa Village Main Street in a Keep Brevard Beautiful grant application to prepare, plant and maintain a butterfly garden in Riverfront Park?

HVCMS attended the KBB Grant Workshop on November 4. We had a follow-up meeting with on November 14th with KBB staff (Brian Bobbitt, Kaelyn Palmer and Amanda Muzaurieta) to discuss potential project concepts for HVCMS in Cocoa Village. The KBB team was very enthusiastic about the concept of the butterfly garden and highly recommended that we pursue this option.

Our concept is to restore and enhance the butterfly sculpture area that is immediately behind the Porcher House.

It is a matching grant for up to $2K from Keep Brevard Beautiful. In-kind donations (including professional services) and volunteer hours are eligible contributors to the matching requirement.

We are required to provide a written assurance and a maintenance plan describing the appropriate care and maintenance for a two-year period.

If the City is agreeable to this project, we would also like to approach St. Mark's Episcopal Academy to invite one or more of their classes to engage in this project in several aspects, to include input in design and then on-going maintenance to support the educational standards for science curriculum.

It would be our intention that the HCVMS would have primary oversight of all aspects of this project, including on-going maintenance.

Support needed from the City includes (but may not be limited to as we get into the project):

- Permission for this project and plant on City property

- Evaluation of irrigation needs and potential improvements as needed
- Guidance in choice of plants
- Support on planting day (if desired)
- Access to mulch and plantings (if available)
- Certain administrative support, such as sign off, financial information to calculate in-kind donations and establish budget

Time line:

Jan 14 – application deadline
Mar 13 – notification to grant recipients
Mar 27 – signed contracts due
Mar 30 – effective date of contract
Jun 8 – project deadline
Jun 18 – deadline for funding requests
Jun 24 – 26 – tour of completed projects
After Sep 1 – payments made for complete funding requests

If City is interested in supporting, members of the HCVMS Design Committee will schedule a meeting in the upcoming days to meet with appropriate City staff to get this rolling.

Thank you for considering this great opportunity!

Proposed 2019/2020 Florida Friendly Landscaping Grants Timeline

November 4, 2019	Workshop- Agriculture Ctr., 3695 Lake Dr., Cocoa 6pm-7pm.
January 14, 2020	Application deadline.
January 31, 2020	Application review and recommendations by panel. Notification to grant recipients.
February 21, 2020	Deadline for additional requirements.
March 13, 2020	Additional information due back and notification to recipients- Forwarded contracts for signatures.
March 27, 2020	Signed contracts due back
March 30, 2020	Effective contract date
June 8, 2020	Project deadline
June 18, 2020	Deadline for funding requests
June 24-26, 2020	Tour of completed projects by committee
After September 1, 2020	Payments made for complete funding requests

KEEP BREVARD BEAUTIFUL, INC.
FLORIDA FRIENDLY/BEAUTIFICATION GRANT APPLICATION
2019 – 2020

Mail grant application to: Keep Brevard Beautiful, Inc., Attn: Kaylyn Palmer, 1620 Adamson Road, Cocoa, FL 32926

1. Group & Project Name:_____

2. Street/P.O. Box: _____

3. City: _____ State: _____ Zip: _____

4. Contact Person: _____ Title: _____

5. Mailing Address: _____ City: _____ Zip: _____

6. Phone Number: _____ E-mail: _____

Workshop attended _____ County Commission District: _____

7. Exact location of project: _____

8. Brief description of project: _____

_____

9. Grant budget (see page 7)

A. Amount of KBB grant funds requested: $_____

B. Amount of organization match: $_____

C. Total project cost (a & b): $_____

The undersigned hereby certifies all parts of the application and required grant information has been read and understood and that all information submitted is true and correct and has been approved by the government owner of the public land where the project is to be installed.

Name (Print) _____

Signature _____ Date _____

Title _____

A. PROJECT REQUIREMENTS

1. Services to be provided

Proposed projects must have as their signed objective the beautification of a public land through creative landscaping that requires minimal supplementary irrigation or other maintenance. Native plant species are to be used to the maximum extent possible. Project proposals must address the following (Attachment A):

b. Planning and design.
c. Soil preparation (appropriate for plant selection).

d. Irrigation (for establishment, as needed thereafter).

e. Appropriate plant selection, ie., cold and salt tolerant.

f. Mulching (to conserve water and minimize weed removal).

g. Practical turf areas (limited or none).

h. Appropriate maintenance (fertilization, pruning, mulching, weeding).

Invasive pest plants must not be included in project proposals. A list of commonly sold and planted pests is included in this packet. A list of invasive plants, published by the Exotic Pest Plant Council, is available upon request.

2. Applicant eligibility requirements

a. Qualified applicants are limited to **legal, private non-profit organizations.**

1. Eligible organizations include civic organizations, garden clubs, PTO's, PTA's, sport leagues, scouting groups, etc. (See attachment).

2. Ineligible organizations include private for-profit organizations and public agencies.

b. Grant shall not exceed funds available in the County Commission District of the project.

c. The 50:50 match is required (50% grant: 50% applicant). In-kind services and/or materials can be considered as applicant's match. Value of in-kind services and materials shall be valued at prevailing market or retail rates. Volunteer Labor shall be valued at **$24.69 per hour.** Specialized labor is valued as is by the specialist.

The purpose of the grant funds is for design and implementation of a new project, or a new phase of a project already underway. The grant funds received by the applicant shall be on a reimbursable basis. A final written report shall be submitted. The report shall contain a reimbursement summary sheet along with invoices/receipts, signed in-kind donation forms, payrolls, and log sheets

documenting approved expenditures, which must be submitted to Keep Brevard Beautiful before reimbursement can be made.

3. Other special requirements

a. Landscaping on public lands shall meet all governmental agencies' rules, regulations and ordinances. (Attachment D).

b. Applicants shall provide **written assurance** and a maintenance plan describing the appropriate care and maintenance for a **two-year period. If the plants die within the two-year maintenance period, plants must be replaced or future eligibility may be jeopardized.** (Attachment E).

c. Two photos from different angles of the completed project shall be submitted with the final report to KBB.

d. Grantees are encouraged to use the free mulch available from county solid waste facility (landfill). Purchased mulch should be environmentally-friendly; pine straw, pine nuggets, eucalyptus, or one of the other environmentally-friendly recycled mulches (e.g., "Florimulch, "enviromulch," etc.). Do not use cypress. Phone numbers for the county landfills are: MockingBird Way Mulching Facility (North) 264-5009, Central Disposal Facility (Central) 633-1888, Sarno Road Transfer Station (South) 255-4366.

e. A sign must be installed according to grant specifications (Attachment F). Cost of sign must be included in budget under either grant or matching costs.

B. GENERAL INFORMATION

Questions regarding procedures for submittal and technical aspects of the proposal should be directed to:

Keep Brevard Beautiful, Inc.
Attn: Kaylyn Palmer
1620 Adamson Road
Cocoa, FL 32926
Phone 631-0501 ext. 205, fax 631-2840
E-mail: kaylynpalmerkbb@gmail.com

a. Schedule of critical dates 2019-2020

November 4, 2019	Workshop- Agriculture Ctr., 3695 Lake Dr., Cocoa 6pm-7pm
January 14, 2020	Application deadline

January 31, 2020	Application review and recommendations by panel. Notification to grant recipients.
February 21, 2020	Deadline for additional requirements
March 13, 2020	Additional information due back and notification to recipients- Forwarded contracts for signatures
March 27, 2020	Signed contracts due back
March 30, 2020	Effective contract date
June 8, 2020	Project deadline
June 18, 2020	Deadline for funding requests
June 24-26, 2020	Tour of completed projects by committee
After September 1, 2020	Payments made for complete funding requests

b. Funding source

Grants are 100% funded by the Brevard County Board of County Commissioners through a contract with Keep Brevard Beautiful, Inc.

c. Method of reimbursement

Reimbursement will be initiated upon completion of the project, satisfactory documentation provided (see item D) and tour of completed project by committee. **During the tour the committee will be looking for the specific plants that were listed in the grant, these plants looking healthy and the project maintained. The project funding may be rejected if the above criteria is not met.** (No partial payments will be made).

d. Work authorization

Any work performed on the project and/or any expenditures made prior to the effective contract date from KBB are ineligible for reimbursement.

e. Acceptance of proposals

KBB reserves the right to reject any or all proposals or waive minor irregularities. Minor irregularities are those which will not have a significant or adverse effect on

overall competition, cost or performance, these will be determined by the Keep Brevard Beautiful committee.

f. Cost of applicant preparation

KBB is not liable for any costs incurred by the applicant in responding to this grant application.

g. Posting of application evaluations

A tabulation of application evaluations and applications recommended for funding will be made available for review by all interested parties.

C. PROJECT INFORMATION CHECKLIST:

Please include in the proposal package

___ 1. A resolution or letter of authorization from the government agency that owns the public land where the project is to be installed i.e., principal's letter for school PTO, PTA.

___ 2. A street map which shows the exact location of the project within the county or city where proposed.

___ 3. Two photographs of project site taken from different angles.

___ 4. A written project description, including an explanation of how the project meets the objective of the grant.

Does your project address:

a. Aesthetic value, use of imaginative design concepts.
b. Contribution to noise abatement, visual screening, and/or the correction of other environmental problems.
c. Contribution to an area-wide or regional beautification plan.

___ 5. Detailed design **(drawn to scale)** construction plans, **including dimension of planting areas.**

___ 6. A detailed list of plant materials, fertilizers, soil amendments and all other materials, included in the project. Indicate which plants are native. (Attachment G).

___ 7. A two-year plan of how the project will be maintained. (Attachment E).

___ 8. Irrigation systems, describe the type of irrigation system, rationale for choice and proposed watering schedule. (Include in maintenance schedule).

___ 9. Detailed cost information for each of the eligible grant project and applicant matching cost categories. **Plant costs must be separated from labor costs.**

GRANT BUDGET

Categories of Eligible Grant Project Costs:
(To be paid for by the Grant)

		Funds requested from grant	In-kind matching	
1.	Plants	$ _____	$ _____	
2.	Design	$ _____	$ _____	
3.	Labor	$ _____	$ _____	
4.	Other (identify)	$ _____	$ _____	
TOTAL		$ _____	+	= Total project cost $ _____

***Note in-kind must be at least equal to grant funds requested.**

Sample Evaluation Form

Attachment A

Applicant: _____ Project: _____

Location: _____

Amount requested: _____

EVALUATION CRITERIA

Proposals are to be evaluated on the basis of the response to the criteria listed in the grant application packet.

SCORE Attribute

_____ 1.Special consideration will be given for attendance at the workshop and utilization of professional guidance.
_____ 2. Completeness of Proposal Package
_____ Resolution or letter of authorization
_____ Street Map
_____ Written project description
_____ Photos
_____ List of plants (Common and Botanical Names)
_____ Detailed design and construction plans
_____ 3. Aesthetic value. Use of imaginative design concepts. Contribution to noise abatement, visual screening, and/or the correction of other environmental problems.
_____ 4. Appropriate design and material selection (application of Xeriscape principles) for the location.
_____ 5. Suggested use of 50% Florida native plant materials (more than 50% looks favorable)
_____ 6. Detailed cost information, with attention directed to cost effectiveness. Plant costs must be separated from labor costs.
_____ 7. Irrigation requirements matched to plant needs (water conservation should be emphasized, providing for establishment, as needed thereafter).
_____ 8. Two year written maintenance plan provided.

_____ TOTAL SCORE

How to Identify Native Plants for Landscape Use

"For most purposes, the phrase Florida native plant refers to those species occurring within the state boundaries prior to European contact, according to the best available scientific and historical documentation. More specifically, it includes those species understood as indigenous, occurring in natural associations in habitats that existed prior to significant human impacts and alterations of the landscape." Florida Native Plant Society

Native plants thrive in Florida's sandy soils and provide shelter and food for birds, butterflies, and wildlife. Many native plants are ideally suited for low maintenance, naturalistic, or drought-tolerant landscapes. But knowing which natives to choose for a particular site can involve some research. For help, please consult:

Your local chapter of the Florida Native Plant Society (In South Brevard, Conradina Chapter, 259-2813; in Central and North Brevard, Sea Rocket Chapter, 453-4865). To join the Florida Native Plant Society, write FNPS, P.O. Box 278, Melbourne, FL 32902 or www.FNPS.org Membership in the state organization automatically enrolls you in the appropriate local chapter.
FL. Native Plant nurseries: RealFloridaGardeners@earthlink.net 321-917-1960 www.afnn.org
Maple Street Natives: 984-8320, 729-6857 email: info@maplestreetnatives.com 7619 Henry Ave.,W Melbourne, 32904
Web: www.maplestreetnatives.com contact-Sharon Dolan
Naturewise: 536-1410 email kari@naturewiseplants.com web: www.naturewiseplants.com 2295 Adamson Rd., Cocoa,32926
Contact- Kari Ruder

The following references available in your local library, bookstore, or nature center:

- Florida Native Plant Society publications such as *The Palmetto* quarterly or local chapter newsletter
- *Planting a Refuge for Wildlife*, Cerulean et al.
- *Growing Native*, Workman
- *Xeric Landscaping with Florida Native Plants,* Association of Florida Native Nurseries
- *Florida WildFlower and Roadside Plants,* Bell & Taylor
- *Guide to Florida Wildflowers,* Taylor
- *Flowering Plants of Florida, A Guide to the Common Families, Zomlefer*

An excellent source of books and guides in South Brevard is the library at the Turkey Creek Nature Center, Palm Bay (off Port Malabar Boulevard next to the Palm Bay Community Center). Brevard County libraries have useful reference books also.

Plants to Avoid

Florida's wonderful temperate climate encourages and supports the propagation and culture of plants from all over the world. Exotic plants from Mexico, Brazil, China, and other locales have become part of the Florida landscape. Many exotic plants grow so quickly and so well that we think of them as "natives." Some exotic plants are undesirable, however, because they are *invasive*-they "take over" in the landscape and crowd out other plants, including native plants, which support native birds and other wildlife. Exotic "pest" plants threaten the natural environment in many ways-the loss of species and habitat, the introduction of additional pest species (especially insects), and excessive consumption of water. The State of Florida is spending millions of taxpayer dollars every year trying to eradicate pest plants such a Brazilian pepper and Melaleuca trees, on land as well as water hyacinth and hydrilla in our waterways, and more!

We are just finding out which plants are pests and which are not. Unfortunately, many pest plants are widely propagated and sold commercially by nurseries. The following is a list of the more commonly sold and planted pests to be avoided:

Camphor tree (Cinnamomum camphora)	Firecracker plant (Russelia equisetiformis)	Oyster plant (Rhoeo spathacea)
Carrotwood (Cupaniopsis anacardioides)	Japanese honeysuckle (Lonicera japonica)	Mexican petunia (Ruellia tweediana)
Chinaberry (Melia azedarach)	Lantana (lantana camara)	Pittosporum (Pittosporum pentandrum)

Chinese tallow (Sapium sebiferum)	Mimosa (Mimosa pigra)	Privet (Ligustrum sinense)
C0ral vine (Antigonon leptopus)	Night-blooming cereus (Corpus undatus)	Surinam cherry (Eugenia uniflora)
Earleaf acacia (Acacia auriculiformis)	Orchid tree (Bauhinia variegata)	W0odelia (Wodilia trilobata)

*For a complete list, please contact, Florida Exotic Pest Plant Council database http://www.fleppc.org

Published courtesy of the Conradina Chapter FNPS Inc., a not-for-profit corporation. For additional copies, please contact the Conradina Chapter FNPS, Inc., PO Box 1543, Melbourne, FL 32902-1543

Planting Natives in Brevard County Attachment B(continued)

Because our county is so long, some plants will grow in South Brevard But not in North Brevard, and vice versa. Some plants that thrive on the mainland can't tolerate the salt on the beachside. Scrub plants won't grow in wet areas and marsh plants won't grow in"dry scrub." But no matter where you live in the county, even in "disturbed urban areas," there are lovely native plants to choose from for your home landscape. Always be sure to consider your soil and light conditions, as well as salt tolerance if you live on the barrier island. The following are just a few of the many plants that thrive in Brevard County. Trees are available in most local nurseries; for shrubs, flowering plants, vines, grasses, and groundcovers, look for nurseries specializing in natives.

Larger Trees

Live Oak *Quercus virginiana*
Loblolly Bay *Gordonia lasianthus*
LongLeaf Pine *Pinus palustris*
Magnolia *Magnolia grandiflora*
Red Bay *Persea borbonia*
Red Maple *Acer rubrum*
Sand Pine *Pinus clausa*
Water Oak *Quercus nigra*

Smaller Trees

Dahoon Holly *Ilex cassine*
Myrtle Oak *Quercus myrtifolia*
Southern Red Cedar *Juniperus silicicola*
Turkey Oak *Quercus laevis*

Shrubs

Beautyberry *Callicarpa Americana*
Buttonbush *Cephalanthus occidentalis*
Christmas Berry *Lycium carolinianum*
Coral bean *Erythrina herbacea*
Elderberry *Sambucus Canadensis*
Firebush *Hamelia patens*
Gallberry *Ilex glabra*
Saw Palmetto *Serenoa repens*
Wax Myrtle *Myrica cerifera*
Yaupon holly *Ilex vomitoria*

Flowering Plants

Blanket flower *Gaillardia pulchella*
Blazing star *Liatris species*
Dotted Horsemint *Monarda punctata*
Dune sunflower *Helianthus debilis*
Golden aster *Pityopsis graminifolia*
Goldenrod *Solidago species (various)*
Sea oxeye daisy Borrichia frutescens
St. John's wort *Hypericum species*

Vines

Coral Honeysuckle *Lonicera sempervirens*
Passionflower *Passiflora incarnata*
Railroad vine *Ipoinoea pes-caprae*
Seabean *Canavalia rosea*

Ornamental Grasses

Elliot love grass *Eragrostis elliottii*
Muhly grass *Muhlenbergia capillaris*
Saltmeadow cordgrass *Spartina patens*
Wiregrass *Aristida stricta*

Groundcover

Coontie Zamia floridana
Sunshine mimosa *Mimosa strigillosa*

*Note: plant sizes vary depending on how well plants adapt to your landscape.

Published courtesy of the Conradian Chapter FNPS Inc., a not-for-profit corporation. For additional copies, please contact the Conradina Chapter FNPS, Inc., PO Box 1543, Melbourne, FL 32902-1543

WHAT IS Florida Friendly?

Florida Friendly landscaping is using plants, shrubs, trees and grasses arranged according to their natural water needs. Florida Friendly is planning a landscape that emphasizes native, drought-tolerant plants to conserve water.

WHY Florida Friendly?

Because you use plants with lower irrigation needs, you save water, which reserves a natural resource while saving you money. Half of the residential water consumption in Florida is for landscaping, and using Florida Friendly principles can reduce this figure by as much as 80%. Also, Florida Friendly landscapes need less weeding and less watering, which saves you time. Additionally, it is exciting to create a yard that accents Florida's native plant life.

HOW do I get started?

There are seven steps to Florida Friendly

1. PLANNING AND DESIGN—You need to understand the nature of your land, and its water supplies and demands. Choose plants based on this; the staff of your local nursery will be able to help you select shrubs, ground covers, and turf.

2. WISE USE OF TURF—Turf is the largest consumer of water in a landscape. Only use grass where practical, and focus instead on shrubs, ground covers, and walkways. Also, choose the shape of turf areas carefully; more perimeter equals more water needed.

3. EFFICIENT IRRIGATION—It is a common mistake to overwater your yard in order to satisfy the plants with highest water needs. If you use plants appropriate to your land, little or no irrigation is needed. Choose irrigation methods that fit each area of your yard, and only use as much water as necessary. Good methods include bubblers and drip systems.

4. SOIL ANALYSIS—Before planting have your soil analyzed to determine if it needs improvement.

5. MULCH—Mulch limits weed growth, reduces evaporation from the soil surface, and retains moisture in the root zone. Mulches like pine straw, wood shavings, and eucalyptus mulch are attractive alternatives to turf around and between shrubs and trees.

6. PROPER PLANT SELECTION—Look for the Xeriscape™ tag at your nursery; it will tell you what a plants water needs are. Ask your local water management district office for a guide to appropriate plants for your area. Remember that different grasses have different water needs, too, so choose your turf wisely.

7. APPROPRIATE MAINTENANCE—With less lawn area and lower irrigation needs, your Xeriscape™ ground requires less maintenance than a traditional landscape. Regular pruning, weeding, pest control, and fertilization also help your plants use water most efficiently.

Attachment D

Landscaping Medians and Rights-of-Way

Before undertaking a landscape project targeted toward street medians, rights-of-way, or entryways to subdivisions, there are various important issues to consider:

- Ownership of the property to be landscaped (private, municipal, county, state?)
- Presence of utilities above or below ground (electric, telephone, water/sewer)
- Conflict with existing maintenance routines (moving, trimming, repaving)
- Drainage and run-off requirements (periodic flooding)
- Liability and selection of plantings (attractive, low maintenance, human-friendly)

All of these concerns can make it complicated, tedious, and time-consuming to obtain the formal approvals needed for a median or right-of-way landscaping project. The approval process can be daunting for the newcomer but is achievable if approached properly. But be forewarned that having a project reviewed and approved, and obtaining the necessary letters of authorization and/or permits, *can take several weeks and involve communications with many different individuals and organizations.*

Your first step is to identify the ownership of and jurisdiction over the area to be landscaped-who is responsible for maintaining the area and who would be liable for any problems that might arise? Obtain answers to the following questions:

- If the area private, belonging to a development company, homeowner's group, or other association? Generally, this is the case for entryways to subdivisions, apartment complexes, shopping centers, and so forth.

- If the area municipal, belonging to a city? Generally, residential streets are maintained by their respective cities.

- Is the area county, state, or federal property? Major roads and highways fall into this category and may require approval from Brevard County or from the State Department of Transportation (D.O.T.).

In each case, a different approval process will be required and different criteria will apply to your project. Be prepared for surprises, such as no trees in the median (presents a liability concern). City and county development and planning departments can advise you on their specific requirements, as can the D.O.T. for areas considered state and federal property. Brevard County and many cities apply the D.O.T. criteria and restrictions, which you can learn about by contacting the local D.O.T. construction office at 321-690-3241 and requesting their free publications "Planting in the Right-of-Way" and "Landscaping in the Medians."

Perhaps the easiest and most expedient way to proceed with such a project is to hire one of the many landscape architects who specialize in rights-of-way and median landscaping projects. These professionals already know how to design plans that meet the requirements and restrictions of different government organizations, which present no problems for utility or drainage engineers, and which result in a few maintenance or liability concerns. Involving an expert during the planning and approval stage will result in everyone being happy with a plan that you can them implement. Be sure to select a landscape architect who is not only familiar with rights-of-way and median

landscape requirements, but is also knowledgeable about Periscope concepts and the use of Florida native plants.

Published courtesy of the Conradina Chapter FNPS Inc., a not-for-profit corporation. For additional copies, please contact the Conradina Chapter FNPS, Inc., PO Box 1543, Melbourne, FL 32902-1543.

Recommended Maintenance Plan for Trees
Attachment E

1st Year after Planting

WATERING

- Place a rain gauge on site to measure rainfall amounts.
- In well-draining soils, water deeply (which is one inch of water covering the entire area underneath the drip-line) daily. Do this for approximately six months for every one inch of tree trunk diameter or until the tree is established. The tree is considered established when the tree has produced a large enough root system to promote new growth. An irrigation system (either permanent or temporary) or a portable sprinkler attached to a hose is best to use for watering versus hand-watering. Determine the length of time the sprinklers need to be running to apply one inch of water by placing tuna or cat food cans under the trees canopy and measuring the water.
- Once the tree is established, a deep watering is only needed every 3-4 weeks during dry periods (which is less than one inch of rain per storm or no rain at all.)
- Watch for signs of water stress which is brown leaf margins that work into the leaf or brown leaf tips that work down into the leaf. In well-draining soils and a lack of big rain storms that apply a minimum of an inch of rain per storm, then assume the water stress is caused by not enough water and shorten the watering intervals to every 1-2 weeks. Too much watering can also cause the dead leaf margins or leaf tips but in well-draining soils this will not normally occur even with large storms occurring on a continual basis.

MULCHING

- For each inch of trunk diameter, create a minimum of a two foot radius mulch ring. (This is because competition from grass, weeds and other plants can reduce new growth by up to 50%.)
- Monitor the mulch every six months to keep the mulch 3-4 inches thick.
- At least twice a year, monitor the tree as it grows and enlarge the mulch ring out to the drip-line.

FERTILIZING

- Do not apply any fertilizer until the tree is established and has begun producing new foliage.
- Do not apply any fertilizer until a soil test has been done for pH, phosphorous, potassium, magnesium and calcium. Soil test forms, bags and mailing box can be picked up at either Extension office in Cocoa (633-1702) or Palm Bay (952-4536). The cost of the test is $7 per sample.
- Fertilizer should only be applied if supplemental water can be provided.
- For palms follow these recommendations:
  - Never use turf fertilizer within 50 feet of any palm.
  - Palms will do best with an 8-2-12 4%Mg or 8-4-12 4%Mg.
  - Palms normally have deficiencies that are similar to those of grasses so, if you need to fertilize palms that are planted in (or near) turf it is best to fertilize everything (the turf too) with 8-2-12 4%Mg or 8-4-12 4% Mg.
  - When fertilizing, broadcast the fertilizer using a calibrated rotary spreader under the palm canopy area, the entire bed area or the entire landscape at a maximum rate of 15 pounds of fertilizer (that is the total

Attachment E (continued)

fertilizer blend) per 1000 square feet every three months. Or, 1.5 pounds per 100 square feet every three months.

PEST CONTROL

- Monitor the trees and palms for any evidence of insect problems. If sooty mold is present spray the foliage, both sides and get thorough coverage, with Insecticidal Soap or a Ultra-fine Pesticidal Oil.

2nd Year After Planting

WATERING

- Continue to water the trees deeply every 3-4 weeds during dry periods (which is less than one inch of rain per storm or no rain at all.)
- Watch for signs of water stress which is brown leaf margins that work into the leaf or brown leaf tips that work down into the leaf. In well-draining soils and a lack of big rain storms that apply a minimum of an inch of rain per storm then assume the water stress is caused by not enough water shorten the watering intervals to every 1-2 weeks. Too much water can also cause the dead leaf margins or leaf tips but this is more likely to occur in low-lying areas with poor drainage and not in well-draining soils.

MULCHING

- Monitor the mulch every six months to keep the mulch 3-4 inches thick.
- At least twice a year, monitor the tree as it grows and enlarge the mulch ring out to the drip-line.

FERTILIZING

- If a soil test has been performed continue to follow the recommendations if there is supplemental water available. Repeat soil testing every 2-3 years for pH and nutrients.
- Continue to fertilize the palms four times a year with the fertilizer analyses mentioned earlier.

PEST CONTROL

- Continue to monitor for insect problems and treat as needed.

Prepared by Sally Scalera/ Homeowner Horticulture Agent 09/08

Plaque



Plaque to measure at least **4” x 6"**
Base (above ground) 12” or less

You can be creative with your sign like the sign above that The Friends of the Enchanted Forest did in 2006 as long as you have the required wording on the plaque.

Wording

Keep Brevard Beautiful
Florida Friendly Grant
Year

Recommended reporting format for name **(common and botanical are required)**, number of, types of, and cost of plant materials.

Common & Scientific Name	Plant Family	Native (Y/N)	Mature Height	Mature Spread	Design Symbol	Template Size	Qty

Fertilizers	Formulation	Application

Soil Amendments	Amount	Application

Mulch	Amount

KEEP BREVARD BEAUTIFUL, INC.

Florida Friendly Landscaping GRANT

WITNESSETH:

WHEREAS, the Board of County Commissioners of Brevard County, Florida, entered into an agreement with Keep Brevard Beautiful, Inc., herein referred to as "KBB", on the 24th day of October, l988, to develop a litter prevention program for the County.

WHEREAS, the county did approve addendum No. 6 on the 7th day of June, l994, to obtain the services of KBB in order to implement a Florida Friendly Landscaping (FFL) grant program for Brevard County.

WHEREAS, in accordance with the FFL Grant Program, KBB has selected - _____ to receive a matching grant.

WHEREAS, KBB desires to grant funds to the Grantee to perform certain services as more specifically described in the Grant Proposal attached; and

WHEREAS, the Grantee desires to provide such services in accordance with this agreement and the Grant Proposal, and has represented to KBB that it has the competency and knowledge to perform such services in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, KBB and Grantee hereby agree as follows:

ARTICLE I

PERIOD OF PERFORMANCE AND GRANT AMOUNT

1. The work required to be performed hereunder shall be accomplished from the effective date of March 30, 2020 and shall continue up to and including June 8, 2020, unless otherwise amended.

2. The maximum amount payable to Grantee under this Agreement shall be _____.

3. Grantee hereby agrees and understands that all funding authorized through the FFL Grant Program shall be used only for eligible activities specifically outlined in the Grant Application Packet.

ARTICLE II

PURPOSE

The purpose of this Agreement is to provide funding for design and/or implementation of a new beautification project, or a new phase of a project already underway. The project shall have as its objective the beautification of a public land through creative landscaping that requires minimal supplementary irrigation or other maintenance. A minimum of 50% Florida native plant species is required.

ARTICLE III

PROJECT

Grantee hereby agrees to provide and implement the following eligible project:

_____

Such a project is more specifically described and set forth in the Grant Proposal and Project Budget.

ARTICLE IV

REQUEST FOR FUNDS/PROCEDURES FOR PAYMENT

l. All requests for reimbursement by the Grantee shall be submitted to KBB on an official "Request for Funds" form.

2. The Grantee shall submit copies of all invoices with a description of the services, documentation of actual expenditures and match requirements, and the official "Summary of Enclosures" forms with the "Request for Funds" form to KBB. The "Request for Funds" shall detail costs incurred by line item as identified in the Project Budget. **Plant costs must be separated from labor costs.**

3. KBB agrees to reimburse Grantee for the Project expenses incurred as provided for the Project Budget, provided suspension of payment as provided for in Article IX hereof has not occurred and provided further that Grantee complies with the procedures for invoices and payments as set forth in this Article.

4. Upon determination by KBB that the services or material invoiced have been received or completed and proper documentation submitted to the satisfaction of KBB, the Director shall authorize payment to Grantee, the amount it determines to be payable.

5. Invoices, reports and other material shall not be honored if received later than June 18, 2020.

6. In the event a question or dispute arises regarding a request for reimbursement, KBB shall withhold payment to the Grantee of only the part of the request for reimbursement in dispute. If a payment request is disputed, the Grantee shall provide adequate documentation within two (2) weeks from receipt of a request letter from KBB.

ARTICLE V

RECORDS AND INSPECTION

In the performance of this Agreement the Grantee shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by KBB to insure proper accounting for all funds expended under this agreement. Said records shall be made available, upon request, for audit purposes to KBB. Such books, records, and accounts shall be retained by the Grantee for a period of three (3) years after termination of this agreement.

ARTICLE VI

EVALUATION AND MONITORING

The Grantee shall submit to KBB by June 18, 2020 a detailed Final Progress Report of the overall project implementation and success at the conclusion of the Grant Project.

ARTICLE VII

NON-ALLOWABLE COSTS

l. The purpose and scope of work for which this grant is made shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public or private.

2. No wages, salaries, administrative or other expenses shall be reimbursable except for those expenses specifically allowed and provided for in the Project Budget.

3. Grantee hereby agrees that if it has caused any funds to be expended in violation of this agreement, it shall be responsible to refund such monies in full to KBB.

ARTICLE VIII

INDEMNIFICATION CLAUSE

Grantee, hereby agrees to indemnify and hold KBB, its officers, agents and employees harmless from any and all claims, losses, damages, costs of any kind, including attorney's fees, litigation costs or expenses arising out of the negligence, or willful misconduct of Grantee, its employees, agents or subcontractors in connection with the performance of this agreement.

ARTICLE IX

SUSPENSION OF PAYMENTS

l. The parties hereby agree that the following events constitute a material failure sufficient to warrant suspension of payment. Such events include, but are not limited to:

(a) Failure to submit the Final Progress Report, the "Request for Funds" form, the "Summary of Enclosures" form and/or the documentation of actual expenditures.

(b) Submittal of incorrect or incomplete reports and/or forms.

(c) Failure to comply with any term of this agreement or the requirements as stated in the Grant Application Packet of this agreement.

(d) Improper or unauthorized use of grant monies for non-allowable costs.

(e) Failure to comply with the terms of the Project Budget.

2. If payment is withheld, KBB shall specify, in writing, the action that must be taken by the Grantee as a condition precedent to resumption of payment, provided that such notification shall specify a reasonable date (not to exceed l5 days) for compliance

ARTICLE X
TERMINATION/ENFORCEMENT

l. KBB shall have the right to terminate this Agreement upon written notice to the Grantee and shall make a fair and reasonable payment, as determined by KBB, for all work satisfactorily completed prior to the effective date of the termination.

2. The Grantee shall have the right to terminate this Agreement upon written notice to KBB and KBB shall make a fair and reasonable payment, as determined by KBB, for all work satisfactorily completed prior to the effective date of the termination.

3. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of this Agreement are not allowable, unless expressly authorized by KBB.

4. If the plants die within the two year maintenance period, plants must be replaced or future eligibility may be jeopardized.

ARTICLE XI

GENERAL TERMS AND CONDITIONS

All conditions and assurances required of KBB by the County are binding on the Grantee and KBB. Both parties shall adhere to applicable statutes, rules and regulations of the State of Florida and the applicable ordinances of Brevard County.

ARTICLE XII

MATCH REQUIREMENTS

Match requirements shall be in accordance with the specific rules, regulations and instructions pertaining to match expenditures contained in the Grant Application Packet.

ARTICLE XIII

INTEREST OF MEMBERS OF COUNTY AND OTHERS

The Grantee warrants nothing of monetary value has been given, promised or implied as remuneration for entering into this Agreement. The Grantee further declares no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiations leading to the award of this Agreement.

ARTICLE XIV

MODIFICATIONS OR AMENDMENTS IN

WRITING/ASSIGNMENT

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written "Request for Amendment" form and incorporated herein by this reference, and executed by the parties with the same formality as herewith.

ARTICLE XV

NOTICES/AUTHORIZED

REPRESENTATIVE/CORRESPONDENCE

Any notices required or permitted by this Agreement shall be in writing addressed to the parties at the following addresses:

FOR KBB:
Kaylyn Palmer
Keep Brevard Beautiful, Inc.
1620 Adamson Road
Cocoa, FL 32926

FOR GRANTEE:
_____
_____
_____
_____

FOR GRANTEE: **(If this person leaves office, KBB must be notified)**

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the

l. Grant Proposal and Project Budget
2. Request for Funds Form
3. Final Progress Report Form
4. Request for Amendment Form

ARTICLE XVI

ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

Kaylyn Palmer, Environmental Programs Coordinator

KEEP BREVARD BEAUTIFUL,
March 13, 2020

Approved amount of grant money _____

Grant for:_____

_____

_____

_____
Signature date

City Manager's Office
65 Stone Street
Cocoa, FL 32922

January 8, 2020

To Whom It May Concern:

The City of Cocoa supports the Historic Cocoa Village Main Street (HCVMS) in their efforts to apply for a grant to establish a Butterfly Garden in Riverfront Park in Cocoa Village. If awarded, the City will authorize the HCVMS to access the location behind the Historic Porcher House, the planned location of the Butterfly Garden, and provide consultation from City Staff during the planting period. In addition, City Staff will assist with ensuring the irrigation is in place for the plants and will provide future maintenance efforts of garden.

The City is excited that HCVMS is pursuing a grant to support the Butterfly Garden, as it not only provides an opportunity to support an ongoing educational tool for students and the community. Butterfly gardens are not only beneficial to butterflies but to the environment through the relationship between the butterflies and the plants. This Florida Friendly Landscape will attract butterflies and be a host for the community to learn more about how a Butterfly Garden works.

Sincerely,

Jake Williams, Jr.
Mayor
City of Cocoa

Legislation Details (With Text)

File #:	20-14	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/27/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	City Council direction on creating a Code Enforcement Lien Amnesty Program allowing for administrative lien reductions for qualified applicants and liens. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amensty_Program_information.pdf AmnestyAppForm.pdf AmnestyForm.pdf ARTICLE_VI.___CODE_ENFORCEMENT_LIEN_AMNESTY_PROGRAM - Sanford.pdf Plantationlienamnesty.pdf Code Enforcement Lien Amnesty Program.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 27, 2019
Agenda Date: January 8, 2020
Prepared By: Dennis A. Bunt, Code Enforcement Manager
Through: Michael Cantaloupe, Police Chief
Requested Action:
City Council direction on creating a Code Enforcement Lien Amnesty Program allowing for administrative lien reductions for qualified applicants and liens.

BACKGROUND:

In an effort to reduce and release outstanding code enforcement liens, staff is proposing to provide City homeowners an opportunity to bring their property into compliance and receive a reduced fine. City Code currently allows for lien reduction/forgiveness on any property within the city whereby a property owner applies for lien forgiveness, the Code Enforcement Board hears and makes a recommendation, and City Council takes final action on the requested lien forgiveness. The City of Cocoa Code Enforcement Lien Amnesty Program would be in addition to the existing code enforcement lien forgiveness process.

After researching and evaluating other code enforcement lien amnesty programs, staff proposes the City of Cocoa Code Enforcement Lien Amnesty Program be established for a specified and limited duration of time in order to incentivize homeowner's participation. Eligible homeowners would receive a reduction in a code enforcement lien in exchange for bringing the property into compliance with the

City Code and a prompt payment of a reduced lien amount.

Staff offers the following program eligibility requirements for City Council consideration:

- Applicant must complete an application and pay an administrative processing fee.
- Subject property must be in full compliance with all City Codes as determined by an inspection of the property by Code Enforcement staff.
- Approval of the application would result in an administrative reduction and release of the existing Code Enforcement Lien(s).
- Program eligibility is limited to single-family homeowners and non-residential properties where the property owner was the owner of record at such time code enforcement action was first initiated.
- Owners of rental properties and repeat code enforcement violators are not eligible.
- Fixed Code Enforcement Liens for abatement, demolition, water, etc. are not eligible for a reduction.
- Property owners with multiple Code Enforcement Liens must simultaneously apply for a reduction of each lien on the same property.

An important consideration for City Council is the amount of lien forgiveness, is the forgiveness 100% (or a lesser percentage, or a percentage based on the amount of the outstanding code enforcement liens) less administrative costs (including costs associated with releasing the lien). The City of Plantation established a Code Lien Range and the amount (a percentage of the total lien(s) imposed) eligible for forgiveness. Okeechobee County provided a reduction could be between 50-75%. The City of Riviera Beach provided an eligible homeowner owner could settle outstanding fines by paying the City's administrative costs; eligible rental property owners may settle outstanding fines by paying 2% of the outstanding fines or the City's administrative costs, whichever is greater; and eligible commercial property owners could settle by paying 5% of the outstanding fines or the City's administrative costs, whichever is greater.

A final consideration for City Council is the length of time in which the program should be available to eligible property owners. The City of Plantation implemented the program for a full fiscal year, but limited participation to code liens imposed essentially two years or more before the effective date of the program. Okeechobee County implemented the program for six months and the City of Riviera Beach's program lasted only three months. Staff recommends that the program duration be no less than six months and no more than one year.

Additionally, staff has attached ordinances and information from other jurisdictions with lien amnesty programs. Also included is a preliminary draft City of Cocoa Code Enforcement Lien Amnesty Fact Sheet and Application. Subject to City Council direction these will be revised and finalized accordingly.

Based on City Council direction to establish a lien amnesty program, staff in conjunction with the City Attorney will bring back an agenda item and ordinance creating the City of Cocoa Code Enforcement Lien Amnesty Program, and program documents will be prepared consistent therewith.

STRATEGIC PLAN CONNECTION:

Image - While not specifically identified, the lien amnesty program is consistent with Objective 1.4 and will result in enhancing the City's physical image through improvement of the appearance of privately-owned properties. Additionally, the program will also lessen the burden on single-family homeowners through the releasing of code enforcement liens.

BUDGETARY IMPACT:

Indeterminate currently.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Provide staff and the City Attorney direction on creating a Code Enforcement Lien Amnesty Program allowing for administrative lien reductions for qualified applicants and liens.

City of Riviera Beach
Florida

Date: April 2, 2014

City of Riviera Beach, Florida

Code Enforcement

Amnesty Program

The City of Riviera Beach offers the Code Enforcement Amnesty Program as an incentive to property owners who may have outstanding code enforcement violations to bring their property into compliance with City codes and obtain a quick reduction of their outstanding fines or liens.

PROGRAM DURATION: May 1, 2014 to July 31, 2014

ELIGIBILITY CRITERIA*

- Property must be in compliance with all City Codes and Ordinances
- Property owner must not have active code enforcement violations on any other property owned in the City of Riviera Beach.
- The property owner/property must not be subject to foreclosure, a prior City Council reduction or settlement denial by the City of Riviera Beach.

TERMS OF THE AMNESTY PROGRAM

- Eligible homeowners may settle outstanding fines by paying the City's Administrative Costs
- Eligible rental property owners may settle outstanding fines by paying 2% of the outstanding fines or the City's administrative costs, whichever is greater.
- Eligible commercial property owners may settle outstanding fines by paying 5% of the outstanding fine total or the City's administrative costs, whichever is greater.
- Upon Special Magistrate authorization, the City of Riviera Beach will issue a Satisfaction of Lien to the property owner for each outstanding fine or lien settled during this program.

*For more information regarding eligibility or if you have any questions about this program, please contact the City of Riviera Beach Code Enforcement Division at 561 882-3505.

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

CODE ENFORCEMENT LIEN AMNESTY PROGRAM
APPLICATION AND PARTICIPATION AGREEMENT

Code Enforcement Case No.:_____ Owner: _____

Address of Property: _____
Address City Zip Code

I, _____ (print name) am the legal owner of the above referenced property ("Property") and I agree to participate in the Code Enforcement Lien Amnesty Program ("Program") as established by City of Cocoa ("City") Resolution in an effort to resolve the code enforcement case cited above.

I recognize and fully understand that a code enforcement lien from code enforcement fines exists on the Property and, if approved, I wish to pay a reduced amount of **the original lien** I also understand that in order to participate in this Program and be eligible for the aforesaid reduction that: (1) All violations on the subject property must be complied; (2) There cannot be any other active code enforcement cases with ongoing violations pending on any other property I own within the City; (3) The lien must have a minimum face value of $1,000 and cannot be under any order of reduction from the City's Code Enforcement Board; (4) all Unsafe Structures Board liens and Property Maintenance liens on any property I own within the City must first be paid in full in order for me to be eligible to qualify for a reduction of the code enforcement lien; and (5) I am completing one Application and Participation Agreement for each lien on the Property and am submitting a non-refundable $75 application fee for the Property.

If approved, I agree to pay the total sum of the following items: the reduced value of the eligible lien(s) on the Property, the full amount due for any lien that was reduced by Order of the City Council, and the cost per lien of lien preparation and recording. I will make such payment to the order of the City of Cocoa and understand and agree that the Code Enforcement on or before September 30, 2020 must receive payment in full by cashier's check or money order. Should I fail to make payment in full **within 30 days**, I understand and agree if not paid that the approved lien reduction(s) shall be null and void and that I will be liable for the entire face value of the lien(s) as if no reduction had ever been imposed.
In addition, I understand that this agreement is not assignable by me. I also recognize that this Program only addresses code enforcement liens and not any other liens, which may be levied against the Property.

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

CODE ENFORCEMENT LIEN AMNESTY PROGRAM
FACT SHEET

The City of Cocoa offers the Code Enforcement Amnesty Program as an incentive to property owners who may have outstanding Code Enforcement violations to bring their property into compliance with City codes and obtain quick reduction of the outstanding liens.

- The City of Cocoa (the "City") will take applications for the Code Enforcement Lien Amnesty Program (the "Program") from **March 1, 2020 to July 1, 2020**.
- Commercial and residential properties are eligible to participate in the Program.
- Owners of complied properties that have been liened by the City as a result of Code Enforcement violations may settle their debt on each Code Enforcement case subject to Program guidelines which include, but are not limited to, their property being inspected by the City and found to be in compliance, the City's receipt of a completed *Code Enforcement Program Application and Participation Agreement* by June 30, 2020. Liens must have a minimum face value of $1,000.00 and must not have been under an Order of reduction by the Code Enforcement Board to be eligible for participation in the Program.
- Owners of properties with ongoing Code Enforcement violations are eligible to participate in the Program subject to its guidelines, which include, but are not limited to, their property being found in compliance by the City and a completed *Code Enforcement Program Application and Participation Agreement* being received by the City's Code Enforcement Division by **July 1, 2020.**
- Only liens resulting from code violations are eligible under the Program. All other liens must be paid in full prior to the property owner applying for the Program.
- Utility liens are not eligible for the Program.
- Owners must not have active Code Enforcement violations on any property owned in the City of Cocoa.
- Property owners with multiple Code Enforcement liens must apply for a reduction of each lien on the same property simultaneously under the Program.
- Submit the completed application form with a non-refundable $75.00 application fee per property.
- Payment must be in the form of a cashier's check or money order and made payable to the "City of Cocoa." All Amnesty payments are due in full on or before July 31, 2020.
- The Program is being administered by the City's Code Enforcement Division. Hours of availability are 9:00 a.m. to 4:00 p.m. daily, excluding weekends and legal holidays. You can schedule an appointment to discuss specific information or amounts owned by contacting the Code Enforcement Coordinator at (321)433-8508.

ARTICLE VI. - CODE ENFORCEMENT LIEN AMNESTY PROGRAM[4]

Footnotes:

--- (**4**) ---

Editor's note—Ordinance No. 4251, §§ 2—6, adopted September 26, 2011, did not specifically amend the Code. Therefore, such ordinance has been added as §§ 26-141—26-145 at the editor's discretion.

Sec. 26-141. - Program duration; acceptance of applications; application fee; multiple violations.

(a) Program duration. Duration of the Code Enforcement Lien Amnesty Program shall be from October 1, 2011 to September 31, 2012 unless extended by resolution adopted by the city commission.

(b) Acceptance of applications. Property owners applying to the code enforcement lien amnesty program must complete a code enforcement lien amnesty program application. Applications will be accepted between October 1, 2011 and September 31, 2012 by the community improvement department. Applications are available at City Hall or online at www.sanfordfl.gov. Completed applications (with application fee) may be returned in person to community improvement or mailed to City of Sanford Community Improvement, Post Office Box 1788, Sanford, Florida 32772.

(c) Application fee. Property owners applying to the code enforcement lien amnesty program must, in addition to completing a code enforcement lien amnesty program application, submit a $100.00 nonrefundable application fee.

(d) Procedure when multiple violations present. Property owners with multiple code enforcement liens must apply for a reduction on each lien on the property simultaneously under the program with each lien being subject to the application fee.

(Ord. No. 4251, § 2, 9-26-2011)

Sec. 26-142. - Ineligible liens.

(a) Utility liens are not eligible for the amnesty program.

(b) Special assessment liens or payments due for code enforcement abatement actions, such as lot mowing, debris removal, or demolition are not eligible for the amnesty program and such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this article.

(Ord. No. 4251, § 3, 9-26-2011)

Sec. 26-143. - Eligibility criteria.

(a) Property must be in compliance with all city codes and ordinances in order to be eligible for the code enforcement lien amnesty program.

(b) Both commercial and residential properties are eligible to participate in the program.

(c) Any property that has been foreclosed on and is not in compliance may apply for a 90-day grace period to bring the property in to compliance by paying a $1,000.00 application fee. If the property is in compliance within the 90-day grace period, the code enforcement lien will be waived. If extensive repairs are required in order to bring the property in to compliance and said repairs are adequately

documented in detail within the submitted application, the 90-day grace period may be extended for up to a 12-month grace period in order to allow for a reasonable amount of time for sufficiently documented repairs to be made and compliance consequently achieved. Any municipal special assessment liens or other code enforcement abatement costs must be paid in full at time of closing. If the property is not in compliance within the allotted grace period, the lien amount will revert to the original lien amount and the application fee forfeited.

(Ord. No. 4251, § 4, 9-26-2011)

Sec. 26-144. - Calculation of lien reductions; deadline for payment of reduced lien; consequence of nonpayment of reduced lien by deadline.

(a) Calculation of lien reductions based on lien matrix. Code enforcement liens determined as eligible will have the benefit of the lesser of a 90 percent reduction or maximum payment of $2,000.00.

(b) General calculation of lien. Code enforcement will calculate the amount of the lien and the administrative costs. Under the code enforcement lien amnesty program, the amount of the lien will be reduced based on the date of the application, the per diem accrual amount and the lien matrix plus $400.00 administrative costs. The $100.00 application fee will be credited toward the lien payment.

(c) Deadline for payment of reduced lien. The reduced lien amount shall be paid in full within 30 days of the date of approval of the application.

(d) Consequence of nonpayment of reduced lien by deadline. If the reduced lien is not paid within 30 days from the date of approval, the lien amount will revert to the original lien amount and the application fee shall be forfeited.

(Ord. No. 4251, § 5, 9-26-2011)

Sec. 26-145. - Acceptable methods of payment of application fees and reduced liens.

Acceptable payments under the program are cashier's check or money order only made payable to the "City of Sanford."

(Ord. No. 4251, § 6, 9-26-2011)

Office of the Mayor/Administration
CITY OF PLANTATION CODE AMNESTY PROGRAM

The City of Plantation City is currently offering an incentive, known as the "Code Amnesty Program," designed to bring properties throughout the City into compliance and to offer a reduction in the face value of the code enforcement lien the City's records indicate is against your property. The Program commenced on February 1, 2019 and ends on February 1, 2020, and is applicable to code liens received prior to December 31, 2017.

In order to participate in the Program, your property must be in compliance (or be brought into compliance within a specified timeframe), and you must enter into a Participation Agreement with the City that stipulates that you will pay a reduced amount of your code lien by February 1, 2020. Your code lien reduction will be based on the matrix below.

Code Lien Range	**Customer pays**	**Example of a $500,000 code lien**
$0 – $50,000	15%	$50,000 x 15% =$7,500
$50,001 – $150,000	15% applicable on the first $50,000; plus 10% on amounts between $50,001 and $150,000	$100,000 x 10% = $10,000
$150,001 – $300,000	15% applicable on the first $50,000; plus 10% on amounts between $50,001 and $150,000; plus 7.5% on amounts between $150,001 and $300,000	$150,000 x 7.5% =$11,250
$300,000 – over	15% applicable on the first $50,000, plus 10% on amounts between $50,001 and $150,000; plus 7.5% on amounts between $150,001 and $300,000; plus 5% on amounts over $300,000	$200,000 x 5%= $10,000 **Customer pays $38,750**

Please contact the City's Code Enforcement Division at 954-797-2267 if you have any questions concerning what must be done to bring your property into compliance. If you execute the Participation Agreement, upon receipt of the payment, the City will satisfy and release the lien.

For additional information, to see if you qualify, and an application to participate, please contact the City by calling 954-797-2723 or via email at

dmehler@plantation.org. Please remember that this incentive is available for a limited time only, beginning February 1, 2019 and ending on February 1, 2020.

After an Application, a check in the amount of $50 for the application fee and a Participation Agreement is executed, the City will not take legal proceedings to enforce the code case lien, except when the City concludes after giving notice that diligent efforts are not being made to correct any life safety violations within the Agreement's timeframe. Without the benefit of the Amnesty Program, the City reserves all of its rights to enforce the code case lien.

For properties who do not participate in the Program, the City reserves all of its rights to enforce the code case lien. Properties that apply for participation in the Program and at the end of the Program are still non-compliant or have not paid the outstanding liens are also subject to the City's legal proceedings to enforce the lien. The City's legal enforcement proceedings may include foreclosure actions on properties that are non-homesteaded.

Code Enforcement Lien Amnesty Program

The Okeechobee County Board of County Commissioners is pleased to announce its Code Enforcement Lien Amnesty Program. The Amnesty Program benefits the citizens and businesses of Okeechobee County by encouraging property owners to correct violations, thereby maintaining the appearance of the County and protecting property values.

For the limited time period from September 1, 2018 through January 31, 2019, affected property owners will have the opportunity to apply for a reduction of outstanding fines and a release of liens on their real property in unincorporated Okeechobee County.

Availability of the Amnesty Program:

The Amnesty Program is available to all property owners and property types with existing code enforcement liens who are in compliance with all County codes and ordinances on all properties owned in unincorporated Okeechobee County, or who come into compliance by February 28, 2019.

Application and Review Process:

Completed Applications, together with the initial Application Fee, can be mailed or hand delivered to the Okeechobee County Code Enforcement Department, 1700 NW 9th Avenue, Suite A, Okeechobee, FL 34972. The deadline for submitting the Application is January 31, 2019.

At the time of the Application, all of the property taxes must be paid and current (not delinquent), and the property owner must give consent for an Okeechobee County Code Officer to enter upon the property for such inspections as are necessary to determine compliance.

Reduction and Release:

Participation could result in a reduction of 50-75% of your lien and payment of said reduction in full along with any applicable fees will result in a release of lien.

It is recommended that the Frequently Asked Questions below be reviewed before submitting an Application. For full details about the Amnesty Program, contact the Okeechobee County Code Enforcement Department by telephone at 863-763-5548, or in person at 1700 NW 9th Avenue, Suite A, Okeechobee, FL 34972.

Legislation Details (With Text)

File #:	19-647	**Version:**	1	**Name:**	Strategic Alliance Memorandum with SBA
Type:	Contract			**Status:**	City Business
File created:	12/4/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Council approval of a Strategic Alliance Memorandum (SAM) between the U.S. Small Business Administration (SBA) and the City of Cocoa; Authorize the Mayor to sign the Memorandum on behalf of the City; Present a Proclamation acknowledging the Strategic Alliance Memorandum between the SBA and the City of Cocoa. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SBA Strategic Alliance Memorandum.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2019
Agenda Date: January 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Council approval of a Strategic Alliance Memorandum (SAM) between the U.S. Small Business Administration (SBA) and the City of Cocoa; Authorize the Mayor to sign the Memorandum on behalf of the City; Present a Proclamation acknowledging the Strategic Alliance Memorandum between the SBA and the City of Cocoa.

BACKGROUND:

The City of Cocoa and the U.S. Small Business Administration (SBA) executed the first Strategic Alliance Memorandum (SAM) in May 2012 for a period of two years and subsequently renewed the Memorandum in March 2014 and June 2016. The City of Cocoa and the SBA desire to renew this Memorandum to continue coordination and cooperation of mutually beneficial activities in the interest of small businesses within the City of Cocoa. Since the execution of the Memorandum, the City and the SBA has jointly hosted, directly and indirectly, 13 workshops and partnered on more than 21 projects concerning small business finance, HUBZone certification, government contracting, and other SBA-related activities.

The United States Small Business Administration (SBA) mission is "…to aid, counsel, assist and protect the interests of small business concerns, to preserve free competitive enterprise and to maintain and strengthen the overall economy of our nation…" In the course of carrying out that mission, SBA district offices deliver programs and services to the public, and assists local

governments as they assist the small business community.

According to the SBA, 30% of new businesses fail during the first two years of being open, 50% during the first five years and 66% during the first 10. Furthermore, only 25% make it to 15 years or more. However, not all of these businesses need to fail. With the right planning, funding and flexibility, businesses have a better chance of succeeding. SBA indicates the top reasons a small business fail are: 1) lack of experience; 2) insufficient capital; 3) poor location; 4) poor inventory management; 5) over-investment in fixed assets; 6) poor credit arrangements; 7) personal use of business funds; and 8) unexpected growth.

Beginning several years ago, the City has worked to educate and inform our local businesses by holding a series of business workshops ranging from topics such as writing a business plan; financing; promotion and marketing; and management. The SBA has been a vital resource in conducting these workshops, along with the City and the local business community. The City and SBA, specifically the Ft. Pierce district office, have been working collaboratively to educate and inform small business owners of various programs and services available to them. This Memorandum memorializes the existing collaborative partnership between the SBA and the City to aid our small business community and foster a more entrepreneurial local economy. The Memorandum also provides for information sharing between our respective agencies all to the benefit of the small business community.

STRATEGIC PLAN CONNECTION:

This item relates to the Strategic Plan Connection for Economic Development and relates to Goal # (Retain and Expand Business and Industry). A partnership with the SBA will help small businesses improve their success rate.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approved a Strategic Alliance Memorandum between the City of Cocoa and the U.S. Small Business Administration on May 7, 2012, March 26, 2014 and June 28, 2016.

RECOMMENDED MOTION:

Council approval of a Strategic Alliance Memorandum (SAM) between the U.S. Small Business Administration (SBA) and the City of Cocoa; Authorize the Mayor to sign the Memorandum on behalf of the City; Present a Proclamation acknowledging the Strategic Alliance Memorandum between the SBA and the City of Cocoa.

U.S. Small Business Administration

Strategic Alliance Memorandum

between the

United States Small Business Administration

and the

The City of Cocoa

I. PURPOSE

The United States Small Business Administration (SBA) and the **City of Cocoa** (each a "Party" or, collectively the "Parties") are joined by a common mission; **helping start, maintain, and expand small businesses.** The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The mission of Cocoa's government is to provide community supported services and programs designed to assure the safety and well-being of all Cocoa's residents and businesses. The **City of Cocoa** is a non-profit government entity.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the **City of Cocoa** in order to strengthen and expand small business development in the local area.

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA's Cosponsorship Authority.

In order to further their common goals, the Parties agree to the following:

II. SCOPE AND RESPONSIBILITIES

SBA Undertakings:

Within the limits of its available and/or appropriated resources, the SBA through its **South Florida** District Office will:

- Provide the **City of Cocoa** with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise the **City of Cocoa** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in the **City of Cocoa** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite the **City of Cocoa's** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at the **City of Cocoa's** location when appropriate.
- Provide a text-only hyperlink from SBA's website to the **City of Cocoa's** website pursuant to SBA's linking policies.
- Provide information to the **City of Cocoa's** staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and the **City of Cocoa**.

City of Cocoa Undertakings:

Within the limits of its available resources, the **City of Cocoa** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform the **City of Cocoa's** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the **City of Cocoa's** website to SBA's website.
- Assign a local point of contact to serve as liaison between the **City of Cocoa** and SBA.

VIII. RESPONSIBLE PROGRAM OFFICIAL

The SBA Responsible Program Official for this Strategic Alliance Memorandum is Jonel Hein.

IX. POINTS OF CONTACT

The points of contact for administrative matters pertaining to this SAM are:

City of Cocoa:
Name: Nancy Bunt
Title: Community Services Director
Address: 65 Stone Street, Cocoa, FL 32922
Email: nbunt@cocoafl.org

U.S. Small Business Administration:
Name: Vincent J. LoPresti
Title: Senior Area Manager
Address: 505 South 2nd Street, Ste. 225, Fort Pierce, FL 34950
Email: Vincent.Lopresti@SBA.gov

X. SIGNATURES The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

U.S. Small Business Administration:

Stephen Morris, Director of Strategic Alliances — 10-17-19 Date

Victoria Guerrero, District Director
South Florida District Office — Date

The City of Cocoa:

Jake Williams, Jr., Mayor — Date

Legislation Details (With Text)

File #:	20-13	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	12/27/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Ordinance No. 02-2020/1st Reading: Related to the Diamond Square Community Redevelopment Agency for purposes of implementing the Interlocal Agreement between the City, Agency and Brevard County. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pdf Ordinance ____-2020 Diamond Square.pdf Diamond Square CRA Roster Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 27, 2019
Agenda Date: January 8, 2020
Prepared By: Anthony A. Garganese, City Attorney
Through:
Requested Action:
Approve on First Reading Ordinance related to the Diamond Square Community Redevelopment Agency for purposes of implementing the interlocal agreement between the City, Agency and Brevard County

BACKGROUND:

In 2019, the City of Cocoa, Diamond Square Community Redevelopment Agency and Brevard County entered into Interlocal Agreement amending several operational aspects of the Agency. A copy of the Interlocal Agreement is attached and was recorded in the Brevard County Official Record Book 8617, Page 1078 (“Interlocal Agreement”).

The proposed Ordinance is intended to modify the Agency’s enabling ordinance currently codified in Chapter 8 of the City Code consistent with the terms and conditions of the Interlocal Agreement. Specifically, a modification to the City Code is required to address new Agency requirements and restrictions including: (1) Limits on the Agency’s borrowing authority; (2) an extension of the Agency’s termination date to September 30, 2032; (3) Additional limitations on administrative expenses related to County TIF; (4) additional contractual annual audit requirements; (5) approval of an updated Redevelopment Plan; (5) a $150,000 annual cap on County’s TIF unless otherwise approved by the County to fund a specific Agency project identified in the Redevelopment Plan; and

(6) reconstituting the existing Agency Board.

Regarding the reconstitution of the Agency board, the Ordinance, consistent with the Interlocal Agreement, will re-establish a seven (7) member board of commissioners. Six of the commissioners will be appointed by the City Council, with initially staggered terms of 1, 2, 3 and 4 year terms. The seventh member of the Agency's board shall be the District County Commissioner whose district includes the Agency's redevelopment area unless the County Commission appoints a qualified designee to serve on the Agency Board. In effect, the current Agency board member's terms will be deemed terminated and a new Agency board will be installed per the Interlocal Agreement.

Upon adoption of the Ordinance, the City Council will be required to make six new appointments to the Agency's board with staggered terms. To assist the Council with this endeavor, a Worksheet is attached to this Agenda Item. It is anticipated that the City Council will make the appointments at the City Council's January 22, 2020 meeting or soon thereafter.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The Ordinance does impose budgetary restrictions on the Diamond Square Community Development Agency consistent with the terms and conditions of the Interlocal Agreement.

PREVIOUS ACTION:

The City Council established the Diamond Square Community Redevelopment Agency in 1998.

The City Council approved the Interlocal Agreement on September 25, 2019.

RECOMMENDED MOTION:

Approve Ordinance on First Reading.

powered by Legistar™

CFN 2019274806, OR BK 8617 PAGE 1078,
Recorded 12/18/2019 at 11:58 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYs with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and incorporated by this reference.

2. **DEFINITIONS**. The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT**. As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND**. Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty -five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-161.

13. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

14. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY:
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY:
Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

15. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

16. **SAVINGS CLAUSE**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.

ATTEST:

CITY OF COCOA

By: 09/25/2019
Its: Date
(as approved by the Board on September 25, 2019)

ATTEST:

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: 10/21/2019
Its: Date
(as approved by the Board on October 21, 2019)

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

By:
Kristine Isnardi, Chair
(as approved by the Board on September 5, 2019)

ORDINANCE NO. 02-2020

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

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

WHEREAS, the City of Cocoa, Diamond Square Redevelopment Agency, and Brevard County have entered into that certain Interlocal Agreement in 2019, which was recorded at Brevard County Official Record Book, Page 1078 ("Interlocal Agreement"); and

WHEREAS, pursuant to the Interlocal Agreement, the operational terms and conditions of the Diamond Square Redevelopment Agency were amended by mutual agreement of the parties; and

WHEREAS, under the terms and conditions of this Ordinance, the City Council has determined that it is in the best interest of the City to implement the terms and conditions of the Interlocal Agreement by modifying the enabling ordinance of the Diamond Square Redevelopment Agreement; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens 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 fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 8, Section 8-53, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 8, Section 8-53. It is intended that the text in Chapter 8, Section 8-53 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

Sec. 8-51. – Definitions.

The following terms, wherever used or referred to in this part, have the following meanings:

* * *

County Board means the Brevard County Board of County Commissioners.

County CRA Interlocal Agreement 2019 means that certain Interlocal Agreement Between City of Cocoa, Diamond Square Redevelopment Agency, and Brevard County, approved by the County, the City Council, which was recorded at Brevard County Official Record Book 8617, Page 1078, as may be amended,

* * *

Sec. 8-53. - Creation of community redevelopment agency board; composition; terms; appointment of chairperson and vice-chairperson.

(a) Pursuant to Section 163.356(2), Florida Statutes and the County CRA Interlocal Agreement 2019, the Agency board of commissioners is hereby reconstituted effective **[Insert Date]_** as follows:

(1) The Agency board shall consist of seven (7) commissioners. Six (6) commissioners shall be appointed by the City Council and one (1) shall be a Brevard County Board of County Commissioner in whose District the Agency is located, or that County Commissioner's designee approved by the County Board who meets the qualifications of Section 163.356(3)(b), Florida Statutes. The District County Commissioner's duties on the Agency board shall be considered additional duties of the office of County Commissioner.

(2) The term of office of an Agency Commissioner shall be four (4) years. No Agency Commissioner appointed by the City Council or the County Board shall serve more than two (2) consecutive terms, but may be considered for reappointment followed by at least one year off of the Agency board. Upon reappointment, said individual will again be subject to the two

(2) consecutive term limit. However, notwithstanding the term limit restriction set forth herein, a District County Commissioner's term serving on the Agency board shall continue and run concurrently with his or her term on the County Board without regard to the term limits imposed by this subsection. Each Agency commissioner shall serve until his or her successor has been appointed and has qualified.

(3)Three (3) Agency commissioners shall be appointed by the City Council to initially serve terms of 1,2 and 3 years respectively from the date of their initial appointments. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.

(4)Three (3) Agency commissioners shall be appointed by the City Council to initially serve four (4) year terms from the date of their initial appointment. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.

(5) One (1) Agency commissioner shall be the District County Commissioner or his or her designee appointed by the County Board. If the County Board is required to make an initial appointment, the term of the initial appointment shall be a term of four (4) years from the date of their initial appointment unless the County Board determines that the District County Commissioner shall resume serving on the Agency board.

(b) After the initial term commences upon appointment by the City Council or County Board, a vacancy occurring during a term, resulting from death, resignation or removal from office of a commissioner, shall be filled for the unexpired term. Service of an unexpired term shall not be counted towards the term limitation set forth in this Section.

(c) Except for the District County Commissioner, any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

(d) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.

(e) Annually, on or about June of each year, or as otherwise determined by the city council, the city council shall have the right to name the chairperson and vice-chairperson of the Agency board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson. Once appointed, the chairperson and vice-chairperson shall continue to serve in that capacity until their respective term is terminated or as otherwise determined by the City Council.

~~Pursuant to Resolution No. 98-19 of the city council dated March 24, 1998 and Section 163.356, Florida Statutes, the community redevelopment agency board shall consist of seven (7) commissioners. Seven (7) persons shall be appointed from time to time by the city council to serve as agency commissioners. A certificate of appointment shall be filed with the city clerk and is due and conclusive evidence of due and proper appointment of such commissioner.~~

~~(b) Except for the initial commissioners, appointees shall serve terms of four (4) years each. Each commissioner shall serve until his or her successor has been appointed and has qualified.~~

~~(c) In the event of death, resignation, or removal from office of a commissioner, any individual appointed to fill a vacancy shall fill the remainder of the term of the person whose actions created the vacancy in office.~~

~~(d) Any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.~~

~~(e) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.~~

~~(f) Annually, on or about June of each year, the city council shall name the chairperson and vice-chairperson of the board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson.~~

* * *

Sec. 8-55. – Powers of Diamond Square redevelopment agency board.

(a) The Diamond Square community redevelopment agency is vested with the following powers pursuant to Section 163.370, Florida Statutes, and Resolution 97-161, Brevard County:

(12) Subject to prior approval by the City Council and Brevard County pursuant to Section 7 of the County CRA Interlocal Agreement 2019, ~~T~~the power to borrow money and to apply for and accept advances, loans, grants, contributions and any other form of financial assistance from the federal government or the state, county, or other public body or from any sources public or private, for the purposes of Part III, Chapter 163, Florida Statutes, and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith, and to include in any contracts for financial assistance with the federal government for or with respect to community redevelopment

and related activities such conditions and powers pursuant to federal law as the city deems reasonable and appropriate which are not inconsistent with the purposes of this Part III, Chapter 163, Florida Statutes. The maturity date for any existing or future indebtedness incurred by the Agency, for which County tax increment fund payments have been pledged as a source of revenue, shall not extend beyond the Agency's termination date;

* * *

Sec. 8-57. - Duration of agency.

Pursuant to Section 163.356(2), Florida Statutes and the County CRA Interlocal Agreement 2019, the delegation of authority provided by Brevard County shall terminate on September 30, 2032. Upon such termination, the Agency, City and County shall take such actions as may be required to terminate the Agency on the termination date, which action shall include the amendment or repeal of any City or County resolutions or ordinances (1) delegating authority to the City to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund. ~~Unless extended by resolution of the board of county commissioners amending Resolution No. 97-161: 1) the delegation of authority provided for in Brevard County Resolution No. 97-161 shall terminate on August 18, 2022 (25 years after the date of delegation of authority to create the Diamond Square community redevelopment agency by virtue of Brevard County Resolution No. 97-161). Thereupon, the community redevelopment agency shall cease to exist as a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes.~~

Sec. 8-58. - Agency annual budget and audit.

(a) Consistent with Section 163.387, Florida Statutes, the community redevelopment agency shall adopt a fiscal year budget.

(b) The community redevelopment agency shall not expend in any one (1) community redevelopment agency fiscal year more than twenty-five percent (25%) of the tax increment revenues raised for that fiscal year pursuant to Section 163.387, Florida Statutes, on administrative expenses. For the purpose of this section, the term "administrative expenses" includes personnel costs (i.e.—salary and fringe benefits) of community redevelopment agency staff, office equipment and supplies, operating overhead (office space, electricity and utilities for office), postage, printing or copying charges, travel costs, seminar costs, and similar direct expenses of the community redevelopment agency. Allocations of costs in a community redevelopment agency construction or consultant contract for administrative costs of the contractor are not included within the 25 cap. Further, the agency shall not annually expend more than twenty-five percent (25%) of the County's annual tax increment fund payment on administrative expenses.

(c) The community redevelopment agency shall comply with the annual audit requirements set forth in Section 9 of the County CRA Interlocal Agreement 2019.

Sec. 8-59. - Community redevelopment plan approved.

(a) The city council finds, declares and determines that the matters set forth in the community development plan update, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ~~Hoyt.DSW~~ pursuant to Section 163.360. Florida Statutes, are true and correct, approved, and are incorporated herein by this reference.

(b) Finding of conformance with comprehensive plan. The city council hereby finds, determines and declares that the community redevelopment plan update conforms to the general comprehensive plan of the city as a whole.

(c) Finding of adequacy of recreational facilities. The city council hereby finds, determines and declares that the community redevelopment plan update gives due consideration to the provision of adequate park and recreational areas and facilities that be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan.

(d) Finding of relocation. The city council finds that a feasible method exists for the relocation of families who will be displaced from the community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families.

(e) Finding of maximum opportunity. The city council hereby finds that the community redevelopment plan update will afford maximum opportunity, consistent with the sound needs of the city as a whole, for the rehabilitation or redevelopment of the entire community redevelopment area by private enterprise.

(f) The city council does hereby adopt the community redevelopment plan update as the community redevelopment plan for the Diamond Square redevelopment area and authorizes and directs the community redevelopment agency to proceed with the implementation of the plan update.

Sec. 8-60. - Redevelopment trust fund created.

(a) There is hereby established and created, in accordance with the provisions of the Act, a community redevelopment trust fund (the "fund") for the community redevelopment area, which fund shall be utilized and expended for the purposes of and in accordance with the plan,

including any amendments or modifications thereto approved by the city council including any "community redevelopment", as that term is defined in Section 163.340(9), Florida Statutes, under the plan.

(b) The monies to be allocated to and deposited into the Fund shall be used to finance "community redevelopment" within the community redevelopment area according to tax increment revenues attributed to the community redevelopment area, which shall be appropriated by the agency. The agency shall utilize the funds and revenues paid into and earned by the fund for community redevelopment purposes as provided in the plan and as permitted by law. The fund shall exist for the duration of the "community redevelopment" undertaken by the agency pursuant to the plan to the extent permitted by the Act. [Monies shall be held in the fund by the city for and on behalf of the agency, and disbursed from the fund as provided by the agency.]

(c) There shall be paid into the fund each year by each of the "taxing authorities," as that term is defined in Section 163.340(2), Florida Statutes, levying ad valorem taxes within the community redevelopment area, a sum equal to ninety-five percent (95%) of the incremental increase in ad valorem taxes levied each year by that taxing authority, as calculated in accordance with section 8-60(5) hereof and the Act, based on the base tax year established in section 8-60(4) hereof (such annual sum being hereinafter referred to as the "tax increment").

(d) The most recent assessment roll used in connection with the taxation of property prior to the effective date of the ordinance from which this section derives shall be the preliminary assessment roll of taxable real property in Brevard County, prepared by the property appraiser of Brevard County, and filed with the department of revenue pursuant to Section 193.1142, Florida Statutes (1997), reflecting valuation of real property for purposes of ad valorem taxation as of January 1, 1998 (the "base year value"), and all deposits into the fund shall be in the amount of tax increment calculated as provided in section 8-60(5) hereof based upon increases in valuation of taxable real property from the base year value.

(e) The tax increment shall be determined and appropriated annually by each taxing authority, and shall be an amount equal to ninety-five percent (95%) of the difference between:

(1) That amount of ad valorem taxes levied each year by all taxing authorities on taxable real property located within the geographic boundaries of the community redevelopment area; and

(2) That amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the assessment roll used in connection with the taxation of such property by all taxing authorities, prior to the effective date of the ordinance from which this section derives.

(f) All taxing authorities shall annually appropriate to and cause to be deposited in the fund the tax increment determined pursuant to the Act and section 8-60(5) hereof at the beginning of each fiscal year thereof as provided in the Act. The obligation of each taxing authority to annually appropriate the tax increment for deposit in the fund shall commence immediately upon the effective date of the ordinance from which this section derives and continue to the extent permitted by the Act so long as any indebtedness pledging "increment revenue" have been paid.

(g) The funds shall be established and maintained as a separate trust fund by the agency so that the fund may be promptly and effectively administered and utilized by the agency expeditiously and without undue delay for its statutory purpose pursuant to the plan.

(h) The governing body of the agency shall be the trustees of the fund and shall be responsible for the receipt, custody, disbursement, accountability, management, investments and proper application of all monies paid into the fund.

(i) Notwithstanding the aforesaid, and pursuant to the County CRA Interlocal Agreement 2019, the County will continue its annual tax increment contribution to the Agency trust fund in every fiscal year through the Agency's termination date, however, said annual County contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the Agency exists. In the event the County's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the County from contributing, in its sole discretion, the Extra TIF to fund any portion of an Agency redevelopment project described in the redevelopment plan update. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Commissioners.

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

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

Section 5. Update the City's Financial Operations Manual. This Ordinance shall be incorporated into the City of Cocoa Financial Operations Manuel by the Finance Director.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

WORKSHEET

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RECONSTITUTED AGENCY BOARD OF COMMISSIONERS

PER 2019 INTERLOCAL AGREEMENT

SEAT	APPOINTEE	APPOINTMENT DATE	INITIAL TERM OF OFFICE
1	_____	_____	1 YEAR
2	_____	_____	2 YEARS
3	_____	_____	3 YEARS
4	_____	_____	4 YEARS
5	_____	_____	4 YEARS
6	_____	_____	4 YEARS
7	District County Commissioner Or Designee appointed by County Commission _____	_____	Coincides with Dist. Comm. Term or 4 YEARS for Designee

The term for each seat commences upon initial appointment. Thereafter, upon expiration of the initial term, the term shall be four years for each seat. No person may serve more than two consecutive terms but may be considered for reappointment followed by at least one year off of the Agency board.

Legislation Details (With Text)

File #:	20-11	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	12/23/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve and execute Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT. Approve a Budget Resolution Amending the FY2020 Budget, accepting the additional Revenue outlined within the agreement, for the second two quarterly payments. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOA ASE66 CITY OF COCOA CONTRACT 12232019.pdf Exhibit A - Resolution 2020-___.pdf Budget Resolution FY 2020.pdf BAF 20-024-A -FN-FDOT 520 Mowing Agreement Ad Rev (1-8-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 24, 2019
Agenda Date: January 8, 2020
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve and execute Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT. Approve a Budget Resolution Amending the FY2020 Budget, accepting the additional Revenue outlined within the agreement, for the second two quarterly payments.

BACKGROUND:

Highway Maintenance Memorandum of Agreement (AR492) between the City of Cocoa and the Florida Department of Transportation (FDOT) is set to expire March 31, 2020. The replacement agreement, ASE66, has been submitted for the City's approval. This agreement shall be for a period of three years from the effective date on the Notice to Proceed, and may be renewed for a period that may not exceed one three-year term.

As part of this agreement, the City of Cocoa's maintenance responsibilities includes mowing,

trimming, and litter removal along portions of State Road (SR) 501, SR 529, SR 5, SR 524, and SR 520, as described in Exhibit B of the attached Agreement.

Following a Notice to Proceed, FDOT agrees to pay the City of Cocoa compensation for the cost of maintenance as described in the attached Agreement. The payment amount will be $17,782.50 per quarter or $71,130.00 per year. The current FY2020 Budget has revenues of $52,336, which was in the previous agreement at $13,084 a quarter, therefore a budget amendment accepting the additional $9,397 in revenue outlined in the new agreement is attached, for the second two quarterly payments in FY2020.

The roadways included in the Agreement are as follows:

Section	SR	Location	Length
70011	501	From Dixon Blvd. (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455
70070	524	From SR 520 (M.P. 0.000) (West of I-95) to the southernmost ramps from SR 528 onto Industry Td. (M.P. 4.749)	4.749
70070002	524	From EB off-ramp from SR 528 onto Industry Toad (M.P. 0.000) to northernmost WB on-ramp to SR 528 (M.P. 0.381) towards Orlando	0.381
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527
70100001	520	Westbound from West end of the Hubert Humphrey Bridge to King Street	0.566

STRATEGIC PLAN CONNECTION:

This agreement allows the City of Cocoa to provide a higher level of service towards landscaping and associated maintenance along high visibility corridors in the City. This helps to improve the City of Cocoa’s image and brand.

BUDGETARY IMPACT:

Revenue from FDOT will be realized to partially offset the City’s cost of increased maintenance. The below Budget Amendment is to accept the additional revenue outlined within the new agreement.

Budget Amendment # 20-024

Revenue
Account Number 001-0000-343.90-03
Account Name FDOT Median Maintenance
Revenue $9,397

Expense
Account Number 001-3520-572.34-09
Account Name Mowing Contracts
Revenue $9,397

Two quarterly payments under the previous agreement from FDOT, for Median Maintenance for State roads: $13,084 X 2 and two quarterly payments under the new agreement $17,782.50 X 2 for the total revenue of $61,733 for FY2020. FY 2021 and FY 2022 will be all at the new rate of $17,782.50 X 4 quarters, for a total of $71,130 in revenue.

PREVIOUS ACTION:

Prior agreement AR492 was approved by Council at the January 28, 2014 meeting as Item VIII.2.

RECOMMENDED MOTION:

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

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: ASE66

FINANCIAL PROJECT NO.:244348-1-78-03

This AGREEMENT, entered this _____ day of _____, 201____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Cocoa, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 201____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

    a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $17,782.50 per quarter, equating to $71,130.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management System (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Kelly Moss. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contract Coordinator I
Name: Kelly Moss
Address: 555 Camp Road Cocoa, FL 32927
Telephone: 321-634-6117
Email: Kelly.Moss@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: Director of Public Works
Name: Bryant Smith, P.E.
Address: 155 Wilson Ave Cocoa, FL 32922
Telephone: 321-433-8780
Email: bsmith@cocoafl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
70011	501	From Dixon Blvd (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455
70070	524	From SR 520 (M.P. 0.000) (West of I-95) to the southern most ramps from SR 528 onto Industry Rd. (M.P. 4.749)	4.749
70070002	524	From EB off ramp from SR 528 onto Industry Road (M.P. 0.000) to the northern most WB on ramp to SR 528 (M.P. 0.381) towards Orlando	0.381
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566

EXHIBIT C

MAINTENANCE ACTIVITIES:
(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		

RESOLUTION NO. 2020-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa takes pride in attractively maintaining its public roadways, roadsides, and medians; and

WHEREAS, the State of Florida will agree to provide monetary compensation to the City of Cocoa if Cocoa will supplement its personnel and equipment resources for the purpose of maintaining state roadways, roadside areas, and medians within the city limits of the City of Cocoa as defined by the Highway Maintenance Memorandum of Agreement.

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

SECTION 1. The Mayor of the City of Cocoa is hereby authorized to enter into a Highway Maintenance Memorandum of Agreement, and mutually agreed upon renewals, with the Florida Department of Transportation.

SECTION 2. A copy of this Resolution shall be attached to the Highway Maintenance Memorandum of Agreement as Exhibit "A".

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, clause, sentence, or phrase or portion thereof shall, for any reason be held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this resolution.

SECTION 5. 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 8th day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 8th day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-024

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/30/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,397	001-0000-343.90-01		FDOT Median Maint	$ 52,336	$ 52,336	$ 61,733	$ 61,733
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 9,397	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,397	001-3520-572.34-09		Mowing Contract	$ 135,000	$ 135,000	$ 144,397	$ 30,174
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 9,397	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Amendment is to increase the revenue the City is to collect from FDOT, with the new, three year median maintenance agreement. They are quarterly, therefore for FY 2020 only two of the four payments will be at the higher rate. The $9,397 is the increase for those two payments. Agenda 20-011

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 01/08/20 RESOLUTION #: 2020-003

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

12/31/19	Bryant Smith Digitally signed by Bryant Smith Date: 2019.12.31 10:14:44 -05'00'	12/31/19	Lora Howell Digitally signed by Lora Howell Date: 2019.12.31 09:23:08 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/31/19	Bryant Smith Digitally signed by Bryant Smith Date: 2019.12.31 10:30:40 -05'00'	12/31/19	Lora Howell Digitally signed by Lora Howell Date: 2019.12.31 09:23:40 -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 #:	20-29	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	12/31/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Approve a National Emergency Dislocated Worker Worksite multi-year Agreement with CareerSource Brevard. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NEG Worksite Employer Agreement City of Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2019
Agenda Date: January 8, 2020
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, ICMA-CM
Requested Action:
Approve a National Emergency Dislocated Worker Worksite multi-year Agreement with CareerSource Brevard.

BACKGROUND:

City staff recently met with representatives from CareerSource Brevard to discuss a program for which the City is eligible. CareerSource Brevard has received federal funding from the Department of Labor through the end of the fiscal year (September 30th 2020) to provide employment to those who are unemployed and hopefully transition them to full-time employment. While the current funding is for this year, future funding will be allocated based on natural disaster occurrence and excess fund availability. The current grant funds are what remains of funding allocated for disaster response that has went unspent elsewhere. Should the Agreement be approved, the City will be eligible to submit on a project basis for assistance related to damage as a result of recent natural disasters. Once the City's scope of work is approved, CareerSource Brevard will assign laborers and facilitate the rental of equipment to complete the work. A number of Brevard County local governments already participate and have benefitted from the assistance provided through the Agreement. The proposed Agreement expires on December 31st 2027.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability: Participation in the program will allow the City to realize financial savings from

impacts of previous and future natural disasters.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a National Emergency Dislocated Worker Worksite multi-year Agreement with CareerSource Brevard.

NATIONAL EMERGENCY DISLOCATED WORKER WORKSITE AGREEMENT

between

BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource Brevard

and

City of Cocoa
(Worksite Partner)

This Agreement is entered between the Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard hereinafter referred to as CSB or CareerSource Brevard and

City of Cocoa
(Worksite Partner)
hereinafter referred to as Worksite Partner for the purpose of providing disaster recovery and clean-up efforts.

I. AUTHORITY

This Agreement is executed pursuant to The Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)

II. TERM

The parties agree and understand that each of them may execute this Agreement on different dates, but acknowledge that the effective date, when fully executed by both parties, shall be

_February 1, 2020___ and terminate no later than__December 31, _2027_____.
Date Date

III. WORK DESCRIPTION

A. CSB: CSB will serve as the Administrative Entity to provide the overall guidance for this project. CSB, through its flagship product, CareerSource Brevard Career Center(s) (CSBCC) will conduct the programmatic requirements of the project and will recruit and determine and document program eligibility, and match participants to employment opportunities. *Only participants determined eligible and referred by CSBCC to the Employer of Record can be considered for hire under this project.* To ensure program compliance, a CSBCC work site monitor will provide oversight of the Employee and Worksite Partner at regular intervals.

B. EMPLOYEE: CSBCC referred participant temporarily employed by the Employer of Record for disaster recovery and clean-up efforts and assigned to the Worksite Partner. A participant served under this Agreement will be referred to as an “Employee.” A Job

Description will be written and maintained at the worksite by the Worksite Partner for each Employee served under this Agreement.

C. EMPLOYER OF RECORD (i.e. Staffing Agency): The staffing agency, under a separate agreement with CSB, as Employer of Record will employ and place the CSBCC referred participant with the Worksite Partner. The Employer of Record is responsible for handling payroll, benefits, Worker Compensation and Unemployment Compensation for Employees as well as dealing with Employee personnel matters concerning their performance while on assignment to the Worksite Partner. The Employer of Record will provide drug testing/and background checks for Employees if it is required as a condition of employment for other Worksite Partner Employees performing the same or similar duties.

D. WORKSITE PARTNER: Entity responsible for direction and supervision of the Employee(s) at the disaster recovery or clean-up site. (Point of Contact will be indicated on each job description.)The parties agree that the Worksite Partner shall direct and supervise the Employee(s) and shall ensure all work is directly related to the recovery from an applicable disaster.

E. JOB DESCRIPTION: The work undertaken in this Agreement is disaster recovery related and more specifically defined in the job description(s) and is subject to review by CSB and the Employer of Record. Job Descriptions shall by reference be made a part of this Agreement.

F. MAXIMUM EMPLOYMENT: Unless otherwise notified in writing by CSB, the maximum employment for any one Employee under this Agreement cannot exceed 12 months, or 2080 hours, whichever comes first. The Worksite Partner agrees to provide immediate response to CSB notices of Employee reaching the maximum allowable employment limits and to release Employee from the worksite in a timely manner in accordance with the notice. Failure of the Worksite Partner to respond as stated herein may result in the Worksite Partner being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in this clause.

IV. WORKSITE EMPLOYER REQUIREMENTS

A. The Worksite Partner will not start the Employee at work until they have been assigned by the Employer of Record.

B. EQUAL OPPORTUNITY: The Worksite Partner will not discriminate against any Employer of Record Employee because of race, color, religion, sex, age, handicap, marital status, military veteran status, or national origin.

C. POLICY AND PROCEDURES: The Worksite Partner will provide a copy of its policy and/or procedures to the Employee covering any specific rules or regulations by which the Employee is expected to abide within 5 days after Employee begins work at the site.

D. **DRUG FREE WORKPLACE**: The Worksite Partner agrees to administer in good faith a policy designed to ensure that the Worksite Partner is free from the illegal use, possession, or distribution of drugs or alcohol.

E. **TIME KEEPING**: The Worksite Partner shall provide the appropriate documentation (electronic signed/approved timesheets) to the Employer of Record each Friday to ensure the Employee(s) is paid on a timely basis.

1. All hours must be rounded to the nearest quarter hour on a daily basis. Worksite supervisor or alternate supervisor shall sign/approve time and attendance records on a weekly basis, verifying the accuracy of time worked.

2. Worksite Partner agrees to accept direct financial responsibility for overpayment of Employee resulting from negligence and/or misrepresentation of actual time worked.

F. **HOLIDAYS:** There are no provisions for the Employee to be paid for legal holidays. All legal holidays that fall within the program period should be recognized as days off without pay.

G. **INCLEMENT WEATHER** (if applicable to job responsibilities): In the event of inclement weather, it is the obligation of the worksite supervisor to assign secondary job duties as listed on the Employee job description.

H. The Worksite Partner also agrees to operate the worksite in accordance with the provisions, conditions and specifications as follows:

1. To ensure that Employee(s) assigned to this worksite will only perform tasks that are a result of the disaster or are necessary because of the destruction in this declared area.

2. To provide sufficient disaster related work to fully occupy the assigned Employees' working hours.

3. To provide adequate supervision at the disaster recovery site(s) of the assigned Employees.

4. To provide CSB a monthly detailed scope of work report to include all disaster related project timelines and man-hours for each worksite.

5. To maintain a copy of this agreement along with copies of all employee timesheets, if not electronically transmitted through the Employer of Record Timesheet Portal, and job descriptions for a period of no less than five years at the worksite.

6. To electronically transmit or fax the worksite timesheets (Time & Attendance) to the Employer of Record each Friday by 4:00 PM. and mail the original timesheets, if not electronically transmitted through the Employer of Record Timesheet Portal, to CSB on the next business day.

7. To inform the Employer of Record and CSB of any Employee(s) who terminate from or fail to show up for work within 24 hours of termination or failure to show up.

8. To adhere to applicable wage and hour regulations including but not limited to: Fair Labor Standards Act of 1938 (et seq.), Occupational Safety and Health Act of 1970 (et seq.), Copeland "Anti kickback" Act, Davis-Bacon Act (et seq.), Contract Work Hours and Safety Standards Act.

9. To ensure safe and sanitary working conditions.

10. To file injury reports when applicable and immediately advise the Employer of Record.

11. To ensure the Employer of Record and CSB is notified as soon as all tasks, which are necessary as a direct result of the destruction, have been completed.

12. To ensure compliance with governing State and Federal laws and policy.

13. To ensure that no assigned temporary Employee will be involved in any sectarian or political activities.

14. To maintain the confidentiality of any and all information regarding Employee or their immediate families that by law are not subject to public disclosure under Article1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.

V. TERMINATION

A. This Agreement may be terminated at will and without cause by either party with no less than ten (10) days written notice to the other party. In this case, the Worksite Partner will continue to provide contracted services during the notification period and CSB through the Employer of Record will pay for the services provided up to the effective date of termination.

B. This Agreement may be terminated immediately by either party with written notice to the other party for breach of any term or condition contained within this Agreement. This written notice shall either be delivered in person or be sent via USPS certified mail, return receipt requested.

C. This Agreement may be terminated by CSB with a 24-hour notice to the Worksite Partner in the event that funds for this Agreement cease to be available to CSB. CSB shall be the final determiner of the availability of such funds.

D. The Worksite Partner shall notify the Employer of Record and CSB of any changes to the required hours and work necessary to be performed by the assigned Employee(s) in order to effectuate any terminations due to lack of work.

VI. NOTICES

The aforesaid termination notice, as well as all other notices required herein, shall be considered *received* when delivered to:

Worksite Partner: City of Cocoa

John Titkanich
City Manager
65 Stone Street
321-433-8686
jtitkanich@cocoafl.org

CSB: Don Lusk
Vice President of Operations
297 Barnes Blvd.
Rockledge, Florida 32955
(321) 394-0506
Email: dlusk@careersourcebrevard.com

VII. COMMUNICATION and PROGRAM MANAGEMENT

The following individual shall serve as the CSB primary point of contact for the parties regarding this contract. The purpose of this individual is to provide contract performance oversight and technical direction. Technical direction means a directive that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work, documentation, or deliverables required under this contract.

James A. Watson, Program Project Manager
297 Barnes Blvd.
Rockledge, Florida 32955
Office Phone: 321-394-0666
Mobile Phone: 321-504-2065
Fax: 321-504-2065
jwatson@careersourcebrevard.com

VIII. MISCELLANEOUS PROVISIONS

A. CHANGES

(1) Modification or amendment of the Terms of this Agreement shall be in writing, executed by both parties to this Agreement.

(2) Unilateral modifications may be made by the Contracts Officer or designee to make administrative changes, and/or issue change orders,

(3) Requests for interpretations of the Agreement provisions shall be directed to the CSB Contracts Officer or designee, and must be in writing. No interpretations shall be official or binding upon the Worksite Partner unless it is received in written form from the Contracts Officer or designee.

B. DISPUTES

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Brevard County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

C. INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, each party agrees to indemnify and hold harmless the other party on account of the negligence or wrongdoing of the indemnifying party and all from resulting liabilities, claims, penalties, forfeitures, suits, and any associated costs and expenses of the indemnifying party. This indemnity agreement shall include costs and reasonable attorney's fees necessitated and arising out of the negligence or wrongdoing of the indemnifying party.

Any Contractor that is a state agency or subdivision as defined in Section 768.28 Florida Statutes shall be entitled to claim the protection of the Sovereign Immunity Statute, if applicable. Nothing within this Contract will be construed as consent by the State or any of its agencies or subdivisions to be sued by third parties in any matter arising out of any contract.

D. DEBARMENT AND SUSPENSION

The Worksite Partner certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

E. RELATIONSHIP OF PARTIES

The Worksite Partner does not become the agent of CSB for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the Employee(s), the Worksite Partner understands that this does not make any Employee an Employee or agent of the Worksite Partner or CSB.

F. ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE

The Worksite Partner hereby acknowledges and certifies that assigned Employee(s) served under this Agreement are not, and cannot be, presently employed by the Worksite Employer or presently on a layoff status subject to recall by the Worksite Partner or other similar status with the Worksite Partner.

G. SUBJECT TO FUNDING/BUDGET

It is expressly understood by and between the parties hereto that CSB is serving solely as distributor of funds provided under a US Department of Labor National Emergency Grant (NEG), and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of NEG funds. CSB reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue Agreement levels.

H. RIGHT TO AUDIT RECORDS

In the performance of this Agreement, the Worksite Partner shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CSB, and/or designated representatives of Federal and State agencies and shall be retained by the Worksite Partner for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

I. GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida. Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

J. COMPLIANCE WITH STATUTES

It shall be each party's responsibility to be aware of and comply with all federal, state and local laws.

K. ASSIGNMENTS

Worksite Partner shall not assign any portion of this Agreement without the express written consent of CSB.

IX. ASSURANCES AND CERTIFICATIONS

In entering into this Agreement, the Worksite Partner hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

A. **RELOCATION:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Partner's business.

B. **MAINTENANCE OF EFFORT:** The Worksite Partner assures that it will grant access to worksite monitors and accepts that this Agreement only provides for employment opportunities that are necessary for disaster recovery and identified in the bi-monthly scope of work report to CSB.

C. **ATTESTATION REGARDING DISPLACEMENT OF CURRENT EMPLOYEES:**
The Worksite Partner assures:

1. No currently employed worker shall be displaced by any assigned Employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits.

2. No assigned Employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job or (b) when the Worksite Partner has terminated the employment of any regular Employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an assigned Employee.

3. No assigned Employee can be presently on a layoff status subject to recall by the Worksite Partner or other similar status with the Worksite Partner.

D. **SECTARIAN ACTIVITIES:** The Worksite Partner assures that assigned Employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

E. **COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Partner assures that this Agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite Partner and other parties, nor will this Agreement assist, promote, or deter union organization.

F. **LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Partner assures that this Agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

G. **CLAIMS AND GRIEVANCES:** The Worksite Partner will immediately advise CSB in writing of any actions, suits, claims or grievances filed against the Worksite Partner, CSB, the State of Florida, Federal officials or participating Employees that in any way relates to this Agreement.

H. **HEALTH AND SAFETY STANDARDS:** The Worksite Partner will provide Employer of Record employees the same working conditions, health and safety standards otherwise applicable to working conditions of disaster accorded to other employees presently in the Worksite Partner's workforce. The Worksite Partner assures that appropriate standards for health and safety will be maintained, including adherence to both Federal and State Child Labor Laws.

In witness thereof, the parties hereto agree to the terms and conditions stated above and have caused this Agreement to be executed by their undersigned officials as duly authorized to bind their party into a contractual agreement

For Worksite Partner:

_____

John Titkanich, City Manager Date

Brevard Workforce Development Board, Inc d/b/a

CareerSource Brevard:

_____

Don Lusk Date
Vice President of Operations

Legislation Details (With Text)

File #:	19-656	**Version:**	1	**Name:**	November, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/11/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 11/30/2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.19 thru 11.30.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 11, 2019
Agenda Date:	January 8, 2020
Prepared By:	Diane Kozlak, Senior Buyer
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 11/30/2019**.**

BACKGROUND:

The following reports for the period October 01, 2019 through November 30, 2019 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 10-01-19 thru 11-30-19

$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 10-01-19 thru 11-30-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)

9 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-19 thru 11-30-19 $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 12/10/2019

Purchase Order Approvals 10-01-19 thru 11-30-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council

9 **Purchase Order Approved by City Council**

Prepared by Purchasing 12/10/2019

Legislation Details (With Text)

File #:	20-25	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/8/2020			**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 November 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2019
Agenda Date: January 8, 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 2019 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This November 2019 (FY20) report is unaudited and preliminary.

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 four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B 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 2020 Budget by Classification Report - Summary Listing

11/30/2019

Target for November 2019 is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 699,954	$ 8,984,971	7%
OTHER PERMITS AND FEES	$ 4,566,282		$ 289,665	$ 4,276,617	6%
INTERGOVERNMENTAL	$ 2,252,924		$ 435,424	$ 1,817,500	19%
CHARGES FOR SERVICES	$ 12,080,557		$ 1,949,960	$ 10,130,597	16%
FINES AND FORFEITURES	$ 20,930		$ 1,389	$ 19,541	7%
MISCELLANEOUS	$ 1,169,588		$ 270,165	$ 899,423	23%
OTHER SOURCES (NON-REVENUE)	$ 10,632,362		$ 1,393,162	$ 9,239,200	13%
REVENUE TOTALS	**$ 40,407,568**		**$ 5,039,720**	**$ 35,367,848**	**12%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,958,697	$ -	$ 3,352,543	$ 21,606,154	13%
OPERATING EXPENDITURES	$ 11,705,662	$ 3,679,421	$ 1,181,389	$ 6,844,852	42%
CAPITAL OUTLAY	$ 779,169	$ 389,787	$ 38,643	$ 350,739	55%
GRANTS, AIDS AND OTHER	$ 2,964,040	$ -	$ 140,521	$ 2,823,519	5%
EXPENSE TOTALS	**$ 40,407,568**	**$ 4,069,208**	**$ 4,713,096**	**$ 31,625,264**	**22%**
REVENUE TOTALS	**$ 40,407,568**	**$ -**	**$ 5,039,720**	**$ 35,367,848**	**12%**
EXPENSE TOTALS	**$ 40,407,568**	**$ 4,069,208**	**$ 4,713,096**	**$ 31,625,264**	**22%**
	$ -	**$ (4,069,208)**	**$ 326,624**	**$ 3,742,584**	

*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	518,004	64,326.41	12	1,036,008	64,326.41	6	6,216,058	6,151,731.59
20	00	DELINQUENT TAXES	1,249	148.31	12	2,498	148.31	6	14,999	14,850.69
25	00	PENALTIES RE: TAXES	416	733.78	176	832	733.78	88	5,000	4,266.22
30	00	TAX CERTIFICATES	16,666	.00		33,332	.00		200,000	200,000.00
311	**	AD VALOREM	536,335	65,208.50	12	1,072,670	65,208.50	6	6,436,057	6,370,848.50
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,916	.00		93,832	41,081.67	44	563,001	521,919.33
312	**	SALES USE AND FUEL TAXES	46,916	.00		93,832	41,081.67	44	563,001	521,919.33
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	162,902.27	130	250,000	322,535.92	129	1,500,000	1,177,464.08
30	00	WATER-COCOA	29,972	28,262.83	94	59,944	60,029.41	100	359,667	299,637.59
40	00	GAS	1,433	.00		2,866	.00		17,200	17,200.00
80	00	PROPANE	1,666	1,021.57	61	3,332	1,021.57	31	20,000	18,978.43
314	**	UTILITY SERVICE TAX	158,071	192,186.67	122	316,142	383,586.90	121	1,896,867	1,513,280.10
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	52,000	48,439.68	93	104,000	98,974.48	95	624,000	525,025.52
315	**	COMMUNICATION SERVICE TAX	52,000	48,439.68	93	104,000	98,974.48	95	624,000	525,025.52
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	13,750	7,384.81	54	27,500	111,102.52	404	165,000	53,897.48
316	**	LOCAL BUSINESS TAX	13,750	7,384.81	54	27,500	111,102.52	404	165,000	53,897.48
310	***	TAXES	807,072	313,219.66	39	1,614,144	699,954.07	43	9,684,925	8,984,970.93
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	19,833	30,222.00	152	39,666	93,314.25	235	238,000	144,685.75
10	00	TRAINING SURCHARGE	66	.00		132	443.38	336	800	356.62
322	**	BUILDING PERMITS	19,899	30,222.00	152	39,798	93,757.63	236	238,800	145,042.37
323		FRANCHISE FEES								
10	00	ELECTRICITY	109,955	.00		219,910	126,336.73	57	1,319,469	1,193,132.27
40	00	GAS	2,900	.00		5,800	.00		34,800	34,800.00
70	00	SOLID WASTE	15,641	16,810.00	108	31,282	32,858.54	105	187,703	154,844.46
323	**	FRANCHISE FEES	128,496	16,810.00	13	256,992	159,195.27	62	1,541,972	1,382,776.73
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	0	203.25-		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 *	SERVICE	0	203.25-		0	.00		0	.00
22 01	CHARGES FOR PUBLIC SVCS	218,333	31,041.29	14	436,666	31,041.29	7	2,620,000	2,588,958.71
22 02	DELINQUENT TAX	166	9.64	6	332	9.64	3	2,000	1,990.36
22 03	PENALTIES	166	96.15	58	332	96.15	29	2,000	1,903.85
22 04	TAX CERTIFICATES	12,500	.00		25,000	.00		150,000	150,000.00
22 *	FIRE PROTECTION	231,165	31,147.08	14	462,330	31,147.08	7	2,774,000	2,742,852.92
325 **	SPECIAL ASSESSMENT	231,165	30,943.83	13	462,330	31,147.08	7	2,774,000	2,742,852.92
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	3,990.00	479	1,666	4,465.00	268	10,000	5,535.00
35 00	FIRE INSPECTIONS	125	850.00	680	250	1,100.00	440	1,510	410.00
329 **	OTHER PERMITS & FEES	958	4,840.00	505	1,916	5,565.00	290	11,510	5,945.00
320 ***	OTHER PERMITS & FEES	380,518	82,815.83	22	761,036	289,664.98	38	4,566,282	4,276,617.02
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	13,000	26,000.00	200	26,000	26,000.00	100	156,000	130,000.00
20 05	DEPT OF JUSTICE GRANTS	1,847	24,879.00	1347	3,694	24,879.00	674	22,166	2,713.00-
20 12	BULLET PROOF GRANT	876	.00		1,752	.00		10,507	10,507.00
20 15	VICTIMS OF CRIME ACT GRNT	10,574	7,074.76-	67	21,148	.00		126,896	126,896.00
20 16	INTERNET CRIMES GRANT	833	.00		1,666	.00		10,000	10,000.00
20 *	PUBLIC SAFETY	27,130	43,804.24	162	54,260	50,879.00	94	325,569	274,690.00
50 01	FEMA DISASTER RELIEF	0	.00		0	73,972.58		0	73,972.58-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	73,972.58		0	73,972.58-
331 **	FEDERAL GRANTS	27,130	43,804.24	162	54,260	124,851.58	230	325,569	200,717.42
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		7,500	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		7,500	.00		45,000	45,000.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	4,109.59		0	4,109.59-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	4,109.59		0	4,109.59-

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
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	4,109.59		0	4,109.59-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	43,703	46,054.96	105	87,406	92,109.92	105	524,436	432,326.08
12	20	8TH CNT MUNICIPAL GAS TAX	13,605	13,486.03	99	27,210	26,972.06	99	163,268	136,295.94
12	*	STATE REVENUE SHARING	57,308	59,540.99	104	114,616	119,081.98	104	687,704	568,622.02
14	00	MOBILE HOME LICENSES	1,833	4,065.34	222	3,666	4,718.96	129	22,000	17,281.04
15	00	ALCOHOLIC BEVERAGE	1,809	.00		3,618	1,922.80	53	21,717	19,794.20
18	00	LOCAL GOVERNMENT 1/2 CENT	92,494	85,853.81	93	184,988	180,739.43	98	1,109,934	929,194.57
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		2,666	.00		16,000	16,000.00
41	00	FUEL TAX REFUNDS	2,083	.00		4,166	.00		25,000	25,000.00
335	**	STATE SHARED REVENUES	156,860	149,460.14	95	313,720	306,463.17	98	1,882,355	1,575,891.83
330	***	INTERGOVERNMENTAL REVENUE	187,740	193,264.38	103	375,480	435,424.34	116	2,252,924	1,817,499.66
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	528,666	528,667.00	100	1,057,332	1,057,334.00	100	6,343,999	5,286,665.00
31	00	ADMIN FEES STORMWATER	14,350	14,350.00	100	28,700	28,700.00	100	172,205	143,505.00
40	00	CERTIFY/COPY/SEARCH	8,000	12,411.48	155	16,000	12,510.73	78	96,000	83,489.27
90	12	PASSPORT EXECUTION FEES	341	105.00	31	682	350.00	51	4,100	3,750.00
341	**	GENERAL GOVERNMENT	551,357	555,533.48	101	1,102,714	1,098,894.73	100	6,616,304	5,517,409.27
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	105.00	4	5,000	105.00	2	30,000	29,895.00
90	00	OTHER PUBLIC SAFETY	0	500.00		0	500.00		0	500.00-
90	01	FALSE ALARM FEES	925	1,690.00	183	1,850	1,690.00	91	11,100	9,410.00
90	*	OTHER PUBLIC SAFETY	925	2,190.00	237	1,850	2,190.00	118	11,100	8,910.00
342	**	PUBLIC SAFETY	3,425	2,295.00	67	6,850	2,295.00	34	41,100	38,805.00
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,792	40,684.40	114	71,584	40,684.40	57	429,507	388,822.60
37	11	ROCKLEDGE	22,610	24,110.43	107	45,220	47,771.07	106	271,325	223,553.93
37	12	SUN LAKE	298	318.06	107	596	633.90	106	3,578	2,944.10
37	13	CLNY PK-M.I.UTIL CO.	160	159.60	100	320	319.76	100	1,929	1,609.24
37	16	COCOA BEACH	9,337	9,711.24	104	18,674	18,899.88	101	112,044	93,144.12
37	17	CAPE CANAVERAL	7,707	8,034.08	104	15,414	15,578.40	101	92,491	76,912.60
37	18	TITUSVILLE	336	360.08	107	672	707.28	105	4,032	3,324.72
37	*	WATER BILLING SERVICES	76,240	83,377.89	109	152,480	124,594.69	82	914,906	790,311.31

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
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 01	SERVICE CHARGES	30,827	41,251.43	134	61,654	76,562.65	124	369,924	293,361.35
39 03	ADMIN CHARGES	31,675	35,500.00	112	63,350	67,515.00	107	380,100	312,585.00
39 04	PENALTIES	70,572	57,362.91	81	141,144	134,520.06	95	846,873	712,352.94
39 05	NSF CHECKS	2,714	3,152.69	116	5,428	6,658.87	123	32,575	25,916.13
39 *	WATER OTHER INCOME	135,788	137,267.03	101	271,576	285,256.58	105	1,629,472	1,344,215.42
41 10	SOLID WASTE	164,908	166,046.64	101	329,816	323,810.10	98	1,978,903	1,655,092.90
41 20	RECYCLING REVENUE	18,065	18,423.01	102	36,130	36,548.27	101	216,789	180,240.73
41 30	GREEN WASTE	15,449	15,887.15	103	30,898	31,350.55	102	185,394	154,043.45
41 *	GARBAGE COLLECTION	198,422	200,356.80	101	396,844	391,708.92	99	2,381,086	1,989,377.08
45 10	BILLING FEE - WASTE MGMT	8,240	8,693.72	106	16,480	8,693.72	53	98,882	90,188.28
45 20	SALE-RECYCLEABLE MTRL	41	.00		82	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	8,693.72	105	16,562	8,693.72	53	99,382	90,688.28
90 01	FDOT MEDIAN MAINT	4,361	.00		8,722	.00		52,336	52,336.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	18,003	.00		36,006	.00		216,046	216,046.00
90 *	OTHER PHYSICAL ENVIRON	22,364	.00		44,728	.00		268,382	268,382.00
343 **	PHYSICAL ENVIRONMENT	441,095	429,695.44	97	882,190	810,253.91	92	5,293,228	4,482,974.09
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	894.56	27	6,666	10,178.23	153	40,000	29,821.77
39 11	TENANT MAINTENANCE FEES	100	.00		200	95.96	48	1,200	1,104.04
39 20	COCOA CIVIC CENTER	3,333	2,590.35	78	6,666	12,005.33	180	40,000	27,994.67
39 30	RIVERFRONT PARK	1,666	7,410.01	445	3,332	10,177.86	306	20,000	9,822.14
39 *	OTHER CULTURAL SERVICES	8,432	10,894.92	129	16,864	32,457.38	193	101,200	68,742.62
40 01	COCOA VILLAGE 10% GROSS	0	50.00		0	200.00		0	200.00-
40 05	SPECIAL EVENT PERMITS	1,250	1,000.00	80	2,500	2,500.00	100	15,000	12,500.00
40 *	SPECIAL EVENTS	1,250	1,050.00	84	2,500	2,700.00	108	15,000	12,300.00
50 10	EVENT FEES	605	745.08	123	1,210	2,359.42	195	7,267	4,907.58
50 30	ADVERTISING/SPONSORSHIPS	538	1,000.00	186	1,076	1,000.00	93	6,458	5,458.00
50 *	SPECIAL REC FACILITIES	1,143	1,745.08	153	2,286	3,359.42	147	13,725	10,365.58
347 **	CULTURE/RECREATION	10,825	13,690.00	127	21,650	38,516.80	178	129,925	91,408.20

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								
347		CULTURE/RECREATION								
340	***	CHARGES FOR SERVICES	1,006,702	1,001,213.92	100	2,013,404	1,949,960.44	97	12,080,557	10,130,596.56
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	90 00	OTHER	1,744	747.03	43	3,488	1,389.45	40	20,930	19,540.55
351	**	JUDGMENTS AND FINES	1,744	747.03	43	3,488	1,389.45	40	20,930	19,540.55
350	***	FINES AND FORFEITURES	1,744	747.03	43	3,488	1,389.45	40	20,930	19,540.55
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	7,083	4,571.27	65	14,166	16,029.99	113	85,000	68,970.01
	10 02	INVESTMENT INTEREST	0	3,070.67		0	3,070.67		0	3,070.67-
	10 *	INTEREST	7,083	7,641.94	108	14,166	19,100.66	135	85,000	65,899.34
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,083	7,641.94	108	14,166	19,100.66	135	85,000	65,899.34
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	10,490	27,522.33	262	20,980	66,415.16	317	125,886	59,470.84
362	**	RENT AND ROYALTIES	10,490	27,522.33	262	20,980	66,415.16	317	125,886	59,470.84
364		DISPOSITION FIXED ASSETS								
	10 00	GAIN/LOSS	0	4,298.75		0	4,298.75		0	4,298.75-
364	**	DISPOSITION FIXED ASSETS	0	4,298.75		0	4,298.75		0	4,298.75-
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	0	618.74		0	618.74		0	618.74-
365	**	SALE SURPLUS MTRLS &SCRAP	0	618.74		0	618.74		0	618.74-
366		CONTRIBUTIONS & DONATIONS								
	00 00	CONTRIBUTIONS & DONATIONS	35,082	47,500.00	135	70,164	60,000.00	86	420,985	360,985.00
	10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	35,082	47,500.00	135	70,164	60,000.00	86	420,985	360,985.00
368		PENSION CONTRIBUTIONS								

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
360	MISCELLANEOUS REVENUES								
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	14,300	.00		28,600	.00		171,608	171,608.00
22 00	FIRE STATE CONTRIBUTION	9,155	.00		18,310	.00		109,865	109,865.00
368 **	PENSION CONTRIBUTIONS	23,455	.00		46,910	.00		281,473	281,473.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	3,204.54	51	12,500	5,450.47	44	75,000	69,549.53
90 02	POLICE SECURITY SERVICES	3,895	7,215.00	185	7,790	10,315.00	132	46,744	36,429.00
90 03	CODE ENF ABATE/DEMO REV	6,250	85,033.42	1361	12,500	91,045.59	728	75,000	16,045.59-
90 04	MISC. POLICE REVENUES	83	203.32	245	166	887.07	534	1,000	112.93
90 05	INVESTIGATIVE COSTS REIM	4,250	2,982.41	70	8,500	7,428.74	87	51,000	43,571.26
90 09	PROPERTY REGISTRATION	625	1,200.00	192	1,250	1,200.00	96	7,500	6,300.00
90 *	OTHER MISC REVENUES	21,353	99,838.69	468	42,706	116,326.87	272	256,244	139,917.13
96 00	INSURANCE REFUND/PROCEEDS	0	3,404.37		0	3,404.37		0	3,404.37-
369 **	OTHER MISC REVENUES	21,353	103,243.06	484	42,706	119,731.24	280	256,244	136,512.76
360 ***	MISCELLANEOUS REVENUES	97,463	190,824.82	196	194,926	270,164.55	139	1,169,588	899,423.45
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,438	25,000.00	117	42,876	25,000.00	58	257,258	232,258.00
91 *	TRANSFER FROM	21,438	25,000.00	117	42,876	25,000.00	58	257,258	232,258.00
381 **	INTERFUND TRANSFER	21,438	25,000.00	117	42,876	25,000.00	58	257,258	232,258.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,918	574,919.00	100	1,149,836	1,149,838.00	100	6,899,025	5,749,187.00
40 01	6% PILOFF	109,162	109,162.00	100	218,324	218,324.00	100	1,309,948	1,091,624.00
40 *	CONTRIBUTIONS	684,080	684,081.00	100	1,368,160	1,368,162.00	100	8,208,973	6,840,811.00
382 **	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	1,368,160	1,368,162.00	100	8,208,973	6,840,811.00
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

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)								
384	DEBT PROCEEDS								
389	NON OPERATING SOURCES								
99 10	CASH CARRY FORWARD	528	.00		1,056	.00		6,339	6,339.00
99 50	FUND BAL-APPROP. RESERVES	182,204	.00		337,747	.00		2,159,792	2,159,792.00
99 *	BALANCE FORWARD	182,732	.00		338,803	.00		2,166,131	2,166,131.00
389 **	NON OPERATING SOURCES	182,732	.00		338,803	.00		2,166,131	2,166,131.00
380 ***	OTHER SOURCES(NON-REV)	888,250	709,081.00	80	1,749,839	1,393,162.00	80	10,632,362	9,239,200.00
FUND TOTAL	GENERAL FUND	3,369,489	2,491,166.64	74	6,712,317	5,039,719.83	75	40,407,568	35,367,848.17

REPORT SELECTIONS

Fiscal year . . . . . : 2020
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	2648	2550.00	96	5296	5100.00	96	.00	31777	26677.00	16
11 **	EXECUTIVE SALARIES	2648	2550.00	96	5296	5100.00	96	.00	31777	26677.00	16
12-00	REGULAR SALARIES & WAGES	1079908	881731.08	82	2159816	1726447.82	80	.00	12959010	11232562.18	13
12-06	SALARIES/CONTRACTUAL	2083	735.00	35	4166	2572.50	62	.00	25000	22427.50	10
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	2874	75814.50	2638	5748	75851.65	1320	.00	34507	41344.65-	220
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1084865	958280.58	88	2169730	1804871.97	83	.00	13018517	11213645.03	14
13-00	OTHER SALARIES & WAGES	68721	51017.34	74	137442	114371.42	83	.00	824717	710345.58	14
13 **	OTHER SALARIES & WAGES	68721	51017.34	74	137442	114371.42	83	.00	824717	710345.58	14
14-00	OVERTIME	31083	26411.03	85	62166	64047.48	103	.00	373072	309024.52	17
14-01	COMP TIME	583	.00	0	1166	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	31666	26411.03	83	63332	64047.48	101	.00	380072	316024.52	17
15-00	SPECIAL PAY	28149	27674.53	98	56298	55342.22	98	.00	337800	282457.78	16
15 **	SPECIAL PAY	28149	27674.53	98	56298	55342.22	98	.00	337800	282457.78	16
20-00	CLOTHING/SHOE ALLOWANCE	1826	3322.50	182	3652	7422.50	203	.00	21940	14517.50	34
20 **	CLOTHING/SHOE ALLOWANCE	1826	3322.50	182	3652	7422.50	203	.00	21940	14517.50	34
21-00	FICA TAXES	90247	77737.63	86	180494	150812.75	84	.00	1083089	932276.25	14
21 **	FICA TAXES	90247	77737.63	86	180494	150812.75	84	.00	1083089	932276.25	14
22-00	RETIREMENT CONTRIBUTIONS	85170	59314.85	70	170340	113370.84	67	.00	1022127	908756.16	11
22-01	FIREFIGHTERS	201650	173546.38	86	403300	340172.23	84	.00	2419822	2079649.77	14
22-02	STATE CONTRIBUTIONS	44837	.00	0	89674	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	1234	534.34	43	2468	1595.62	65	.00	14814	13218.38	11
22 **	RETIREMENT CONTRIBUTIONS	332891	233395.57	70	665782	455138.69	68	.00	3738236	3283097.31	12

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
23-00	LIFE/HEALTH INSURANCE	61903	1107.70-	2-	123806	61473.09	50	.00	742973	681499.91	8
23-02	LIFE/HEALTH GF RETIREES	0	74178.06	0	0	74178.06	0	.00	0	74178.06-	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	319585	261617.42	82	639170	424241.39	66	.00	3835173	3410931.61	11
23 **	LIFE/HEALTH INSURANCE	381488	334687.78	88	762976	559892.54	73	.00	4578146	4018253.46	12
24-00	WORKER'S COMPENSATION	57050	51312.09	90	114100	102396.35	90	.00	684723	582326.65	15
24 **	WORKER'S COMPENSATION	57050	51312.09	90	114100	102396.35	90	.00	684723	582326.65	15
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
27-00	BENEFIT OFFSET	21223	18470.00	87	42446	33147.50	78	.00	254680	221532.50	13
27 **	BENEFIT OFFSET	21223	18470.00	87	42446	33147.50	78	.00	254680	221532.50	13
31-00	PROFESSIONAL SERVICES	62140	5684.78	9	122738	8321.91	7	121741.11	744177	614113.98	18
31-01	LEGAL EXPENSES	38414	49603.43	129	76828	49603.43	65	371009.57	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	708.00	19	7624	1030.00	14	40030.03	45755	4694.97	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	2250	13500.00	600	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	5364	.00	0	59000.00	59000	.00	100
31-33	EMPLOYEE HEALTH CENTER	15710	6188.49	39	31420	12329.10	39	176198.40	188528	.50	100
31 **	PROFESSIONAL SERVICES	126565	62184.70	49	246224	84784.44	34	767979.11	1511933	659169.45	56
32-00	ACCOUNTING & AUDITING	3333	7500.00	225	6666	7500.00	113	32500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	7500.00	225	6666	7500.00	113	32500.00	40000	.00	100
34-00	CONTRACT SERVICES	82452	94233.21	114	160190	115716.26	72	665540.50	984777	203520.24	79
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	163603.01	103	316666	163603.01	52	.00	1900000	1736396.99	9
34-07	JANITORIAL CONTRACT SVS	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
34-09	MOWING CONTRACTS	11250	19550.00	174	22500	19550.00	87	97750.00	135000	17700.00	87
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	252035	277386.22	110	499356	298869.27	60	763290.50	3019777	1957617.23	35
39-00	CONTINGENCY	19575	.00	0	40239	.00	0	.00	235992	235992.00	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	19575	.00	0	40239	.00	0	.00	235992	235992.00	0
40-00	TRAVEL & PER DIEM	6394	3322.77	52	12788	4119.77	32	.00	76826	72706.23	5
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6394	3322.77	52	12788	4119.77	32	.00	76826	72706.23	5
41-00	COMMUNICATION	14432	15255.13	106	28595	23134.09	81	114873.52	172941	34933.39	80
41 **	COMMUNICATION	14432	15255.13	106	28595	23134.09	81	114873.52	172941	34933.39	80
42-00	POSTAGE & FREIGHT	35872	1060.55	3	71731	9043.24	13	384906.92	430565	36614.84	92
42 **	POSTAGE & FREIGHT	35872	1060.55	3	71731	9043.24	13	384906.92	430565	36614.84	92
43-00	ELECTRIC/WATER/SEWER	60056	50697.86	84	120112	55906.49	47	586294.46	720704	78503.05	89
43 **	ELECTRIC/WATER/SEWER	60056	50697.86	84	120112	55906.49	47	586294.46	720704	78503.05	89
44-00	RENTALS AND LEASES	11572	10692.01	92	23144	19269.06	83	93718.77	138911	25923.17	81
44 **	RENTALS AND LEASES	11572	10692.01	92	23144	19269.06	83	93718.77	138911	25923.17	81
45-00	INSURANCE	40990	116805.83	285	81980	130859.09	160	.00	491918	361058.91	27
45 **	INSURANCE	40990	116805.83	285	81980	130859.09	160	.00	491918	361058.91	27
46-00	REPAIRS & MAINTENANCE	155045	198091.54	128	304356	225958.82	74	370131.57	1854880	1258789.61	32
46-02	REPAIR/MAINT BUILDING	22037	1330.00	6	44074	4845.41	11	28760.08	264450	230844.51	13
46-03	REPAIR/MAINT-VEHICLES	21030	13674.62	65	42081	13674.62	33	7139.81-	252453	245918.19	3

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
46-05	HYDRANT FEES	17739	18330.12	103	35478	36660.24	103	.00	212871	176210.76	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	215851	231426.28	107	425989	281139.09	66	391751.84	2584654	1911763.07	26
47-00	PRINTING & BINDING	14100	242.00	2	28199	4417.12	16	132059.93	169275	32797.95	81
47 **	PRINTING & BINDING	14100	242.00	2	28199	4417.12	16	132059.93	169275	32797.95	81
48-00	PROMOTIONAL ACTIVITIES	4429	25.00	1	8858	525.00	6	.00	53175	52650.00	1
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	3332	.00	0	.00	20000	20000.00	0
48 **	PROMOTIONAL ACTIVITIES	6095	25.00	0	12190	525.00	4	.00	73175	72650.00	1
49-00	OTHER CHARGES & OBLIG.	19684	50644.14	257	39368	62361.84	158	2691.50	236270	171216.66	28
49-02	ADVERTISING	236	.00	0	472	.00	0	142.00	2850	2708.00	5
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	'5114.35	409	2500	5114.35	205	9857.66	15000	27.99	100
49-07	BAD DEBT EXPENSE	0	3683.05-	0	0	8099.76-	0	.00	0	8099.76	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.	22836	52075.44	228	45672	59376.43	130	12691.16	274120	202052.41	26
51-00	OFFICE SUPPLIES	3968	165.73	4	7936	1982.33	25	.00	47708	45725.67	4
51 **	OFFICE SUPPLIES	3968	165.73	4	7936	1982.33	25	.00	47708	45725.67	4
52-00	OPERATING SUPPLIES	61239	96927.13	158	119465	105825.63	89	170677.15	731958	455455.22	38
52-02	UNIFORMS	1863	863.79	46	3726	958.73	26	18441.27	22365	2965.00	87
52-05	EMS 1st RESP-CONSUM SUPP	3137	365.60	12	6543	3147.68	48	19514.32	37920	15258.00	60
52-07	JANITORIAL SUPPLIES	2396	1963.97	82	4792	3465.49	72	.00	28771	25305.51	12
52-10	HEATING FUEL	251	185.86	74	502	385.02	77	2626.98	3012	.00	100

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
52-11	JAG GRANT	1847	.00	0	3694	.00	0	.00	22166	22166.00	0
52-12	BULLETPROOF VEST GRANT	876	.00	0	1752	.00	0	12058.04	10507	1551.04-	115
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	20912	19097.58	91	41824	16781.85	40	121.15	251034	234131.00	7
52-33	EMPLOYEE HEALTH CENTER	7980	624.18	8	15960	879.12	6	94880.88	95760	.00	100
52 **	OPERATING SUPPLIES	100501	120028.11	119	198258	131443.52	66	318319.79	1203493	753729.69	37
53-00	ROAD MATERIALS/SUPPLIES	1250	1432.43	115	2500	1432.43	57	4467.57	15000	9100.00	39
53 **	ROAD MATERIALS/SUPPLIES	1250	1432.43	115	2500	1432.43	57	4467.57	15000	9100.00	39
54-00	MEMBERSHIP/PUBLICATIONS	3588	1705.00	48	7176	7132.25	99	2169.13	43187	33885.62	22
54 **	MEMBERSHIP/PUBLICATIONS	3588	1705.00	48	7176	7132.25	99	2169.13	43187	33885.62	22
55-00	TRAINING	10649	3444.02	32	21298	10364.02	49	.00	127899	117534.98	8
55-01	EDA PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
55 **	TRAINING	11482	3444.02	30	22964	10364.02	45	.00	137899	127534.98	8
56-15	IT-RELATED OPERATING EXP	25302	19024.90	75	50604	50091.26	99	74398.19	303719	179229.55	41
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	2310	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	26457	19024.90	72	52914	50091.26	95	74398.19	317584	193094.55	39
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
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

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
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	5182	.00	0	10182	2000.00	20	.00	62000	60000.00	3
63 **	INFRASTRUCTURE	5182	.00	0	10182	2000.00	20	.00	62000	60000.00	3
64-00	MACHINERY AND EQUIPMENT	49026	6034.73	12	93337	9241.63	10	389786.85	583640	184611.52	68
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	11334	27401.10	242	20177	27401.10	136	.00	133529	106127.90	21
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	60360	33435.83	55	113514	36642.73	32	389786.85	717169	290739.42	60
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
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	90424	.00	0	180848	.00	0	.00	1085094	1085094.00	0
81 **	AIDS TO GOVT AGENCY	90424	.00	0	180848	.00	0	.00	1085094	1085094.00	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	7975	.00	0	15950	.00	0	.00	95700	95700.00	0
83 **	OTHER GRANTS AND AIDS	7975	.00	0	15950	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	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
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
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	148603	2743.00	2	297206	140521.00	47	.00	1783246	1642725.00	8
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
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	148603	2743.00	2	297206	140521.00	47	.00	1783246	1642725.00	8
FUND 001	TOTAL ********* GENERAL FUND	3390686	2795511.86	82	6754713	4713096.05	70	4069207.74	40407568	31625264.21	22
GRAND	TOTAL *********	3390686	2795511.86	82	6754713	4713096.05	70	4069207.74	40407568	31625264.21	22



FY 2020 Budget by Classification Report - Summary Listing

11/30/2019

Target for November 2019 is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 1,106,575	$ 1,158,140	49%
CHARGES FOR SERVICES	$ 63,076,683		$ 10,375,330	$ 52,701,353	16%
MISCELLANEOUS	$ 146,300		$ 19,382	$ 126,918	13%
OTHER SOURCES (NON-REVENUE)	$ 1,529,480		$ 384,165	$ 1,145,315	25%
REVENUE TOTALS	**$ 67,017,178**	-	**$ 11,885,452**	**$ 55,131,726**	**18%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 2,365,324	$ 13,839,777	15%
OPERATING EXPENDITURES	$ 27,384,062	$ 8,471,424	$ 3,103,379	$ 15,809,259	42%
CAPITAL OUTLAY	$ 5,455,892	$ 1,737,634	$ 365,128	$ 3,353,130	39%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 4,149,175	$ 13,822,948	23%
EXPENSE TOTALS	**$ 67,017,178**	**$ 10,209,058**	**$ 9,983,006**	**$ 46,825,114**	30%
REVENUE TOTALS	**$ 67,017,178**	**$ -**	**$ 11,885,452**	**$ 55,131,726**	**18%**
EXPENSE TOTALS	**$ 67,017,178**	**$ 10,209,058**	**$ 9,983,006**	**$ 46,825,114**	**30%**
	$ -	**$ (10,209,058)**	**$ 1,902,446**	**$ 8,306,612**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

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								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,175	830,900.00	953	174,350	1,056,575.00	606	1,046,102	10,473.00-
03 11	WATER - COMMERCIAL	90,733	.00		181,466	.00		1,088,801	1,088,801.00
03 20	SEWER - RESIDENTIAL	973	2,500.00	257	1,946	50,000.00	2569	11,684	38,316.00-
03 21	SEWER - COMMERCIAL	9,844	.00		19,688	.00		118,128	118,128.00
03 *	IMPACT FEES	188,725	833,400.00	442	377,450	1,106,575.00	293	2,264,715	1,158,140.00
324 **	IMPACT FEES	188,725	833,400.00	442	377,450	1,106,575.00	293	2,264,715	1,158,140.00
320 ***	OTHER PERMITS & FEES	188,725	833,400.00	442	377,450	1,106,575.00	293	2,264,715	1,158,140.00
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	4,484,834	4,392,086.33	98	8,969,668	8,607,888.59	96	53,818,010	45,210,121.41
33 00	WATER CONNECTION FEE	20,000	49,436.43	247	40,000	113,447.45	284	240,000	126,552.55
33 *	WATER CONNECTION FEE	20,000	49,436.43	247	40,000	113,447.45	284	240,000	126,552.55
36 00	WATER HYDRANT FEES	237,354	290,495.87	122	474,708	581,299.51	123	2,848,254	2,266,954.49
39 06	HYDRANT RESID FLOW TEST	133	800.00	602	266	2,900.00	1090	1,600	1,300.00-
39 07	BACKFLOW DEVICE TEST	12,083	16,482.35	136	24,166	32,957.22	136	145,000	112,042.78
39 08	JUMPER METERS	58	150.00	259	116	250.00	216	700	450.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,000.00	100	2,000	3,000.00	150	12,000	9,000.00
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	82	210.84	257	500	289.16
39 *	WATER OTHER INCOME	13,315	18,487.77	139	26,630	39,318.06	148	159,800	120,481.94
51 00	SEWER SALES	468,746	476,748.63	102	937,492	965,412.15	103	5,624,961	4,659,548.85
51 *	SEWER SALES	468,746	476,748.63	102	937,492	965,412.15	103	5,624,961	4,659,548.85

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
59 01	GREASE TRAP PERMITS	516	698.61	135	1,032	1,377.21	134	6,200	4,822.79
60 00	REUSE WATER SALES	31,038	32,019.13	103	62,076	66,160.63	107	372,458	306,297.37
60 01	REUSE WATER INSTALLATION	583	200.53	34	1,166	426.10	37	7,000	6,573.90
60 *	REUSE WATER SALES	31,621	32,219.66	102	63,242	66,586.73	105	379,458	312,871.27
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,260,173.30	100	10,512,772	10,375,329.70	99	63,076,683	52,701,353.30
340 ***	CHARGES FOR SERVICES	5,256,386	5,260,173.30	100	10,512,772	10,375,329.70	99	63,076,683	52,701,353.30
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	3,048.11	46	13,332	7,710.30	58	80,000	72,289.70
10 02	INVESTMENT INTEREST	0	348.06		0	348.06		0	348.06-
10 *	INTEREST	6,666	3,396.17	51	13,332	8,058.36	60	80,000	71,941.64
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	6,666	3,396.17	51	13,332	8,058.36	60	80,000	71,941.64
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								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		2,500	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	13,029.39		0	13,029.39		0	13,029.39-
364 **	DISPOSITION FIXED ASSETS	1,250	13,029.39	1042	2,500	13,029.39	521	15,000	1,970.61
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	1,094.59	131	1,666	1,094.59	66	10,000	8,905.41
365 **	SALE SURPLUS MTRLS &SCRAP	833	1,094.59	131	1,666	1,094.59	66	10,000	8,905.41
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	1,734.72	52	6,666	4,099.93-	62	40,000	44,099.93
90 *	OTHER MISC REVENUES	3,333	1,734.72	52	6,666	4,099.93-	62	40,000	44,099.93
369 **	OTHER MISC REVENUES	3,333	1,734.72	52	6,666	4,099.93-	62	40,000	44,099.93

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
360	***	MISCELLANEOUS REVENUES	12,190	19,254.87	158	24,380	19,382.41	80	146,300	126,917.59
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
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	2,900.00		0	58,000.00		0	58,000.00-
82	00	CONTRIBUTION S MAINLAND	0	247,307.33		0	258,560.53		0	258,560.53-
83	00	CONTRIBUTION VIERA	0	26,852.18		0	67,604.31		0	67,604.31-
83	*	CONTRIBUTION VIERA	0	26,852.18		0	67,604.31		0	67,604.31-
99	50	FUND BAL-APPROP. RESERVES	149,942	.00		30,061	.00		1,529,480	1,529,480.00
99	*	BALANCE FORWARD	149,942	.00		30,061	.00		1,529,480	1,529,480.00
389	**	NON OPERATING SOURCES	149,942	277,059.51	185	30,061	384,164.84	1278	1,529,480	1,145,315.16
380	***	OTHER SOURCES(NON-REV)	149,942	277,059.51	185	30,061	384,164.84	1278	1,529,480	1,145,315.16
FUND TOTAL		WATER/SEWER ENTERPRISE	5,607,243	6,389,887.68	114	10,944,663	11,885,451.95	109	67,017,178	55,131,726.05

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER ENTERPRISE

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	773200	553383.73	72	1546400	1101229.62	71	.00	9278436	8177206.38	12
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	33000.61	2605	2534	33000.61	1302	.00	15208	17792.61-	217
12 **	REGULAR SALARIES & WAGES	774467	586384.34	76	1548934	1134230.23	73	.00	9293644	8159413.77	12
13-00	OTHER SALARIES & WAGES	43826	56382.94	129	87652	107082.30	122	.00	525937	418854.70	20
13 **	OTHER SALARIES & WAGES	43826	56382.94	129	87652	107082.30	122	.00	525937	418854.70	20
14-00	OVERTIME	43446	46917.49	108	86892	90322.47	104	.00	521393	431070.53	17
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	46917.49	108	86892	90322.47	104	.00	521393	431070.53	17
15-00	SPECIAL PAY	175	175.00	100	350	350.00	100	.00	2100	1750.00	17
15 **	SPECIAL PAY	175	175.00	100	350	350.00	100	.00	2100	1750.00	17
20-00	CLOTHING/SHOE ALLOWANCE	1616	16935.00	1048	3232	16935.00	524	.00	19420	2485.00	87
20 **	CLOTHING/SHOE ALLOWANCE	1616	16935.00	1048	3232	16935.00	524	.00	19420	2485.00	87
21-00	FICA TAXES	64428	52442.10	81	128856	100836.49	78	.00	773178	672341.51	13
21 **	FICA TAXES	64428	52442.10	81	128856	100836.49	78	.00	773178	672341.51	13
22-00	RETIREMENT CONTRIBUTIONS	95194	62467.93	66	190388	464212.43	244	.00	1142362	678149.57	41
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	62467.93	66	190388	464212.43	244	.00	1142362	678149.57	41
23-00	LIFE/HEALTH INSURANCE	19029	17050.93	90	38058	35117.71	92	.00	228372	193254.29	15
23-02	LIFE/HEALTH RETIREES	14932	17789.80	119	29864	28162.80	94	.00	179186	151023.20	16
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	176886.26	75	472012	290257.46	62	.00	2832109	2541851.54	10
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	211726.99	78	539934	353537.97	66	.00	3239667	2886129.03	11
24-00	WORKER'S COMPENSATION	44039	38839.79	88	88078	77592.20	88	.00	528500	450907.80	15

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	38839.79	88	88078	77592.20	88	.00	528500	450907.80	15
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	12825	10850.00	85	25650	20225.00	79	.00	153900	133675.00	13
27 **	BENEFIT OFFSET	12825	10850.00	85	25650	20225.00	79	.00	153900	133675.00	13
31-00	PROFESSIONAL SERVICES	32733	4159.50	13	64712	8905.50	14	62044.54	392056	321105.96	18
31-01	LEGAL EXPENSES	6666	.00	0	13332	.00	0	.00	80000	80000.00	0
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	39182	.00	0	65264	.00	0	161710.76	457095	295384.24	35
31-33	EMPLOYEE HEALTH CENTER	11300	4451.37	39	22600	8868.30	39	126739.20	135608	.50	100
31 **	PROFESSIONAL SERVICES	89881	8610.87	10	165908	17773.80	11	350494.50	1064759	696490.70	35
32-00	ACCOUNTING & AUDITING	3333	7500.00	225	6666	7500.00	113	32500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	7500.00	225	6666	7500.00	113	32500.00	40000	.00	100
34-00	CONTRACT SERVICES	122165	10051.57	8	244166	13002.70	5	214853.98	1465840	1237983.32	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	1057332	1057334.00	100	.00	6343999	5286665.00	17
34 **	CONTRACT SERVICES	650831	538718.57	83	1301498	1070336.70	82	214853.98	7809839	6524648.32	17
39-00	CONTINGENCY	88514	.00	0	190128	.00	0	.00	1075279	1075279.00	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	88514	.00	0	190128	.00	0	.00	1075279	1075279.00	0
40-00	TRAVEL AND PER DIEM	1926	364.60	19	3852	364.60	10	.00	23138	22773.40	2
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	364.60	19	3852	364.60	10	.00	23138	22773.40	2
41-00	COMMUNICATION	10949	13827.35	126	21898	18701.64	85	111054.48	131409	1652.88	99
41 **	COMMUNICATION	10949	13827.35	126	21898	18701.64	85	111054.48	131409	1652.88	99
42-00	FREIGHT & POSTAGE SERVICE	2024	53.30	3	3542	3179.30	90	1070.00	23820	19570.70	18
42 **	FREIGHT & POSTAGE SERVICE	2024	53.30	3	3542	3179.30	90	1070.00	23820	19570.70	18
43-00	ELECTRIC/WATER/SEWER	202256	142712.86	71	404512	144136.95	36	2261418.73	2427087	21531.32	99
43 **	ELECTRIC/WATER/SEWER	202256	142712.86	71	404512	144136.95	36	2261418.73	2427087	21531.32	99
44-00	RENTAL AND LEASES	3711	400.00	11	7422	800.00	11	4000.00	44550	39750.00	11
44 **	RENTAL AND LEASES	3711	400.00	11	7422	800.00	11	4000.00	44550	39750.00	11
45-00	INSURANCE	40543	118673.91	293	81086	128605.31	159	.00	486534	357928.69	26
45 **	INSURANCE	40543	118673.91	293	81086	128605.31	159	.00	486534	357928.69	26
46-00	REPAIRS & MAINTENANCE	658920	262149.19	40	1261469	790201.55	63	1584574.86	7850712	5475935.59	30
46-02	REPAIR/MAINT BUILDING	27435	3405.00	12	54870	13642.90	25	19395.03	329233	296195.07	10
46-03	REPAIR/MAINT-VEHICLES	16991	8952.19	53	33982	8952.19	26	8952.19-	203935	203935.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	703346	274506.38	39	1350321	812796.64	60	1595017.70	8383880	5976065.66	29
47-00	PRINTING & BINDING	603	21.75	4	1206	65.25	5	.00	7280	7214.75	1
47 **	PRINTING & BINDING	603	21.75	4	1206	65.25	5	.00	7280	7214.75	1
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	500.00	15	.00	20000	19500.00	3
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	500.00	15	.00	20000	19500.00	3
49-00	OTHER CHARGES & OBLIG.	3143	2304.67	73	6286	6033.29	96	75.00	37736	31627.71	16
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4430.64-	0	0	11777.25-	0	.00	0	11777.25	0
49-08	CASH OVER & UNDER	0	30.46-	0	0	29.11-	0	.00	0	29.11	0
49-09	DOCUMENT RECORDING CHGS	0	930.00-	0	0	2420.00-	0	.00	0	2420.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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.	3143	3086.43-	98-	6286	8193.07-	130-	75.00	37736	45854.07	22-
51-00	OFFICE SUPPLIES	2224	.00	0	4448	.00	0	.00	26720	26720.00	0
51 **	OFFICE SUPPLIES	2224	.00	0	4448	.00	0	.00	26720	26720.00	0
52-00	OPERATING SUPPLIES	69003	74395.37	108	138006	125238.58	91	175090.45	828067	527737.97	36
52-07	JANITORIAL SUPPLIES	852	691.93	81	1704	1084.13	64	.00	10240	9155.87	11
52-09	CHEMICALS	353351	335168.68	95	706702	604019.22	86	3485742.78	4240227	150465.00	97
52-30	FUEL OIL & LUBRICANTS	30410	22404.48	74	60820	26553.12	44	85509.26	364963	252900.62	31
52-33	EMPLOYEE HEALTH CENTER	5740	448.93	8	11480	632.31	6	68247.69	68880	.00	100
52 **	OPERATING SUPPLIES	459356	433109.39	94	918712	757527.36	83	3814590.18	5512377	940259.46	83
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3189	.00	0	6378	30018.00	471	.00	38304	8286.00	78
54 **	MEMBERSHIP/PUBLICATIONS	3189	.00	0	6378	30018.00	471	.00	38304	8286.00	78
55-00	TRAINING	12306	.00	0	24612	11.66	0	20237.00	147700	127451.34	14
55-01	EDA PROGRAM	625	.00	0	1250	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	.00	0	25862	11.66	0	20237.00	155200	134951.34	13
56-15	IT-RELATED OPERATING EXP	2594	87254.51	3364	5188	119254.51	2299	31112.11	31150	119216.62-	483
56 **	TECHNOLOGY SYSTEMS	2594	87254.51	3364	5188	119254.51	2299	31112.11	31150	119216.62-	483
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	5909	.00	0	5909	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5909	.00	0	5909	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	342562	299021.06	87	493352	299021.06	61	1162459.94	3918996	2457515.00	37
63 **	INFRASTRUCTURE	342562	299021.06	87	493352	299021.06	61	1162459.94	3918996	2457515.00	37
64-00	MACHINERY & EQUIPMENT	112487	3955.56	4	219662	53279.56	24	532065.99	1344533	759187.45	44
64-15	IT HARDWARE	2706	.00	0	5412	.00	0	.00	28000	28000.00	0
64 **	MACHINERY & EQUIPMENT	115193	3955.56	3	225074	53279.56	24	532065.99	1372533	787187.45	43
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	9033	12827.40	142	9033	12827.40	142	43108.48	99363	43427.12	56
68 **	INTANGIBLE ASSETS	9033	12827.40	142	9033	12827.40	142	43108.48	99363	43427.12	56
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	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
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	574918	574919.00	100	1149836	1149838.00	100	.00	6899025	5749187.00	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	813495	2366206.00	291	1626990	2781012.69	171	.00	9761950	6980937.31	29
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
91-52	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

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	1388413	2941125.00	212	2776826	3930850.69	142	.00	16660975	12730124.31	24
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	218324	218324.00	100	.00	1309948	1091624.00	17
95 **	NONOPERATING	109162	109162.00	100	218324	218324.00	100	.00	1309948	1091624.00	17
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5607539	6071879.66	108	10945257	9983005.45	91	10209058.09	67017178	46825114.46	30
GRAND	TOTAL *********										
		5607539	6071879.66	108	10945257	9983005.45	91	10209058.09	67017178	46825114.46	30

FY 2020 Budget by Classification Report - Summary Listing

11/30/2019

Target for November 2019 is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 23,184	$ 1,724,508	1%
MISCELLANEOUS	$ -		$ 1,405	$ (1,405)	0%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 24,589**	**$ 1,919,764**	**1%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 78,520	$ 465,709	14%
OPERATING EXPENDITURES	$ 705,992	$ 73,501	$ 47,166	$ 585,325	17%
CAPITAL OUTLAY	$ 694,132	$ 291,892	$ 109,760	$ 292,480	58%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,944,353**	**$ 365,393**	**$ 235,446**	**$ 1,343,514**	**31%**
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 24,589**	**$ 1,919,764**	**1%**
EXPENSE TOTALS	**$ 1,944,353**	**$ 365,393**	**$ 235,446**	**$ 1,343,514**	**31%**
	$ -	$ (365,393)	$ (210,857)	$ 576,250	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	CHARGES FOR PUBLIC SVCS	145,641	23,093.33	16	291,282	23,093.33	8	1,747,692	1,724,598.67
23	03	PENALTIES	0	90.68		0	90.68		0	90.68-
23	*	STORMWATER	145,641	23,184.01	16	291,282	23,184.01	8	1,747,692	1,724,507.99
325	**	SPECIAL ASSESSMENT	145,641	23,184.01	16	291,282	23,184.01	8	1,747,692	1,724,507.99
320	***	OTHER PERMITS & FEES	145,641	23,184.01	16	291,282	23,184.01	8	1,747,692	1,724,507.99
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	38.21		0	737.38		0	737.38-
91	*	STORMWATER FEES	0	38.21		0	737.38		0	737.38-
343	**	PHYSICAL ENVIRONMENT	0	38.21		0	737.38		0	737.38-
340	***	CHARGES FOR SERVICES	0	38.21		0	737.38		0	737.38-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	286.04		0	654.92		0	654.92-
10	02	INVESTMENT INTEREST	0	13.06		0	13.06		0	13.06-
10	*	INTEREST	0	299.10		0	667.98		0	667.98-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	299.10		0	667.98		0	667.98-
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00

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
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	299.10		0	667.98		0	667.98-
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	50	FUND BAL-APPROP. RESERVES	17,878	.00		17,878	.00		196,661	196,661.00
99	*	BALANCE FORWARD	17,878	.00		17,878	.00		196,661	196,661.00
389	**	NON OPERATING SOURCES	17,878	.00		17,878	.00		196,661	196,661.00
380	***	OTHER SOURCES(NON-REV)	17,878	.00		17,878	.00		196,661	196,661.00
FUND TOTAL		STORMWATER UTILITY	163,519	23,521.32	14	309,160	24,589.37	8	1,944,353	1,919,763.63

REPORT SELECTIONS

Fiscal year . . . . . : 2020
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	27651	24938.07	90	55302	48493.42	88	.00	331820	283326.58	15
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	1746	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	24938.07	87	57048	48493.42	85	.00	342300	293806.58	14
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	269	135.67	50	538	939.97	175	.00	3235	2295.03	29
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	135.67	50	538	939.97	175	.00	3235	2295.03	29
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	600.00	1200	100	600.00	600	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	600.00	1200	100	600.00	600	.00	600	.00	100
21-00	FICA TAXES	2096	1932.78	92	4192	3772.88	90	.00	25158	21385.12	15
21 **	FICA TAXES	2096	1932.78	92	4192	3772.88	90	.00	25158	21385.12	15
22-00	RETIREMENT CONTRIBUTIONS	2364	2108.92	89	4728	4172.19	88	.00	28369	24196.81	15
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	2108.92	89	4728	4172.19	88	.00	28369	24196.81	15
23-00	LIFE/HEALTH INSURANCE	572	540.40	95	1144	1154.70	101	.00	6871	5716.30	17
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	6893.72	94	14750	11575.01	79	.00	88507	76931.99	13
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	7434.12	94	15894	12729.71	80	.00	95378	82648.29	13
24-00	WORKER'S COMPENSATION	3699	3590.74	97	7398	7112.10	96	.00	44389	37276.90	16
24 **	WORKER'S COMPENSATION	3699	3590.74	97	7398	7112.10	96	.00	44389	37276.90	16

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	700.00	88	.00	4800	4100.00	15
27 **	BENEFIT OFFSET	400	400.00	100	800	700.00	88	.00	4800	4100.00	15
31-00	PROFESSIONAL SERVICES	6488	1970.00	30	9571	4955.00	52	8500.00	74455	61000.00	18
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	551	217.14	39	1102	432.60	39	6182.40	6615	.00	100
31 **	PROFESSIONAL SERVICES	7080	2187.14	31	10755	5387.60	50	14682.40	81570	61500.00	25
34-00	CONTRACT SERVICES	2178	48.09	2	3516	3128.09	89	37731.91	25303	15557.00-	162
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	28700	28700.00	100	.00	172205	143505.00	17
34 **	CONTRACT SERVICES	16528	14398.09	87	32216	31828.09	99	37731.91	197508	127948.00	35
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.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	308.27	166	372	308.27	83	1923.73	2232	.00	100
41 **	COMMUNICATION	186	308.27	166	372	308.27	83	1923.73	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1233	934.99	76	2466	1204.54	49	12983.26	14800	612.20	96
43 **	ELECTRIC/WATER/SEWER	1233	934.99	76	2466	1204.54	49	12983.26	14800	612.20	96
44-00	RENTALS AND LEASES	208	.00	0	416	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	416	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	819	2456.76	300	1638	2456.76	150	.00	9828	7371.24	25
45 **	INSURANCE	819	2456.76	300	1638	2456.76	150	.00	9828	7371.24	25

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	25731	195.69	1	54189	195.69	0	2504.41	311500	308799.90	1
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	1611.21	59	5478	1611.21	29	1611.21-	32870	32870.00	0
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	82	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	28511	1806.90	6	59749	1806.90	3	893.20	344870	342169.90	1
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	100.00	0	100.00-	0
49-07	BAD DEBT EXPENSE	0	86.17-	0	0	570.49-	0	.00	0	570.49	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	86.17-	0	0	570.49-	0	100.00	0	470.49	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	1015	2214.18	218	2030	2308.86	114	1310.64	12181	8561.50	30
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	2405.10	102	4706	2405.10	51	.00	28243	25837.90	9
52-33	EMPLOYEE HEALTH CENTER	280	21.90	8	560	30.84	6	3329.16	3360	.00	100
52 **	OPERATING SUPPLIES	3648	4641.18	127	7296	4744.80	65	4639.80	43784	34399.40	21
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	208	.00	0	416	.00	0	.00	2500	2500.00	0
55 **	TRAINING	208	.00	0	416	.00	0	.00	2500	2500.00	0
56-15	IT-RELATED OPERATING EXP	66	.00	0	132	.00	0	546.83	800	253.17	68

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	66	.00	0	132	.00	0	546.83	800	253.17	68
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	36706	.00	0	57051	109760.00	192	21860.00	424100	292480.00	31
63 **	INFRASTRUCTURE	36706	.00	0	57051	109760.00	192	21860.00	424100	292480.00	31
64-00	MACHINERY & EQUIPMENT	22502	.00	0	45004	.00	0	270032.00	270032	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	.00	0	45004	.00	0	270032.00	270032	.00	100
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	163508	67787.46	42	309137	235446.74	76	365393.13	1944353	1343513.13	31
GRAND	TOTAL *********	163508	67787.46	42	309137	235446.74	76	365393.13	1944353	1343513.13	31

FY 2020 Budget by Classification Report - Summary Listing

11/30/2019

Target for November 2019 is 17%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 74,365	$ (74,365)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,626,828			$ 41,626,828	0%
REVENUE TOTALS	**$ 41,626,828**	**$ -**	**$ 74,365**	**$ 41,552,463**	**0%**
EXPENSE					
CAPITAL OUTLAY	$ 41,626,828	$ 1,344,386	$ 65,751	$ 40,216,691	3%
EXPENSE TOTALS	**$ 41,626,828**	**$ 1,344,386**	**$ 65,751**	**$ 40,216,691**	**3%**
REVENUE TOTALS	**$ 41,626,828**	**$ -**	**$ 74,365**	**$ 41,552,463**	**0%**
EXPENSE TOTALS	**$ 41,626,828**	**$ 1,344,386**	**$ 65,751**	**$ 40,216,691**	**3%**
	$ -	**$ (1,344,386)**	**$ 8,614**	**$ 1,335,772**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

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								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	27,183.32-		0	773.71		0	773.71-
10 02	INVESTMENT INTEREST	0	57,653.53		0	57,653.53		0	57,653.53-
10 *	INTEREST	0	30,470.21		0	58,427.24		0	58,427.24-
40 00	GAIN/(LOSS) SALE INVEST	0	10,701.29		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	5,236.80		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	15,938.09		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	46,408.30		0	74,365.33		0	74,365.33-
360 ***	MISCELLANEOUS REVENUES	0	46,408.30		0	74,365.33		0	74,365.33-
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
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,643,598	.00		5,190,851	.00		41,626,828	41,626,828.00
99 *	BALANCE FORWARD	3,643,598	.00		5,190,851	.00		41,626,828	41,626,828.00
389 **	NON OPERATING SOURCES	3,643,598	.00		5,190,851	.00		41,626,828	41,626,828.00
380 ***	OTHER SOURCES(NON-REV)	3,643,598	.00		5,190,851	.00		41,626,828	41,626,828.00
FUND TOTAL	WS CPTL PROJ 2018B	3,643,598	46,408.30	1	5,190,851	74,365.33	1	41,626,828	41,552,462.67

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	295.85	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	295.85	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	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 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	3643599	164442.20	5	5190852	65274.94	1	1344385.85	41626828	40217167.21	3
63 **	INFRASTRUCTURE	3643599	164442.20	5	5190852	65274.94	1	1344385.85	41626828	40217167.21	3
64-00	MACHINERY & EQUIPMENT	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 **	MACHINERY & EQUIPMENT	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
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3643599	164738.05	5	5190852	65570.79	1	1344385.85	41626828	40216871.36	3
GRAND	TOTAL *********										
		3643599	164738.05	5	5190852	65570.79	1	1344385.85	41626828	40216871.36	3

Legislation Details (With Text)

File #:	20-26	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/8/2020			**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:	November 2019 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2019
Agenda Date: January 8, 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, 2019. 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.

Change Orders - CM authorized to execute

applied to contingency | as of: 11/30/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager:		22,320.00	contingency authorized									
account #	421-4125-536.46-00	148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020			$ -		-			
	Contractor PO#											
		22,320	**^contingency balance-->**									
WS19CF	Groundwater Cal-Flo											
Op. Rev.		94,789.83	8/28/2019	2019-078								
Project Manager:		8,617.24	contingency authorized									
account #	421-4020-536-63-00	86,172.59	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Thompson Pipe			FY2019			$ -		-	$ 10,733.00		
	Contractor PO# 75111		*FY 19 PO ISSUE*		39044	10,733.00						
		8,617	**^contingency balance-->**									
WS19MH	Manhole Rehabilitation											
Op. Rev.		150,000.00	6/26/2019	2019-059								
Project Manager:		14,254.73	contingency authorized									
account #	421-4125-536.46-00	135,745.27	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Manhole Rehab Services			FY2019			$ -		-			
	Contractor PO#											
		14,255	**^contingency balance-->**									
WS19FR	Dyal Groundwater Filters 1 & 4											
Op. Rev.		569,880.30	6/26/2019	2019-056								
Project Manager:		51,807.30	contingency authorized									
account #	421-4020-536.63-00	518,073.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Water Sales and Service			FY2019			$ -		-			
	Contractor PO#											
		51,807	**^contingency balance-->**									
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager:		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,550,013.00	$ 170,144.00	$ 4,379,869.00	$ 4,550,013.00	$ 881,859.45	$ 616,134.43
	Contractor PO# 74150		CO#1		38708	4,379,869.00						
		289,558	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager:		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,159,239.19	$ 1,119,134.70	$ 1,159,239.19	$ 1,159,239.19	256,951.85	$ 699,622.09
	Contractor PO# 074042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond												
		71,809	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager:		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 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		v			
	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		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	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	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
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	FY18 cum	FY19 cum	FY20 cum		FY19
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		$ 98,983.65			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65			
			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		84,072.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06			
						(33,812.06)		2,872,062.03		84,072.06			
						(13.25)		2,872,048.78					
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1			
			CO#2 CDM SMITH			86,975.40							
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31				
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00			
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 #:	20-27	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/8/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November FY 2020 EXPENSE Budget Tracking Worksheet.pdf November FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2019
Agenda Date: January 8, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2020 thru November 30, 2019.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
4	Budget Amendments/Transfers		Division 1103 Total	$62,081	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
3	Budget Amendments/Transfers		Division 1600 Total	($3,368)	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 1601 Total	$32,000	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
7	Budget Amendments/Transfers		Division 2100 Total	$110,983	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
1	Budget Amendments/Transfers		Division 2101 Total	($2,438)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
1	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
1	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
5	Budget Amendments/Transfers		Division 3200 Total	$23,129	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 3205 Total	$59,000	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
4	Budget Amendments/Transfers		Division 3510 Total	$89,484	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 3550 Total	$5,071	
30	Total Budget Amendments/Transfers		**GENERAL FUND**	**$375,942**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
2	Budget Amendments/Transfers		Division 3240 Total	$300,172	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Total Budget Amendments/Transfers			**CDBG**	**$300,172**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3240 Total	$400,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$400,000**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3240 Total	$834,332	
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$834,332**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
6 Budget Amendments/Transfers			Division 3230 Total	$338,693	
6 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$338,693**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3230 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
4 Budget Amendments/Transfers			Division 3580 Total	$3,056,041	
4 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,056,041**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
5	Budget Amendments/Transfers		Division 3580 Total	$4,107,888	
	5 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$4,107,888**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
4	Budget Amendments/Transfers		Division 4010 Total	($135,795)	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.64-00	5,828			
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER		723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER		723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER		723
	421-4020-536.46-00	22,167			
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER		723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER		723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-4020-536.64-00	4,784	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4020-536.63-00	14,447			
16	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
5	Budget Amendments/Transfers		Division 4025 Total	$125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	191,490			
	421-4055-536.63-00	210,571			
11	Budget Amendments/Transfers		Division 4055 Total	$1,654,169	
4120 - WATER RECLAMATION					
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4120-536.63-00	542,514			
2	Budget Amendments/Transfers		Division 4120 Total	$652,757	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER		723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
6	Budget Amendments/Transfers		Division 4125 Total	$149,613	
44	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,968,053**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
7	Budget Amendments/Transfers		Division 3570 Total	$196,661	
7	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$196,661**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
2	Budget Amendments/Transfers		Division 4020 Total	$1,169,881	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
8 Budget Amendments/Transfers			Division 4055 Total	8,999,819	
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
5 Budget Amendments/Transfers			Division 4120 Total	2,890,092	
15 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**23,059,792**	

117 Transfers & Amendments between 10/1/2019 and 11/30/2019

FY 2020 TOTAL TRANSFERS & AMENDMENTS **37,185,062**

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 EXPENSE Budget Tracking Worksheet 1.imr ran by Database User ID: cocoath

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
4 Budget Amendments/Transfers			Division 0000 Total	$375,942	
4 Total Budget Amendments/Transfers			**GENERAL FUND**	**$375,942**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$300,172	
1 Total Budget Amendments/Transfers			**CDBG**	**$300,172**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$400,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$400,000**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$834,332	
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$834,332**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
2 Budget Amendments/Transfers			Division 0000 Total	$338,693	
2 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$338,693**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
2 Budget Amendments/Transfers			Division 0000 Total	$3,056,041	
2 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,056,041**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 0000 Total	$4,107,888	
2 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$4,107,888**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$2,968,053	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,968,053**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$196,661	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$23,059,792	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$23,059,792**	
21 Transfers & Amendments between 10/1/2019 and 11/30/2019					
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,185,062**	

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 Worksheet1.imr ran by Database User ID: cocoath

Page 2

Date: 1/2/2020