City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, December 13, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-715 Approve the Agenda for the Regular meeting of December 13, as presented or with amendments.

Attachments: 12-13-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-726 Approve the Minutes of the Regular meeting of October 11, 2022, as written or with amendments..

Attachments: 10-11-2022 Minutes ADA.pdf

EXHIBIT A: Presentation by Brevard County Public Schools.pdf

II.2(b) 22-725 Approve the Minutes of the Emergency Meeting of November 8, 2022, as written or with amendments.

Attachments: 11-08-2022 Emergency Meeting Minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-690 Presentation to Chief Collier by the Central Brevard NAACP

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 22-644 Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St.

Attachments:
Change order no 1 Abington.pdf
1113 Abington St - CONSTRUCTION AGREEMENT SHIP and CDBG.pdf
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-013-A-CDBG-Change Order for 1113 Abington Way (12-13-22) Agenda

V.2 22-656 To Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute.

Attachments:
02_05_2020 Agreement for Continuing Engineering Services for Water System.
1st Amendment RFQ 20-03_10-27-22.pdf
COI Jacobs Exp 7-1-23.pdf

V.3 22-716 Approval of the requested Pay Plan changes for Fiscal Year 2023.

Attachments:
DRAFT FY 2023 Pay Grades and Pay Plan (12-13-2022).pdf

V.4 22-724 To Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A.

Attachments:
Master Bid Tabulation Sheet (B-23-09-COC).pdf
B-23-09-COC Notification of Intent to Award.pdf
B-23-09-COC Construction Agreement.pdf
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-022-A-UT-Chlorine Tank Replacement (12-13-22) Agenda 22-724.pdf
Wewahootee Contingency Resolution.doc

V.5 Item to be added.

MULTI-YEAR CONTRACTS:

V.6(b) 22-661 To Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of $4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT.

Attachments:
- COI-Atlantic Exp 4-18-23.pdf
- Contingency Resolution.doc
- WS21SC Quote Tabulation Sheet.pdf
- Proposal Bid Submittal
- TO - ATLANTIC 2023-07 $4,399,523.54 (12-13-22) UT-ENGR.pdf
- Budget Resolution FY23.docx
- BAF 23-026-PT-UT-SeaRay Bridge 36in Water Main (12-13-22) Agenda 22-661

V.7(b) 22-662 To Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract.

Attachments:
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- TO 2023-29 Sea Ray Drive_Sykes Creek WM Crossing SDC_Rev1.pdf
- TO-JACOBS 2023-29 $124,519.00 - UT-ENGIN.pdf.pdf
- COI Jacobs Exp 7-1-23.pdf

V.8(b) 22-718 Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal.

Attachments:
- ASE66 Letter for Renewal.pdf
- w37502023_v001 Renewal ASE66.pdf
- ASE66 Exhibit A - Resolution.docx
- ASE66 Exhibit B.pdf
- ASE66 Exhibit C.pdf
- 244348 MOA Cocoa.pdf
- 244348 MOA SA #1 Cocoa.pdf

VI. PUBLIC HEARINGS:

VI.1 22-596 Recommendation for the City Council to adopt on Second and Final Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230.

Attachments:
- Ord 10-2022 CBD Conforming Amendments 125 DU Acre (2).pdf
- 125 DU lots (1).pdf
- CWOD Regulating Plan Map 4-13-2021 (1) (7).pdf
- CTY. COCOA 22-01ESR (A).pdf
- Cocoa 22-01ESR Ack letter.pdf
- LEGAL ADS - October 11 and 25.docx (6).pdf
- Legal Ad 12-13.pdf

VI.2 22-666 Consideration of Ordinance 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts.

Attachments:
- Ord 15-2022 C-C and Overlay Uses.pdf
- Exhibits - C-C Engraving and Craft Brew.pdf
- Legal Ad Proof - LPA and CC.pdf
- Legal Ad.pdf
- Legal Ad 12-13.pdf

VII. COUNCIL BUSINESS:

VII.1 22-645 Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board. .

Attachments:
- lein reduction.pdf
- Staff Report for Lien Reduction-1301 Jackson St.docx
- Cost Affidavit Form -1301jack.xlsx
- BCPA - 1301 Jackson Street.pdf
- 1. NOV - 1301 Jackson street.docx
- Board Order CE-20-1347.docx
- lienorder1301Jackson.pdf

VII.2 22-647 Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code Board reduced the amount to $0 due to several issues with the Code case including the violator's date of compliance.

Attachments: LIEN REDUCTION APPLICATION.pdf
Staff Report for Lien Reduction.docx
Cost Affidavit Form -1050olive.xlsx
BCPA.pdf
Violation detail .pdf
Finding of Fact.pdf
Order Imposing.pdf
Time Line For 1050 Olive.docx
Fact Sheet.pdf
Letter Wrong Address.pdf
Minutes 10-15-2009.pdf
Notice of Hearing 10-2-2009.pdf
Property Owner Notice .pdf
Minutes 5-19-2011.pdf
Notice of NonCompliance 3-4-2010.pdf
Notice of Non Compliance 4-27-2011.pdf
Lien Reduction Minutes 10-20-2022.pdf

VII.3 22-663 Approve the requested 2023 street closures in association with the proposed Special Events.

VII.4 22-723 Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole.

Attachments: Resolution No. 2022-128 (Temporary Waiver of Building Permit Fees).docx

VII.5 22-714 City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023.

Attachments: 12_14_2021 Journal.pdf
Appointment of League Voting Delegate Director Form 1 (002).pdf

VII.6 22-631 Consider the Appointment of Nicholas Boardman, Josue Otero or Lisa Chance to fill a Regular member seat and two Alternate member seats.

Attachments: Code Enforcement Board Roster.pdf
Boardman Application.pdf
Chance Application.pdf
Otero Application.pdf

VII.7 22-721 Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025.

Attachments: Planning & Zoning Roster.pdf

VII.8 22-730 Consider the Appointment of Four of the Following Applicants to Fulfill Vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Celeste Corrado, Frank Manfredi, Wesley Park or Katherine Stewart.

Attachments: Planning & Zoning Roster.pdf
Barton Application.pdf
Burgess Application.pdf
Carter Application.pdf
Corrado Application.pdf
Manfredi Application.pdf
Stewart Application.pdf
Park Application.pdf

VII.9 22-731 Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026.

Attachments: Roster- Housing Authority of the City.pdf
Florida Statute 421.05.pdf
Cole, Thomas Board Application-revised.pdf

VIII. CITY BUSINESS:

VIII.1 22-667 Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

Indexes: Pension

Attachments: Ordinance No. 16-2022 Police Pension Plan Pre-Retirement Death (First Readi
Cocoa_Police_No_Impact_Letter_Pre-Retirement_Death_Amendment.pdf
Letter to Whitten.pdf (00223533xBC171).PDF

VIII.2 22-706 Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in and around the pool, basketball court and parking areas.

Attachments: Budget Resolution FY 2023- ADA Compliant.docx

BAF 23-023-T-CD-JLS Cameras GF Portion (12-13-22) Agenda 22-706.pdf

VIII.3 22-717 Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400.

Attachments: 120522 - TSI Disaster - $82,000.pdf

Construction Contingency Resolution.docx

Bid Tabulation Sheet.pdf

IX. INFORMATIONAL AGENDA:

IX.1 22-671 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 10/31/2022.

Attachments: PO Monthly Report to City Council 10.01.22 thru 10.31.22.pdf

IX.2 22-722 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 11/30/2022.

Attachments: PO Monthly Report to City Council 10.01.22 thru 11.30.22.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. 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.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item 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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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 #:	22-715	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/29/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 13, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-13-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 13, 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 December 13, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: December 13, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of December 13, 2022. (22-715)

2. Minutes: (a) Regular Meeting of October 11, 2022 (22-726)
(b) Emergency Meeting on November 8, 2022 (22-725)

III. Awards and Presentations:

1. Presentation to Chief Collier by the Central Brevard NAACP. (22-690). (Clarence Whipple, Jr., President)

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.

This Agenda may be Amended up until or at the Meeting

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St. (29-644). (Community Services Director)

2. Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute. (22-656). (Utilities Director)

3. Approval of the requested Pay Plan changes for Fiscal Year 2023. (22-716). (Administrative Services Director)

4. Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A. (22-724). (Utilities Director)

5. Item will be added.

(B) Multi-Year Contracts:

6. Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of

$4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT. (22-661). (Utilities Director)

7. Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract. (22-662). (Utilities Director)

8. Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal. (22-718). (Public Works Director/Interim Growth & Economic Development Director)

VI. Public Hearings:

1. Recommendation for the City Council to adopt on Second and Final Reading of Ordinance No. 10-2022: an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. (22-596). (Public Works Director/Interim Growth & Economic Development Director)

2. Consideration of Ordinance No. 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts. (22- 666). (Public Works Director/Interim Growth & Economic Development Director)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board. (22-645). (Chief of Police)

2. Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code

Board reduced the amount to $0 due to several issues with the Code case including the violator's date of compliance. (22-647). (Chief of Police)

3. Approve the requested 2023 street closures in association with the proposed Special Events. (22-663). (Asst. to the CM/ PIO)

4. Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole. (22-723). (Community Services Director)

5. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023. (22-714). (Administrative Services Director)

6. Consider the Appointment of Nicholas Boardman, Josue Otero or Lisa Chance to fill a Regular member seat and two Alternate member seats. (22-631). (Administrative Services Director)

7. Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025. (22-721). (Administrative Services Director)

8. Consider the Appointment of Four of the Following Applicants to Fulfill Vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Celeste Corrado, Frank Manfredi, Wesley Park or Katherine Stewart. (22-730). (Administrative Services Director)

9. Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026. (22-731). (Administrative Services Director)

VIII. City Business:

1. Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (22-667). (Administrative Services Director)

2. Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in and around the pool, basketball court and parking areas. (22-706). (Community Services Director)

3. Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400. (22-717). (Public Works Director/Interim Growth & Economic Development Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 10/31/2022. (22-671). (Finance Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 11/30/2022. (22-722). (Finance Director)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend in person. 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. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

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

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

This Agenda may be Amended up until or at the Meeting

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item 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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-726	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/2/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 11, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-11-2022_Minutes ADA.pdf EXHIBIT A: Presentation by Brevard County Public Schools.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 11, 2022, 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 Regular meeting of October 11, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 11, 2022

A Regular City Council Meeting was held on Tuesday, October 11, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Three Cocoa Pastors provided the invocation and several V-Cops led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Bryant Smith, Public Works Director/Acting Growth & Economic Development Director; Commander Tony Marchica, Cocoa Police Department; Commander Pat Dovale, Cocoa Police Department; Erik Montgomery, Helpdesk Support Tech; and several members of the Cocoa Police Department.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 11, 2022. (22-593)

2. Minutes: n/a

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to Amend the Agenda to Remove Item III.1, a presentation by Cocoa High School as they cannot attend tonight's meeting and will reschedule their presentation. Amend Consent Item V.6 (File ID 22-617), to include C & D and mixed waste per both contracts. There will be no additional budgetary impacts. Lastly, add City Business Item VIII.1 (22-624), which is an emergency item regarding repairs at the Dyal Water Treatment Plant. This will make the item under Multi-Year Contracts VIII.1(b).**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

~~1. Presentation by Cocoa High School. (22-558). (Mark Carstens, Cocoa High School Athletic Director)~~

- **This item was removed from the agenda.**

2. Presentation by the Brevard County School Board. (Sue Hann, Assistant Superintendent of Facilities)

Sue Hann with Brevard County Schools, provided a presentation[1] in regards to the millage rate being proposed on the ballot in the upcoming election. She advised that she was thankful for the City being a leader in the County for its partnership with the school board.

The item on the ballot would increase the millage by 1 mill for four years. She explained in furtherance what the increase would do and why it was being requested.

Mayor Blake noted for the record that Superintendent Mullins would not receive a pay increase from this and it will go directly to those programs noted in the

[1] EXHIBIT A: Presentation by Brevard County Public Schools

presentation. He thanked her for attending the meeting and for the precise presentation.

3. Proclamation: Proclaiming the month of September 15-October 15, 2022 as: "Hispanic Heritage Month". (22-600). (Deputy Mayor Hearn)

Deputy Mayor Hearn read the proclamation into the record. A representative, Samantha Rosario, received the proclamation and thanked the City. She spoke about this years' theme and noted it was their 25th anniversary.

4. Proclamation: Proclaiming the month of October 2022 as "Cybersecurity Awareness Month". (22-613). (Chief Technology Officer)

Rob Beach, Chief Technology Officer, read the proclamation into the record.

IV. Delegations:

Clarence Whipple, Jr. Cocoa resident, spoke on behalf of his family, as a citizen, and as President of the Central Brevard NAACP. He wanted to show support for the Mayor, City Manager and the Chief of Police, all who are of African American descent. He was supporting the Police Chief as there was too much bad publicity that he does not deserve. He loves what the Chief has done in the community and thanked all of them for the job they are doing.

Paul Kamus, Cocoa resident, mentioned the new fire truck that is on its way to be built. He felt they needed a booster reel on the truck and if anyone wanted to speak with him about it they could give him a call.

Rev. J.B. Dennis, National Action Network, Cocoa, mentioned the racist opinions that are a distraction to businesses. He was thankful for Resolution No. 2018-097 regarding the Police Advisory Board and spoke about issues with prior police chiefs. He felt that the distraction of the police union was not working. He believes the Police Chief will retire in Cocoa and the Union's vote of no-confidence would be rescinded.

Aleck Greenwood, 640 Brevard Avenue, showed a framed photo of a card table that he was donating to the City. It was from 1892-1893. The table will be donated to the Florida Historical Society. He has donated four other framed photos of the City prior to this.

Pam Shaia, Cocoa business owner, spoke on behalf of the Historic Cocoa Village Main Street, noting that the Village is high density and the challenges vary day to

night. They work very closely with the Cocoa Police Department, who provides programs and education to the merchants on how they can protect themselves in the Village. Within the past year they have seen a reduction in the areas of concern due to the proactive policing.

Bobby McCulley, with Matthews Hope, shared information on Hurricane Ian. He stated that they housed about sixty people and could not have done it without the help of the Cocoa Police Department and the community. They were very appreciative of that.

Meredith Lidstone, Cocoa resident, asked what kind of team Cocoa is as she sees two type of teams. Issues from the City have been on Facebook and she believes that if she were a member of Team Cocoa she would think there was a problem with the amount of turnover and the reports of the IA supervisor. She felt that burying things was not the right way to handle it.

Kathy Hamilton-Brown, Cocoa resident, has lived in Cocoa for fifty-two years. She was on the committee to hire the Police Chief and they narrowed it down to five. Chief Collier was one of the five. The committee was a diverse ethnic group and they chose the right person to bring to the City. There are going to be trials and tribulations, but she thanked the Chief for doing a great job this last year. She further thanked him for the community walks he does. You cannot please everyone but you have to reflect on what you do.

George Brown, Jr., Cocoa, has lived in Cocoa for forty-eight years and feels it is a good place to live. He provided a history of the area he lives in and explained how it was back then compared to today. He has never had any problems because there is respect. He believed the choice of the Police Chief was the right one and whether you like it or not he is the boss. He believed things could be worked out.

Kevin Rude, owner of Motor Works (across from the Police Department), in Cocoa, stated there was a business next to him who was putting up a fence due to crime. There are massive amounts of drugs and needles and they had to move the dumpster to the back. They can see the homeless from their showroom. The crime in the City has gone up and has gotten worse since he bought the building in 2015. These are serious times and he felt you lead from the top down.

Brenda Fox, Cocoa resident, mentioned the meaning of “No-Confidence” and asked if they looked at the Police Chief’s credentials. It sounds more like personal dislikes. Officers are supposed to be professional and are hired to serve and

protect the citizens of Cocoa. She mentioned the friendships with the previous chief and now that there is a new chief some are having to work harder. There is a new Chief with new policies and new expectations.

Robert Johnson, Cocoa resident, is a missionary and wanted to speak to the heart of everyone. They called on the Chief to be a change maker and that is what he is doing because there are problems here. He grew up here and spoke about past problems in the City. It is a toxic atmosphere. Some do not want change due to their sense of entitlement and they do not want accountability.

* **Motion by Councilmember Dyal; Seconded by Mayor Blake, to extend Delegations for thirty minutes.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Janis Smith, Cocoa resident, mentioned development and that some people do not want change. She spoke about clear-cutting and building in low lying areas and the flooding that could happen in those areas. The properties in question are on SR 524.

Donna Kettner, owner of Green Apples in Cocoa, spoke about the second and final reading of Ordinance No. 07-2022 and of the outcome of the meeting on March 22, 2022. She was at the meeting and there were a lot of people against the ordinance. She wished that when a big project like this becomes the future of the downtown there would be more meetings to go over things more thoroughly. Additionally, she mentioned that she is paying to park as there is no parking in the downtown.

Anita Gibson, Cocoa resident, voiced her support of Chief Collier. She stated that the crime rate was down and crime stats say it is down. She cannot fathom that if a business owner had a problem they cannot speak with the Chief. She hoped that in the future the Police Department comes together as one. She has requested a Cold Case Unit and understands that this will take time to develop. She feels comfortable with what the Chief has done with her personal case and it shows that he cares.

Dick Bankhead, Cocoa resident, challenged everyone to pull up Cocoa's crime rates when they get home tonight. You will see that they live in a very dangerous place and it is very serious. However, it was like that before and that is why they

tried to make a change. He also served on the hiring committee with Ms. Hamilton-Brown and they worked hard, as they were looking for the best person. One of his own conditions was to not color their skin and all five were excellent candidates. He believes the right choice was made. This year the crime rate was down by 14%.

Tammie Hilton, Rockledge resident, takes care of a lot of people in the City as a home health nurse. She has also been involved with the Cocoa Police Department for about eight years. In the past there were death threats to officers and she has watched officers not being family, become family. She has also watched officers pray together before leaving the Police Department because they were afraid for their lives. She does not know the Chief but knows of the changes she is seeing. She is the one that the Chief should be mad at and provided Council with a packet of information earlier in the day in regards to the Chief.

Terrence Thomas, Cocoa resident, was glad for the new Chief and feels he has been fair. He grew up here and the crime rate is down. He believes the department needs to come together with citizen patrols, and they should all come together in support of the Chief.

Pastor Steve Brock, shared a story about a person who was killed in police custody in Mississippi. His mother had been killed in police custody eleven years prior. There are always issues in the black community. He stated that he met the incoming Police Chief and felt that he has gone above and beyond to do things necessary to ensure citizens that they have a police department they can trust and that is supported due to the leadership and accountability they have been held to. People do not like change and they do not like leadership or to be held accountable.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Task Order 2023-31 with Carollo Engineers, Inc. to Prepare and Submit the Sellers Water Reclamation Domestic Wastewater Permit Renewal; Approve a Budget Resolution, Amending the FY2023 Budget, BAF #23-004-T in the amount of $50,913.68. (22-549). (Utilities Director)

2. Approval of an Agreement between the School Board of Brevard County, the Sheriff of Brevard County and the City of Cocoa for the Provision of Direct Radio Communication and Dispatch Services. (22-587). (Chief of Police)

3. Approval for the Mayor to sign the City's Tree City Application. Authorize the City Manager as the Mayor's designee to sign all subsequent Tree City Applications. (22-589). (Public Works Director/Interim Growth & Economic Development Director)

4. Approve and authorize an Exemption to Competitive Purchasing for the annual renewal of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite. (22-592). (Chief Technology Officer)

5. Approve a Budget Resolution adjusting the FY23 Budget, BAF# 23-009-T1&2, Transferring funds from the Growth and Economic Development Department to the Information Technology Department to fund the transfer of a GIS Analyst Specialist position from Growth and Economic Development to Information Technology. (22-611). (Chief Technology Officer)

6. Authorize the City Manager to issue the Notice to Proceed and issue Purchase Orders of $150,000 to Thompson Consulting Services, LLC. and $150,000 to CrowderGulf Joint Venture, Inc. for vegetative storm debris monitoring and removal. Authorize the City Manager to issue a total change order amount not to exceed $200,000 to be shared between both contractors, as needed. (22-617). (Public Works Director/Interim Growth & Economic Development Director)

(B) Multi-Year Contracts:

7. Approve participation in a Multi-Year Cooperative Purchasing Contract of the School Board of Brevard County (Brevard County COOP) for the purchasing of petroleum products utilizing contract number ITB 22-934-B-WH: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign any contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city-wide fuel purchases FY23, and throughout the duration of the contract term, pending future budget approvals. (22-602). (Public Works Director/Interim Growth & Economic Development Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Ordinance No. 14-2022/ First Reading: An Ordinance of the City Council of the City of Cocoa, Brevard County, Florida; Amending Chapter 8 -Community Redevelopment; Adopting an Amendment to the Cocoa Redevelopment Agency Redevelopment Plan to Authorize the City and Agency to Establish and Implement a Community Policing Program; Providing for the Repeal of Prior Inconsistent Ordinances and Resolutions, Incorporation into the Code, Severability, and an Effective Date. (22-573). (Community Services Director)

It was pointed out that this item was also brought forward to the Planning & Zoning Board to ensure consistency with the Comprehensive Plan.

Attorney Garganese read Ordinance No. 14-2022 into the record, by title only, as follows. He noted this is first reading and the Cocoa CRA has recommended an amendment to their Plan, which has to be presented to both the City Council and Local Planning Agency.

ORDINANCE NO. 14-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Neuterman spoke about the previous approvals and advised that this will come back for second reading at the meeting on October 25, 2022.

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

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 05-2022/2nd & Final Reading: Comprehensive Plan Text Amendment - Second and Final Reading of Ordinance No. 05-2022 of the City of Cocoa, Brevard County, Florida readopting a Private Property Rights Element pursuant to Section 163.3177, Florida Statutes. (22-577). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese read Ordinance No. 05-2022 into the record, by title only, as follows. He advised this was the second and final reading of the ordinance and he advised that this is the adoption hearing for this amendment. He provided a brief history of the Florida Legislature's change that requires cities to have a Property Rights Element.

ORDINANCE NO. 05-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE TEXT OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A PROPERTY RIGHTS ELEMENT AS REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS INCLUDING ORDINANCE NO. 15-2021, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

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

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 07-2022/2nd & Final Reading: Consideration of a Comprehensive Plan Text Amendment: Second and Final Reading of Ordinance No. 07-2022 to create a comprehensive plan policy in the Future Land Use Element authorizing the City Council to approve by development agreement residential densities of up to 125 dwelling units per acre related to vertical mixed use projects within a very limited geographical area of approximately 4.5 acres, more or less, and designated mixed use on the future land use map and designated a Cocoa Village Subdistrict with a commercial/mixed use large (cl) building type on the Cocoa Waterfront Overlay District Regulating Plan; under certain terms and conditions deemed

necessary and acceptable to the City Council by development agreement. (22-575). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese read Ordinance No. 07-2022 into the record, by title only, as follows. He advised this was the second and final reading of the ordinance. He noted this was the final reading and adoption reading. This was transmitted to the Department of Economic Opportunity for review and the City received no comments from the agency. This ordinance only addresses maximum densities on just the limited properties identified.

ORDINANCE NO. 07-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AND MORE SPECIFICALLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF AFFECTED REAL PROPERTY OF APPROXIMATELY 4.5 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED USE LAND USE ON THE FUTURE LAND USE MAP AND DESIGNATED COCOA VILLAGE SUBDISTRICT WITH A COMMERCIAL/MIXED USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; PROVIDING FACTORS TO BE CONSIDERED BY CITY COUNCIL WHEN CONSIDERING WHETHER TO APPROVE SUCH PROJECTS BY DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECT.

Mr. Smith added that this just addresses the densities and does not affect hotels, etc. and is limited to the areas depicted on the map shown. Each project will have a specific review when they come in and will require a Development Agreement, staff review, Planning & Zoning Board approval as well as Council approval. The height restriction comes in with the next item.

Councilmember Koss noted that Ms. Kettner mentioned this item and that there was overwhelming support for this at the March 22, 2022 meeting. She was also there and felt it was mixed support. She believed this is turning point and they needed to acknowledge the change. She moved here and knows many of her constituents moved here due to the charm of the Village. She has lived in big cities and scale makes a difference.

Mayor Blake opened the hearing to the public.

Cole Oliver, Cocoa resident, spoke in favor of this item, although he knows that density causes concern. However, it provides flexibility to take projects by merit as they all still have to come back to Council. He has faith in them to judge each project by their merits and to hold those accountable that the projects fit what they are looking for.

Mac Osborne, owner of Travis Hardware, Cocoa, stated his family business has been here since 1885 and he has never seen this. People have been wanting to buy his property forever and he has said no. He has a problem when someone wants to come to the Village and develop straight up. Additionally, there is no parking.

Donna Kettner, Cocoa resident, was not against development but was against poor and ugly development. She believed that going eight stories high in the Village would kill it. She urged Council not to sell the Village to developers and to not change the interior part of the Village, as it is a jewel.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the item, for discussion.**

Brief discussion was held on parking issues in the Village.

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

4. Recommendation for the City Council to adopt on First Reading an amendment to Appendix A, Article XI, Section 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to

vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. (22-578). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese read Ordinance No. 10-2022 into the record, by title only, as follows. This is first reading and is a housekeeping ordinance since Council adopted Ordinance No. 07-2022.

ORDINANCE NO. 10-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese noted this ordinance makes reference to the Comp Plan amendment adopted in Ordinance No. 07-2022. He reiterated this is just a house keeping ordinance in order to reference in the CBD Zoning District.

Councilmember Koss questioned the hotel properties and their height level. Mr. Smith noted the hotel was already an approved use and this is residential. Councilmember Koss stated she is not against tall buildings and in the right location, they are great, her issue is where they put them.

Mayor Blake opened the hearing to the public.

Pam Shaia, Cocoa business owner, asked the location of the project. In response, Mr. Smith showed the map of the properties and explained that these are not specific projects but if something comes in these are comp plan issues that would need to be reviewed.

Cole Oliver, Cocoa resident, reiterated his comments on the prior item and applauded Council for considering this.

There being no further response, the public portion of the hearing was closed.

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

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

VII. Council Business:

1. Approval Resolutions No. 2022-105 and 2022-106, extending the declaration of emergency previously approved by the City Council pursuant to Resolution No. 2022-99 due to Hurricane Ian, retroactively, through October 14, 2022. (22-616). (Finance Director)

Ms. Bowman and Attorney Garganese explained the need of these resolutions and what the Resolutions entailed.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve Resolution No. 2022-105.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve Resolution No. 2022-106.**

A**YES: Blake, Hearn, Dyal, Goins, Koss**

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. To Approve a Resolution Waiving the Competitive Bidding Process for the Purposes of Making Sole Source Purchases from Logan Diving and Salvage, Jacksonville, Florida, Atlantic Development, Cocoa, Florida, J. McKinnon, S&L Materials and DRMP, Inc. and Formaster to perform Emergency Assessments, Repairs Service and Materials to the Well Field Raw Water Pipes located on Weewahootee Road Project # ES22IN, and to approve a Resolution Amending the

FY2023 Budget to Reallocate $429,872 from the 39-00 Contingency Account to the Hurricane Ian Account (421-4011-525-46.00). (22-624). (Utilities Director)

Mr. Walsh explained the item and noted that resolutions were being approved to make sole source purchases from at least five different vendors, as well as amending the budget to make repairs due to the hurricane. While the hurricane did not do much, it did flood out the wellfield at the Weewahootee Plant. Pipes were exposed but they did not break and he explained what they had to do to fix the problem very quickly. His goal was to stabilize the pipes and the second part of the emergency was explained in detail and was being done in order to protect the system.

* **MOTION by Mayor Blake; Seconded by Deputy mayor Hearn, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Bi-Weekly Update Report: September 22-October 6, 2022. (22-615). (City Manager)

X. Reports:

Gregg Stoll provided information on the Space Coast TPO Citizens Advisory Committee representative. He shared that they have developed a Transportation Resiliency Master Plan and he explained in furtherance the plans' purpose. A short video was shown as well that was done by the TPO.

City Manager Whitten announced that the 29th Annual Freedom Fund Banquet will be held on November 5th. The City has one table budgeted as well as an ad for the program. There are five tickets for the event. He asked that Council let the City Clerk know if they plan to attend.

Chief Lamm provided an update Hurricane Ian and advised that we were blessed but the City did receive some damage. They assessed on Friday morning after

the storm and there was about a half a million in damages. It was further announced Brevard County would be receiving FEMA funding. There was standing water but nothing like Hurricanes Matthew and Irma. They will continue to monitor where the City is at in regards to emergency management and will report back to them as they move through the FEMA process.

Mayor Blake gave kudos to the Police and Fire Departments and all of the employees of the City, as he rode around with Lt. Dellatorre. Streets were clear and he thanked everyone, including citizens, for being proactive in the cleanup.

There is a Chief's Walk on Thursday, October 13, near A, B & C Street in District 2.

Councilmember Koss spoke about the Resiliency Plan and the flooding on Indian River Drive where about five homes were underwater for five days. This was a surge and is different than stormwater. It is a different situation than in other parts of the City.

She mentioned her attendance at an event by the Space Coast Economic Development Commission along with the Mayor today where they took part in a branding exercise. It was fun and called "Community Conversations". The information collected from the conversations and surveys from citizens will be divided into six focus groups to determine their brand.

In closing, she announced that the District 4 Town Hall meeting will be next Tuesday, October 18, 2022 at 6 pm at the Florida Solar Energy Center on Clearlake Road. It will be a no campaign zone.

Deputy Mayor Hearn attended an event at St. Marks called "River Kids" with Councilmember Koss. They took a lot of the younger kids to the river and they did a lot of experiments with the Lagoon. It was educational and they will continue this on a monthly basis.

He spoke about a modular unit at Endeavor for the Brevard Health Alliance. For the first couple of years it will be used for students and staff but in the future would be open to the community.

He shared that this Saturday he would be on Indian River Drive cleaning up the area as there is still a lot of debris. Anyone interested in joining him may do so and he will start around 8:00 a.m.

Councilmember Dyal appreciates the City staff for all they do.

He also asked about the timetable for the hotel. In response, City Manager Whitten stated that they had talked with Mr. Brown earlier in the day regarding the letter of credit, financing documentation and the bond for the contractor. There is no completion of any of those but they meet on Thursday for the bond document.

Councilmember Goins gave a shout out to Alliance for Neighborhood Restoration, Emma Jewel Charter Academy, the Police Department, and all others who stepped up for the National Night Out event. It was great and went well considering it happened so close after the hurricane.

He mentioned the gentlemen who spoke under Delegations from the Motor Works business and noted he would go by there tomorrow. Chief Collier advised that they were not aware of this and assured Council someone from the Police Department would go by as well.

Councilmember Goins believes that crime is not just a Cocoa thing. He mentioned a few organizations that came out this past weekend to feed and clothe the homeless. As a community everyone must step up and help. It is one thing to complain about the problem but you also have to get out and do the legwork. Everyone can do things better but it is up to the community as well.

He echoed the Mayor's comments about the staff and citizens work prior to the hurricane. They appreciate staff and what they do.

Councilmember Goins asked for a consensus from Council to request two extra tickets for the NAACP banquet.

* **CONSENSUS AMONG COUNCIL TO REQUEST TWO EXTRA TICKETS FOR THE 29TH ANNUAL FREEDOM FUND BANQUET ON NOVEMBER 5, 2022.**

Mayor Blake showed photos from Jefferson Middle School where he attended the Tied Together Event. They taught kids how to tie a tie and how to give a person a firm hand shake.

He spoke of a meeting with the Brevard Homeless Coalition and gave kudos to all of them. He further mentioned his attendance at the branding event with Councilmember Koss.

Mayor Blake mentioned that he is reaching out to the Mayors of each community as well as Florida League of Cities to see how they can help kids in the cities that were deeply impacted by the hurricane in south Florida. They are working diligently to provide them with material things.

Mayor Blake thanked the Chief of Police for fixing the traffic light issue on Lake Drive.

In closing, he provided kudos to FPL as well as all other organizations who participated in the storm. He believes in Cocoa and Team Cocoa. He thanked everyone for what they do.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Regular meeting of October 11, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:57 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Strengthening Brevard's Future Together



Our Mission

TO SERVE EVERY STUDENT WITH EXCELLENCE AS THE STANDARD

Brevard Public Schools

WHO MAKES BPS GREAT!



Teachers – 4,009



Cafeteria Workers – 485



Instructional Assistants – 845



Bus Drivers – 275



Social Workers – 53



Custodial Staff – 604



ESE Specialists – 71



Media Specialists – 84

WHAT DOES BALLOT LANGUAGE SAY?

AD VALOREM MILLAGE TO INCREASE TEACHER PAY AND OTHER PURPOSES:

For increasing teacher and staff pay, funding for technical training for students, and other similar purposes, shall the School District of Brevard County authorize a one mill ad valorem millage for four years to ensure student achievement, recruit and retain teachers and staff with competitive salaries, and distribute funds as statute requires to charter schools based on their proportionate share of district enrollment, with all expenditures to be reviewed by an independent Citizens' Oversight Committee.

WAGE COMPRESSION

- **Teacher Salary Increase Allocation (TSIA) – Governor DeSantis Initiative**
- **Starting Teacher Pay Increased to $48,725 for 2022-23 School Year**
- **Average Teacher Pay: $51,599; 48th in the US***

  Source: FLDOE PK-12 Public Schools Data Publications and Reports

- **Voters Approved Minimum Wage Increase to $15.00 –**

  Effective October 1 / BPS Implemented August 30 (retro through July 1)

CHALLENGE: FINDING FUNDS TO EASE WAGE COMPRESSION

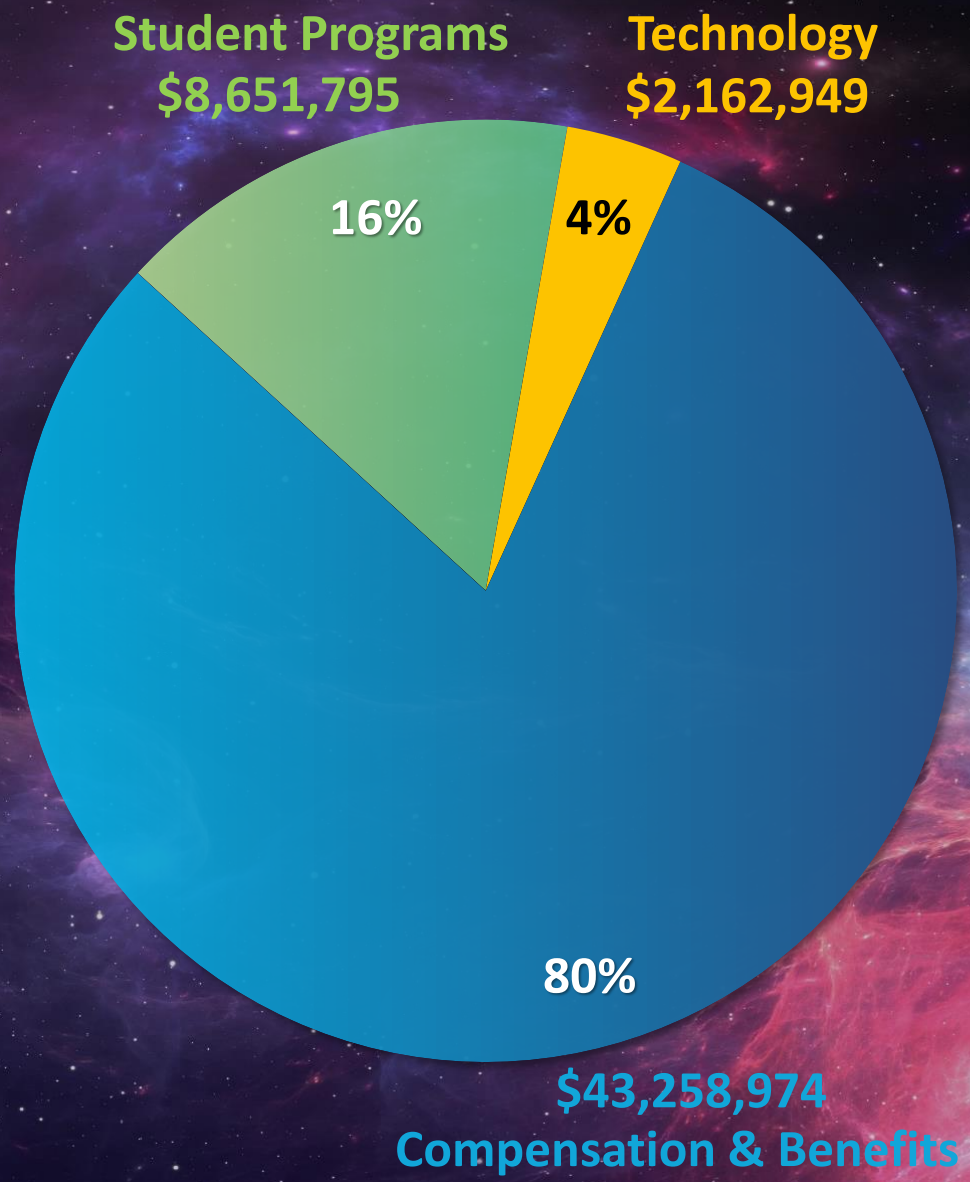
HOW WOULD THE MONEY BE USED?

- 80% Employee Compensation
- 20% Student Programs

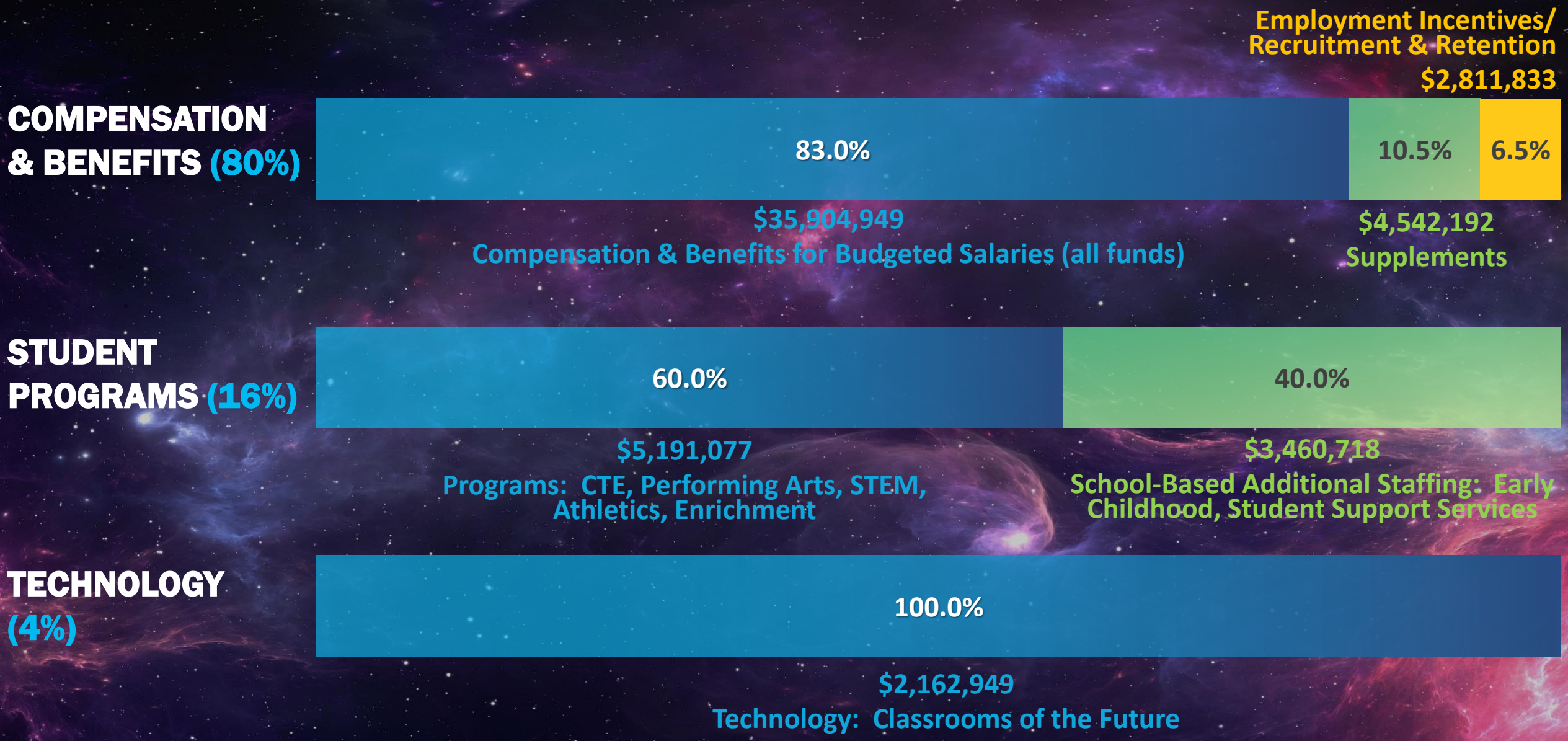


ALLOCATION OF BPS MILLAGE REVENUE

- Compensation and/or benefits for teachers and all employee groups
- Student program development, access, expansion and/or support
- Technology – Advancement of the Classroom of the Future initiative



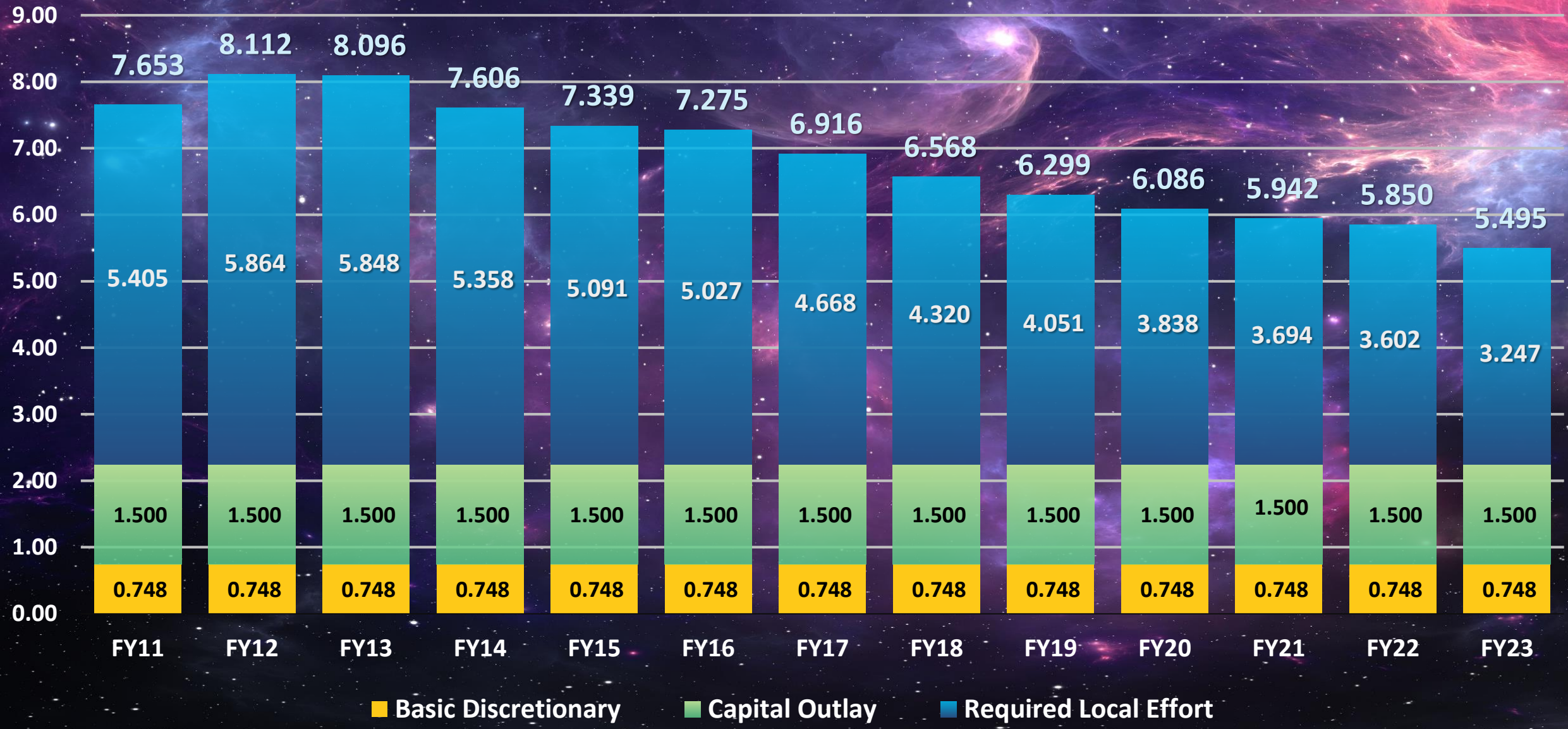
"THE PLAN": ALLOCATION OF BPS MILLAGE REVENUE



BREVARD'S SINGLE-FAMILY HOME

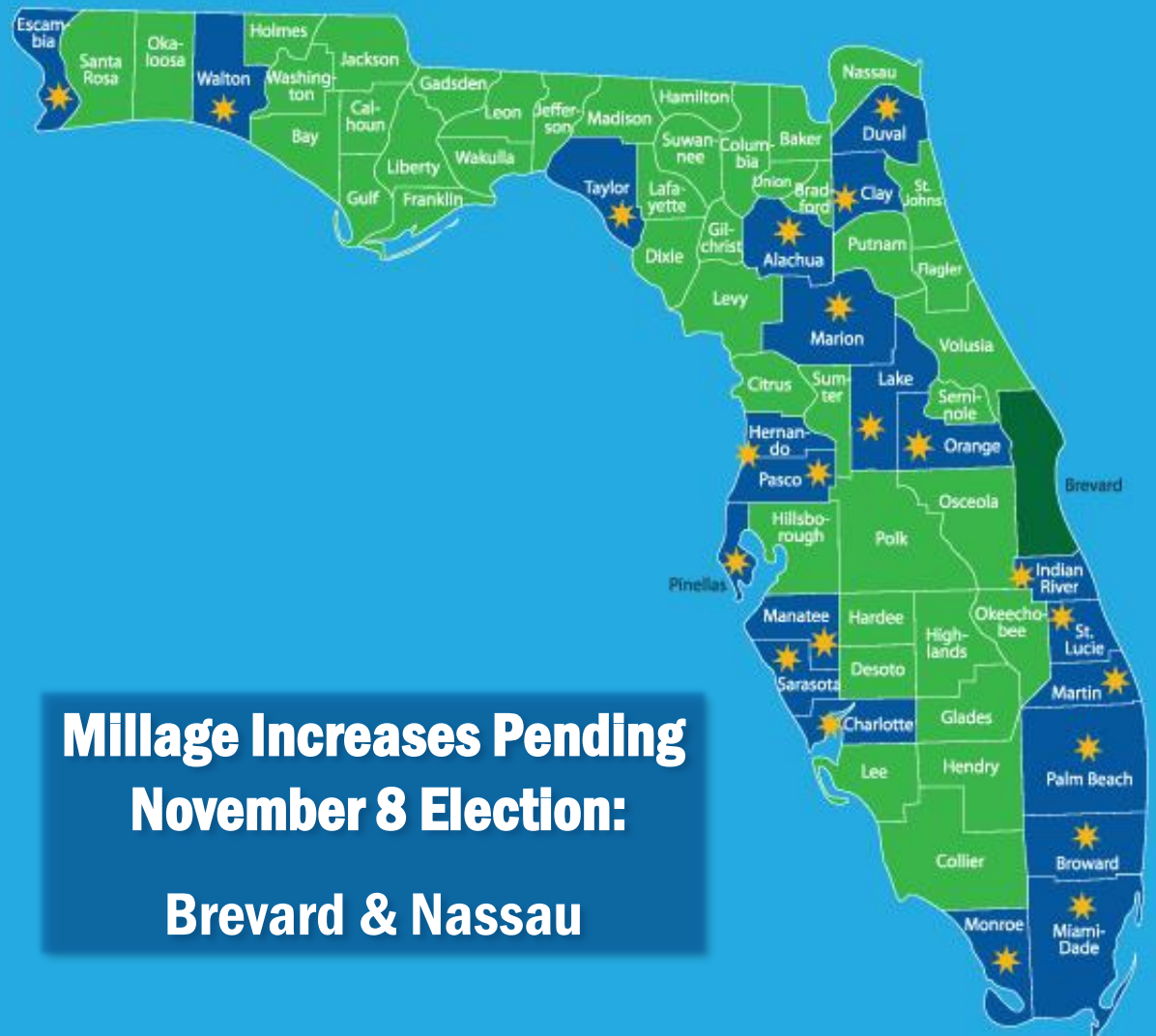
- Median Taxable Value: $153,100
- A 1 Mill Increase Impact = $153.10 Per Year or Approximately 42¢ Per Day

HISTORICAL MILLAGE RATES



VOTER APPROVED MILLAGES IN FLORIDA

(22 Districts With Additional Millage)



Millage Increases Pending November 8 Election:

Brevard & Nassau

- Alachua
- Broward
- Charlotte
- Clay
- Escambia
- Hernando
- Duval
- Indian River
- Lake
- Manatee
- Marion
- Martin
- Miami-Dade
- Monroe
- Orange
- Palm Beach
- Pasco
- Pinellas
- Sarasota
- St. Lucie
- Taylor
- Walton

www.brevardschools.org



MILLAGE FAQS

Millage 2022

A Millage Referendum for BPS will be on the November 8th ballot.

Brevard Public Schools



HELPFUL LINKS

Email For Questions

Brevard County Voting Information



THANK YOU

QUESTIONS

Legislation Details (With Text)

File #:	22-725	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/2/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the Minutes of the Emergency Meeting of November 8, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-08-2022 Emergency Meeting Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Emergency Meeting of November 8, 2022, 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 Emergency Meeting of November 8, 2022, as written or with amendments.

MINUTES
City of Cocoa
Emergency Meeting of The City Council

November 8, 2022

An Emergency City Council Meeting was held on Tuesday, November 8, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 2:00 p.m.

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

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney (attended via phone)
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director/Acting Growth & Economic Development Director.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of November 8, 2022. (22-677)

2. Minutes: n/a

Mr. Smith requested that the Public Hearing for Ordinance No. 15-2022, which is on the November 9, 2022 agenda, be postponed to a time certain of either November 29, 2022 or December 13, 2022, in order to preserve the advertising.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to amend the agenda to postpone the Public Hearing for Ordinance No. 15-2022, which is on the November 9, 2022 agenda, to a time certain of December 13, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Consent Agenda:

None.

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approval of Resolution 2022-120, declaring a State of Emergency due to impending disaster conditions and the potential of Subtropical Storm Nicole. (22-676). (City Manager)

City Manager Whitten advised that the City Attorney was on the phone. This meeting is being held to approve two emergency resolutions as well as cancel tomorrow night's City Council meeting.

City Manager Whitten reviewed what the resolution entailed and pointed out that everything was outlined in the resolution.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve Resolution 2022-120, declaring a State of Emergency due to impending disaster conditions and the potential of Subtropical Storm Nicole.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Resolution No. 2022-121, Authorizing the City Manager and Finance Director to sign any contracts and amendments from the Florida Division of Emergency Management related to Tropical Storm Nicole Reimbursement. (City Manager)

City Manager Whitten reiterated the reason for these resolutions and noted that this was authorizing the City Manager or Finance Director to sign any contracts or amendments that affect purchases or emergency purchases during the storm.

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve Resolution No. 2022-121, Authorizing the City Manager and Finance Director to sign any contracts and amendments from the Florida Division of Emergency Management related to Tropical Storm Nicole Reimbursement.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Cancellation of the November 9, 2022 City Council meeting. (City Manager)

City Manager Whitten announced that there is a Swearing In Ceremony on November 22nd and a Regular meeting on November 29th. All of these items could be moved to the meeting on November 29, 2022.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to cancel and reschedule the meeting on November 9, 2022 to November 29, 2022.**

Councilmember Koss asked if that meeting would include the item on J & K Septic to Sewer. In response, City Manager Whitten stated it would, as it was going to be walked on tomorrow night.

She voiced her concern that there could possibly be new Council members at the next meeting. That was an important item for a new council to deliberate on and the public had spoken.

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

Multi-Year Contracts:

IX. Informational Agenda:

X. Reports:

Chief Lamm provided an update on the storm and shared what the projections were at the moment. He advised that around 2 p.m. tomorrow the wind and storm gusts will begin to have an impact. They are predicting that when it hits the coast it will be a Cat.1 and feeder bans will stretch to the Carolina's. The prediction for rain is about four to six inches but there will be some storm surge in the Indian River Lagoon. Public Works has been checking on storm drains and other City crews are making sure all areas of the City are in good shape as far as utilities, roadways, etc. The EOC will be staffed starting tomorrow and they will re-access as the storm moves through.

Mayor Blake asked about the retention ponds and in response, Mr. Smith assured him all of the ponds were in good shape.

Deputy Mayor Hearn asked if the Riverwalk Project road would be closed on River Road. He was advised yes, as there is erosion in that area.

Further discussion was held on other specific areas of the City and if issues had been worked out since the last storm. Staff assured Council that areas of concern were being checked on.

Mr. Walsh spoke about the wellfield. He advised it was stable but not fully recovered as it is still exposed and with another water event, there could be additional damage. Concrete is being delivered tomorrow morning but he

explained where it drains and stated it was hard to predict what may or may not stay up.

Mayor Blake asked citizens to respect the storm, such as getting medications, taking photos of your home, getting important papers/passports/birth certificates, and freeze bottles of water. Also, in case of a loss of electricity, to fill up your bath tub up with water. Additionally, ensure that you have enough food for pets.

Chief Lamm added that grounds are still very saturated from Hurricane Ian and other rains we have had. There is a good possibility that we can have more trees down this storm due to the wet grounds.

Lastly, FEMA reimbursements were discussed and Chief Lamm stated that it was made very clear that 214's and expenses have to be split out from Hurricane Ian and Tropical Storm Nicole. They cannot be combined. Reimbursements are only good for one event.

In closing, Mayor Blake asked all to be safe.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Emergency Meeting of November 8, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 2:30 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-690	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Presentation to Chief Collier by the Central Brevard NAACP. (Clarence Whipple, Jr., President)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Presentation to Chief Collier by the Central Brevard NAACP

BACKGROUND:

Chief Evander Collier was the Keynote Speaker at the 29th Annual Gala hosted by the Central Brevard NAACP. The event was on November 5, 2022. It was requested by them to be placed on an upcoming agenda to present Chief Collier with a Recognition Plaque.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Presentation to Chief Collier by the Central Brevard NAACP. (Clarence Whipple, Jr., President)

Legislation Details (With Text)

File #:	22-644	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/24/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change order no 1 Abington.pdf 1113 Abington St - CONSTRUCTION AGREEMENT SHIP and CDBG.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-013-A-CDBG-Change Order for 1113 Abington Way (12-13-22) Agenda 22-644.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2022
Agenda Date: December 13, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St.

BACKGROUND:

On July 12, 2022 City Council approved the agreement for 1113 Abington Street for a rehabilitation project using SHIP funding in the amount of $66,000 and CDBG funding in the amount of $4,000 for a total of $70,000, with an additional contingency of $5,000 for change orders. Change Order #1 was submitted by the contractor in the amount of $3,500 to correct and complete the additional work. Due to various factors delaying the delivery of the change order, PO# 79841 was closed prior to the change order being issued. Therefore, the change order is on a separate Purchase Order (#80362) to complete the necessary work.

The following items were discovered as unforeseen rehabilitative work necessary to complete the project.

1. Reframe bathroom walls due to extensive wood rot
2. Dig an extra 20ft trench for the installation of a 4” sewer pipe and clean out.
3. Backfilling the existing trench
4. Scheduling inspections for approval

Staff recommends approval of the BAF and Budget Resolution in the amount of $3,500 in order to pay the final invoice and close out the project.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

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

Amount Requested	$3,500
Account Number	103-0000-389-99-50
Account Name	_CDBG Fund Balance
Amount Requested	$3,500
Account Number	103-3240-554-83-13
Account Name	_CDBG Other grants and aid

Source of Funds: CDBG Grant funds

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

Change Order Amount $_3,500

Original Purchase Order 79841
Original P.O. Amount _$ 70,000
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _1
Total amount in change orders to date _$3,500

PREVIOUS ACTION:

Council previously approved the agreement for the project at 1113 Abington St.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF 23-013-A, in the amount of $3,500 for the Housing Rehabilitation Project located at 1113 Abington St.

Algat Enterprises
1800 Pembrook Dr Suite 300
Orlando, FL 32810
office@algatenterprises.com

Change order no. 1

1113 Abington St. Rehab Project

ADDRESS
City of Cocoa Housing and Neighborhood Services
65 Stone Street, Cocoa FL 32922

DATE 10/04/2022

DATE	SERVICE	DESCRIPTION	AMOUNT
10/04/2022	Rehabilitative construction work on a residential home	1. Reframing the bathroom walls due to extensive deterioration of wood 2. Digging an extra 20 ft long trench (with 1/8"positive gradient) and installation of a 4" sewer pipe. Installation of a clean out and proper venting 3. Setting up inspection for approval 4. Backfilling the existing trench	

Material, equipment and labor

TOTAL **$3,500.00**

Accepted By

Accepted Date

CITY OF COCOA
CONSTRUCTION CONTRACT

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)

B-22-10-COC

Rehabilitation of 1113 Abington St, Cocoa, FL 32922

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

Table of Contents

CONSTRUCTION AGREEMENT 2
EXHIBIT "A" 19
Scope of Work and Bid Sheet 19
EXHIBIT "B" 20
REAL PROPERTY / LEGAL DESCRIPTION 20
EXHIBIT "C" 21
Performance and Payment Bond 21
EXHIBIT "D" 23
ITB B-22-09-COC 23
EXHIBIT "E" 24
Algat Enterprises Inc. Response 24
EXHIBIT "F" 25
FEDERALLY REQUIRED CONTRACT CLAUSES 25

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, **2022** by and between **ALGAT ENTERPRISES INC,** ("Contractor"), whose address is **1800 PEMBROOK DRIVE, SUITE 300-3425, ORLANDO FLORIDA 32810** and **CARLETTA A. LEE** and **KENNETH B. LEE** ("Owner"), whose address is **1113 ABINGTON STREET, COCOA, FL 32922.**

W I T N E S S E T H:

WHEREAS, Owner owns fee simple title to certain real property located within the City of Cocoa, Florida and which is generally described in Paragraph 3.0 below; and

WHEREAS, Contractor has agreed to perform the construction services provided in this Agreement within the City of Cocoa for Owner on the aforementioned property; and

WHEREAS, for purposes of paying all or part of the construction services provided by Contractor, the Owner has agreed to accept housing assistance (monetary contribution) from the **City of Cocoa, Florida** ("City") in accordance with the **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) (**"Program") & **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** and the terms and conditions of this Agreement; and

WHEREAS, Contractor and Owner hereby agree to fully comply with all applicable provisions of the Program; and

WHEREAS, Owner has agreed to appoint the City to act on behalf of said Owner regarding the matters specified in this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency which are hereby acknowledged by the parties, and the mutual promises contained herein, the parties agree as follows:

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

2.0 City as Agent/Third Party Beneficiary: Contractor acknowledges that pursuant to the provisions of this Agreement, and any related agreements executed by Owner and City (if applicable), the Owner has appointed the City to act on behalf of the Owner regarding the matters contained in this Agreement. Accordingly, all references to the City in this Agreement are understood to evidence the said authority of the City to act on behalf of Owner. The City shall have the exclusive right to enforce the provisions of this Agreement on behalf of Owner. In as much as the City has provided housing assistance to the Owner for the construction services provided under this Agreement, the parties acknowledge the City is a third party beneficiary of this Agreement.

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

3.0 Project: Contractor agrees to provide construction services to the Owner in substantial conformity to the scope of work approved by the City, a copy of which is attached to this Agreement as ***Exhibit "A"*** and by this reference incorporated herein in its entirety ("Scope of Work"), upon a lot or parcel of real property owned by Owner and located in Brevard County, Florida, generally described as **1113 ABINGTON STREET, COCOA, FL 32922** and legally described in ***Exhibit "B"*** which is attached to this Agreement and by this reference incorporated herein in its entirety ("Property"). Invitation to Bid **B-22-10-COC** issued by the City of Cocoa on February 15, 2022, and the Contractor response received on March 15, 2022 are incorporated to this agreement by reference as ***Exhibits "D" and "E"*** respectively. Should any conflicts arise between this agreement and the Exhibits, this agreement will take precedence. Any ambiguity or uncertainty in the Scope of Work shall be interpreted and construed by the City and the City's decision shall be final and binding upon all parties. Contractor agrees to follow the federally required contract clauses attached to this agreement as ***Exhibit "F"***.

4.0 Change Orders: On behalf of Owner, City may, at any time, order additions, elections, or deletions to the "Scope of Work" and to the accompanying work performed by Contractor under this Agreement ("Change Orders"). All Change Orders shall be signed by Owner, Contractor and City. All Change Orders shall be deemed fully incorporated in the Scope of Work. If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable and reasonable adjustment to the Contract Price provided in Paragraph 5.0 herein, and to the time for completion in Paragraph 7.0 herein, may be mutually agreed on by the Contractor, City, and Owner and indicated upon the signed Change Order. Additions, elections, or deletions to the work performed by the Contractor without authorization of a signed Change Order shall not result in an adjustment in the Contract Price or time for the completion of the work. No additions, elections, or deletions shall be performed by Contractor until a Change Order is properly agreed on and executed.

5.0 Contract Price: The total Contract Price to be paid to the Contractor for Contractor's services hereunder shall be the sum of **Seventy Thousand Dollars ($70,000.00).** ("Contract Price"). The Contract Price shall be paid as stated in Paragraph 6.0 of this Agreement. The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Contract Price all costs of any nature relating to: (1) performance of the Scope of Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Property conditions, including but not limited to, subsurface site conditions; and (4) the terms and conditions of this Contract.

6.0 Payment: Contractor shall be paid for the completion of those items of work set forth and authorized in Paragraphs 3.0 and 4.0 above, in U.S. funds, according to the following terms and conditions:

(a) Payment shall be made through periodic progress payments, on the basis of application to the City as work progresses, and five percent (5%) shall be withheld as retainage throughout the project, subject to the terms herein. The retainage amount may be released with the final payment. Prior to final payment, City shall

require the Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. Further all work shall pass building inspection by the City.

(b) For authorized expenditures for work, labor and materials, Contractor shall be paid by City by check drawn on a local lending institution.

(c) Said check shall be in the name of the Contractor. Contractor shall be solely responsible for paying any subcontractors.

(d) Payment to Contractor under this Agreement shall be made pursuant to the contract provided by the City and executed by the Contractor, and the City method of payment shall consist of a minimum of one (1) draw for rehabilitation.

(e) Release of any payment shall be conditioned upon the following: (1) Contractor shall complete and submit to the City a Request for Payment Form provided by the City and submit a Contractor's invoice (if needed); and (2) City has executed, after inspection and approval, a Certificate of Completion for the work performed and indicated on the form.

(f) Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; or (4) Contractors failure to perform pursuant to the terms and conditions of this Agreement. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

7.0 Contractor's Time for Completion: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within sixty (60) days and totally completed within ninety (90) consecutive days following the receipt of a written "Notice to Proceed" and original Purchase Order from the City pursuant to Paragraph 17.0 herein ("Completion Date"). The date of Substantial Completion of the Work is the date certified in writing by the City when construction is sufficiently complete so the Owner can occupy or utilize the work for its intended purpose. If Contractor fails to complete the work within said time period, or any written extension thereof, Owner (with approval of the City) or the City may terminate the Contractor's right to perform the work herein. In such event the Owner or City may take over the work and prosecute the same to completion and the Contractor shall be liable for any excess cost incurred by the Owner or City; and the Owner or City may take possession of and utilize in completing the work such materials, and equipment as may be on the work site and necessary for said completion. If the Owner or City does not terminate the Agreement based on the aforesaid failure to complete the work within the time period, actual damages for delay will be impossible to determine, and, in lieu thereof, Contractor may be required to pay the Owner the sum of $50.00 as liquidated damages for each calendar day of delay exceeding the Completion Date. The

Contractor shall be liable for any liquidated damages claimed hereto and any liquidated damages may be, at the sole option of the City, subtracted from the Contract Price or be required to be paid in cash or by check, in U.S. funds, to the City. Contractor agrees that said sum is not a penalty, but is the stipulated amount of damages sustained by City in the event of default by the Contractor.

The Contractor's right to proceed will not be terminated, nor will Contractor's liability for liquidated damages exist, if Contractor's delays in the completion of the work are a result of unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.

SPECIAL CIRCUMSTANCES CLAUSE: The City acknowledges that due to the increased demand, delay and shortage of available materials (i.e. lumber, doors, windows, insulation tiles, flooring, electrical HVAC, etc.) an anticipated 8-10 week lead time may affect the delivery and installation of some materials directly related to the project. Accordingly, the City may issue a Limited Notice to Proceed for the purposes of authorizing procurement of materials which shall not be included in the Contractor's time for completion specified herein.

8.0 Owner's Responsibilities: At the Owner's sole cost and expense, the Owner shall secure the release all easements, liens, and any other encumbrances which would prohibit or hinder the completion of the work provided in this Agreement. If the Owner is unable to secure said releases within a reasonable period of time, this Agreement, with the approval of the City, shall be null and void and neither party shall have any obligations or liability hereunder.

8.2 The Owner agrees that neither the Owner nor any of Owner's family, friends, tenants, agents, or employees will hinder the Contractor's work required by this Agreement.

8.3 The Owner shall execute all documents required by the City which are related to the prosecution of the work under this Agreement including, but not limited to, any housing grant agreements, construction and work permit applications, mortgages, promissory notes, etc.

8.4 The Owner shall comply with the terms and conditions of any and all agreements executed with the City which are related to this Agreement including, but not limited to, any housing grant agreements, construction and work permits, mortgages, promissory notes, etc.

8.5 Owner shall assist Contractor and City, when necessary, in the performance of work under this Agreement.

9.0 Contractor's Responsibilities: The Contractor shall supervise and direct the work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this agreement.

9.1 Unless otherwise specifically noted, the Contractor shall provide for and pay for all surveys, labor, work permits, materials, equipment, tools, construction equipment and machinery, transportation, re-inspections, and other facilities and services necessary for the proper execution and completion of the work hereunder.

9.2 The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

9.3 The Contractor warrants to the Owner and the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the Scope of Work, and that all work will be good quality, free from faults and defects and conform to the Scope of Work. All work not conforming to these standards may be considered defective at the sole option of the City.

9.4 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

9.5 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the Scope of Work is at variance herewith.

9.6 The Contractor shall be solely responsible for any and all acts and omissions of the Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with the Contractor.

9.7 As requested by the City, the Contractor shall review and submit all samples, shop drawings, and Scope of Work to the City for approval. The work shall be in accordance with all applicable City, state, or federal laws, and rules and regulations.

9.8 The Contractor shall, at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the premises "broom clean" or its equivalent, except as otherwise specified. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

9.9 All materials stored on the job site shall remain the responsibility of the Contractor until incorporated into the work. The Owner and City will not reimburse the Contractor for materials lost, stolen, or damaged while stored on the job site.

10.0 **Concerning Subcontractor:** A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work or provide any of the materials and equipment pursuant to this Agreement.

10.1 Promptly after the execution of this Agreement, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to this

Agreement. The Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between the Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement.

10.2 Contractor shall insure that any subcontractor performing work pursuant to this Agreement has similar liability insurance coverage as required of Contractor under Paragraph 14.0 of this Agreement. Certificate of such insurance shall be filed with the City prior to subcontractor commencing performance hereunder.

10.3 In the event any work under this Agreement is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

10.4 Nothing in this Agreement shall create any contractual relationship between Owner or City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

11.0 Royalties: The Contractor shall pay all royalties and license fees and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

12.0 Time to Perform: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within sixty (60) days and totally completed within ninety (90) consecutive days following the receipt of a written "Notice to Proceed" and original Purchase Order from the City pursuant to Paragraph 17.0 herein ("Completion Date").

13.0 Protection of Person and Property: The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work provided herein. Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees at the work site and other persons who may be affected therein, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss.

14.0 Contractor's Liability Insurance: The Contractor shall purchase and maintain such insurance as will protect Contractor from: claims under workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury (including death), claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are performed solely by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policies

shall also include fire, extended coverage and vandalism and malicious mischief insurance on existing buildings and structures, while in the course of construction, including foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said buildings or structures. Certificate of such insurance shall be filed with the City prior to Contractor commencing performance hereunder. Specifically, during the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by Contractor to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

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

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $500,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

14.1 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the term of this Agreement, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Agreement.

15.0 **Owner Liability Insurance:** The Owner is encouraged to purchase and maintain builders risk insurance for the duration of the construction being performed pursuant to this Agreement.

16.0 Contractor's Guarantee of Work: The Contractor shall correct and remedy any work that fails to conform to the requirements of the Scope of Work where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of eighteen months from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City (with a three year warranty and guarantee for the roof); or within such longer period of time as may be prescribed by law. The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

17.0 Written Notice to Proceed: The Contractor shall not begin the work to be performed hereunder until the City issues Contractor a written Notice to Proceed. The Contractor has seven days after the issuance of Notice to Proceed to begin work.

18.0 Termination by the Contractor: If the City fails to issue payment for a period of thirty (30) days after such payment is due through no fault of the Contractor, and if the Contractor has performed per the Scope of Work, or if the Owner fails to release payment thereon for a period of thirty (30) days after such payment is due through no fault of the Contractor, the Contractor's exclusive remedy, as full and complete settlement of all claims against Owner and City, shall be, upon seven (7) days written notice to the City, to terminate this Agreement and recover from the City payment for all work fully completed and materials provided by Contractor in furtherance of this Agreement, subject to any deductions for damages incurred by City or Owner caused by Contractor's breach of this Agreement.

19.0 Termination by the City/Owner: If the Contractor has defaulted or neglected to carry out the work in accordance with the Scope of Work; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City or Owner; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to the Contractor and without prejudice to any other remedy it may have, terminate this Agreement and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the Contract Price, and if the unpaid balance of the Contract Price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expenses exceed such unpaid balance, the Contractor shall pay the difference to the City's account.

20.0 Conflict of Interest: The Owner and Contractor further state that, to the best of their knowledge, no member of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the work under this Agreement has any personal interest, direct or indirect in the Agreement.

21.0 Federal Equal Employment Opportunity Clause: During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, age, or national origin.

(c) Penalties for violation of the equal opportunity clause may be imposed upon Contractors and subcontractors by the City or any federal or state agency having jurisdiction hereunder. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Agreement and refer the case to the Department of Justice for appropriate legal proceedings.

22.0 General Conditions: The Contractor and Owner agree to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

23.0 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City or Owner shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance as the Contractor is an independent contractor.

24.0 Bankruptcy: If bankruptcy proceedings, whether voluntary or involuntary, are commenced against or commenced by Contractor or Owner, or if Contractor or Owner enter into a composition agreement with its creditors, the City, without prejudice and penalty, may terminate this Agreement by giving three (3) days written notice to the Contractor or Owner, as the case may require.

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

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

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

28.0 Attorneys' Fees: Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

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

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

31.0 Representations and Warranties: Contractor and Owner represent and warrant that either party shall use all funds received from the City under this Agreement for the sole purpose of performing the work and services provided in this Agreement. In the event Contractor or Owner fail to expend such funds for said purpose (Wrongfully Expended Funds), the party responsible for said wrongful expenditure shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at eighteen percent (18%) per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the party responsible for said wrongful expenditure shall be liable for all costs incurred by the City to collect such funds including, but not limited to, reasonable attorneys' fees, filing fees, and other costs.

32.0 Accessibility of Records: The City shall have access to any books, documents, paper, computer files and records of the Contractor or Owner, regardless of medium or form, which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions. Contractor and Owner shall be required to maintain all records pertinent to this Agreement for five (5) years after the City has made final payment of the Contract Price and all pending matters regarding this Agreement have been closed.

33.0 City's Right of Inspection: The City is hereby granted the right of entry onto the Owner's property for purposes of inspecting the work to be performed, or that has been performed, pursuant to this Agreement, until such time as the City has issued all Certificates of Completion for the work and a Certificate of Occupancy is issued for the single family home being constructed hereunder. Contractor and Owner hereby agree to fully cooperate with the City in permitting the City to conduct said inspections.

34.0 Lead-Based Paint Prohibited: The use of lead-based paint on applicable surfaces of any structure undergoing construction pursuant to this Agreement is prohibited.

35.0 Section 3 Clauses: Not Used

~~If the construction being performed pursuant to this Agreement is funded in any way with Federal financial assistance from the U.S. Department of Housing and Urban Development, the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170 u. Section 3) shall apply. To the greatest extent feasible, Section 3 requires opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project, and:~~

~~**35.1** The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR, specifically Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual obligations or other disability which would prevent them from complying with these requirements.~~

~~**35.2** Reserved.~~

~~**35.3** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR. Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontractor unless the subcontractor has first provided him with a preliminary statement of ability to comply with these regulations.~~

~~**35.4** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided pursuant to this Agreement binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.~~

36.0 Contractor Representations: Contractor makes the following representations to City:

36.1 Contractor is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

36.2 The undersigned signatory for Contractor has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Contractor has been duly authorized by an appropriate representative of Contractor (Board of Directors or President or Owner). In support of said representation, Contractor agrees (if applicable) to provide a copy to the City of a corporate certificate of good standing or other certificate provided by the State of Florida prior to the execution of this Agreement.

36.3 Contractor is duly licensed under all local, state and federal laws to perform the construction services pursuant to this Agreement. In support of said representation, Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

37.0 Notices: Communication and details concerning this Agreement shall be directed to the following contact representatives:

CITY:	**CONTRACTOR:**
City of Cocoa	**Algat Enterprises Inc.**
Housing & Neighborhood Services	**1800 Pembrook Drive**
65 Stone Street	**Suite 300-3425**
Cocoa, FL 32922	**Orlando, FL 32810**
(321) 433-8520	**(407) 221-2045**

38.0 Term: The term of this Agreement shall expire at such time the Contractor has fully completed all its responsibilities and obligations pursuant to this Agreement including, but not limited to, the completion of the project provided in Paragraphs 3.0 and 4.0 herein and the expiration of all warranties and guarantees provided by Contractor hereunder.

39.0 Indemnification and Hold Harmless: For all services and work performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers, and Owner, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following:

(a) The acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractors' performance of the services and work being performed under this Agreement.

(b) Contractor's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor's or any subcontractor's performance under this Agreement.

(c) Any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement.

(d) Contractor's or any subcontractor's failure to properly expend the funds provided by City or Owner for the work and services provided in this Agreement.

(e) All claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher's of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the services and work being performed under this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, or Owner, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, and Owner, which may result from the services and work performed under this Agreement whether the services and work are performed by the Contractor, by subcontractors, or anyone directly or indirectly employed by the Contractor. In all events the City or Owner shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

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

40.0 Sovereign Immunity: The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgement, or portion thereof, to any one person for over two hundred thousand dollars ($200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which

would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

41.0 Performance and Payment Bond: Contractor shall supply a materials, performance and payment bond(s) in form approved by the City and in accordance with Florida law and in the amount of the Contract Price specified herein under Exhibit "C".

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

WITNESS:	**CONTRACTOR:**
Signature **Date**	**Signature** **Date**
Print Name	**Name of Company Rep, Title**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me (__) by means of physical presence or (__) online notarization, this __ day of _____, 2022, by Algat Enterprises Inc. Company Rep who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

WITNESS:

Signature **Date**

Print Name

OWNER:

Signature **Date**

Carletta A. Lee
Print Name

OWNER:

Signature **Date**

Kenneth B. Lee
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Carletta A. Lee who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Kenneth B. Lee who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

WITNESS:

Signature **Date**

Print Name

CITY, as agent for OWNER and Third Party Beneficiary:

Signature **Date**

Stockton Whitten
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this ____ day of _____, 2022, by Stockton Whitten, who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

Notary Public Date

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "A"

Scope of Work and Bid Sheet

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

Carletta Lee 1113 Abington St Cocoa, FL 32922

DWELLING INFORMATION

Type of Dwelling Unit: Single Family **Number of Floors: 1**
Square Footage: 1531 under air (approximately) **Number of Bathrooms: 2**

LOCATION
ROOF/FASCIA:

Specification	Quantity	Units	Unit Price	Total
ROOF -GENERAL REQUIREMENTS Unless otherwise specified, all material shall match existing as closely as possible for material, style, color and method of installation. Seal all edges. Flash & caulk all adjoining surfaces & make weather tight. Replace all flashing, roofing accessories & nails using rust-resistant material. Install all roofs in one continuous operation. Protect the house contents at all times from exposure to the elements. Replace all damaged wood. Sweep area for debris and remove daily. 1. Clean gutters and install leaf guards. 2. Replace roof covering (only upper roof/R side of home). ~~3. Clean and install Gaco roof coating or similar @~~ lower roof (L side of home) NOTE: Missing support post @ carport to be installed prior to this section of the scope (See exterior section below).	1 whole New Roof NEEDED.		lump sum	~~$16,505~~ $12,000 P.M. ✓

LOCATION:
ELECTRICAL SYSTEM

Specification	Quantity	Units	Unit Price	Total
ELECTRIC--GENERAL REQUIREMENTS All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface. 1. Replace main disconnect panel 2. Replace main/distribution panel 3. Replace sub panel (utility room) ~~4. Replace sub panel (shed)~~ ~~5. Replace switch, outlet and light fixture (shed)~~ Remove Do not Reinstall 6. Replace all switches and receptacles (110 and 220V) including GFCI protection as required 7. Replace wiring (220V circuits) ~~8. Replace upper support mount @ service mast~~ 9. Install new light fixtures in bedrooms, bedroom closets and bathrooms	1		lump sum	~~$17,500~~ $12,150 P.M. ✓ 05127/22

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

10. Install new range hood (coordinate with cabinetry replacement).				
~~11. Contingency for unforeseen issues~~				
LOCATION: PLUMBING				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
PLUMBING--GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be copper or PVC. All items shall operate without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, & fire stopped. No solder containing lead shall be used in any pipe or fixture. Damage to structural members from drilling or notching shall be repaired to the acceptance of the owner and the City. 1. Replace all drain piping to sewer cleanout (rear of home). Include cleanout with cap. ~~2.~~ 2. Replace all supply piping ? Does all NEED to be Replaced? 3. Repair glazing @ guest bathroom tub. 4. Replace stall shower (master bathroom). Including new valves/trim. ~~NOTE: modifications to be made to increase space for ADA accessibility.~~ 5. Replace 40 gallon water heater	1		lump sum	~~$18,000~~ $12,500 P.M. ✓
LOCATION: HVAC				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
HVAC – GENERAL REQUIREMENTS Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Submit manufacturer cut sheet and cooling load calculations for proposed equipment to Housing Program Manager at least 15 days prior to installation. 1. Replace equipment ~~2. Replace ducts (L side of home).~~ ~~NOTE: new duct design needed to eliminate duct on roof top.~~ 3. ~~OPTION – install smaller central unit for elevated side and a~~ mini split for the slab on grade section of the home 4 New heads for Mini Split throughout house 4. Remove and haul off equipment and ducts ~~5. Design, install ductless AC/Heat (mini splits)~~	1		lump sum	~~$17,000~~ $10,400 P.M. ✓ 05/27/22

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

LOCATION: DOORS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
DOORS – GENERAL REQUIREMENTS New doors shall include hinges, striker, plates, locksets, deadbolts (exterior) and door bumpers. New exterior doors shall also include aluminum thresholds and weather-stripped doorstops. 1. Replace interior and exterior doors	1		lump sum	~~$5,200~~ P.M. ✓

LOCATION: WINDOWS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
WINDOWS – GENERAL REQUIREMENTS All windows must meet Florida Building Code requirements. Windows shall be properly sized to fit existing opening. Windows shall be thoroughly caulked and made weather tight at time of installation. Windows shall meet the egress as specified in the City of Cocoa Building Code. Wall damaged due to window replacement shall be repaired. Existing windows shall be hauled to the legal dump. 1. Replace window screens 2. Replace spring balance @ guest bedroom window. 3. Replace spring balance @ front room (window with AC unit) Just Make Sure they open and close.	1		lump sum	~~$1,500~~ $1,220 P.M. ✓

LOCATION: FRAMING/DRYWALL/PAINT				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
PAINT – GENERAL REQUIREMENTS: Painting: All paint must be lead free. All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. Owner's choice of paint to be approved by Housing Program Manager. 1. Seal cracks, caulk ~~and paint~~ exterior (include waterproofing wall to slab transition @ front room). ~~2. Insulate L side of home (living room and master bedroom~~ 3. Install ceiling @ living room and master bedroom 4. Repaint kitchen walls 5. Prime and paint existing paneling (front room)	1 exterior of house not to be painted.		lump sum	~~$5000~~ $2,530 P.M. ✓ 05/27/22

6. Frame needed @ front window (Arch Area) where AC unit is and remove window if not Durable

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

6. Encase underside of old window / door openings between front room and living room including paint				

LOCATION: FLOORING				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
FLOORING – GENERAL REQUIREMENTS Unless otherwise specified, all materials shall be new. All subfloors and underlayment shall be well secured, dry, clean, level, and free of cracks, depressions, voids, bumps, and squeaks before installation of finish floor covering. Carpet shall be FHA approved, nylon, plush carpet (minimum 32 oz. and 7/32" pile height) with a minimum of seams, over a 6 lb. density. Stretch carpeting to eliminate puckers and ripples. Include tackless strips, metal edge strips, and mending tape. Provide 10-year limited wear warranty, and 5-year stain warranty. Owner's choice of color for carpet and/or tiles to be approved by Housing Program Manager. 1. Remove flooring (elevated section only, bedrooms and hall). 2. Install new vinyl flooring in guest bathroom 3. Refinish flooring (sand/seal) including repairs @ rotted area (air handler closet/bathroom area. 4. Install shoe molding @ all new flooring 5. Cut existing tile back flush with opening and install transition (ex. Mosaic tile) between foyer and living room Vinyl planking ok to use instead of tiles. in elevated noise side.	1		lump sum	$5500 P.M.✓

LOCATION: KITCHEN				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
CABINETS – GENERAL REQUIREMENTS Cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior and shall include appropriate doors, shelves and drawers. Counter tops shall be approximately 25" wide with 4" backsplash. Top shall be installed to conform to surrounding areas and shall include end caps and end splashes. Caulk all cracks and joints. 1. Replace cabinets and countertops 2. Replace stove	1		lump sum	$4,250 P.M.✓

05/27/22

LOCATION: SMOKE DETECTORS				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
SMOKE DETECTORS – GENERAL REQUIREMENTS 1. Install smoke detectors hardwired as per Florida Building Code (carbon monoxide alarm when applicable). combo Battery ~~ops~~ S/D are ok-	1		lump sum	$750 P.M. ✓
LOCATION: EXTERIOR				
Specification	**Quantity**	**Units**	**Unit Price**	**Total**
1. Install missing support post @ carport. Beam has deflected and may require raising/adjustment. ~~2. Replace heaved section of driveway~~ ~~3. Repair fence~~ ~~4. OPTION to replace fence.~~ 5. Install new crawl space access (hinged with locking hasp) 6. Replace crawl space vent screens 7. Remove thru wall exhaust fan in kitchen, include new framing and finishes on interior and exterior.	1		lump sum	$3,500 P.M. ✓
Total Base Bid:				~~$97,100~~ $70,000 ✓ P.M

ADDENDUMS 05/27/22

LOCATION: Roof/Fascia – Added leaf guard installation
LOCATION: Electrical – Added verbiage item 6, add item 10, removed item 11
LOCATION: Windows – added item 3
LOCATION: Framing/drywall/paint – added verbiage item 1, added items 4, 5 and 6
LOCATION: Flooring – added items 4 and 5
LOCATION: Exterior – added item 7

CITY OF COCOA
ITB B-22-10-COC Rehabilitation of 1113 Abington Street
EXHIBIT A – SCOPE OF WORK AND BID SHEET

I have read and understand the above general specifications and requirements for housing rehabilitation work performed within the City of Cocoa.

Bidder/Contractor Name: Algat Enterprises Inc.

Mailing Address: 1800 Pembrook drive, Suite 300-3425, Orlando, 32810

Telephone Number: 407-221-2045 E-mail Address: office@algatenterprises.com

Authorized Signatory	Printed Name	FEIN
	Patrick Minossora	84-1811-5310

Title	Date
Administrative officer	March 15th, 2022

STATE OF Florida COUNTY OF Orange

The foregoing instrument was executed before me this 15 day of March, 2022, by Patrick Minossora as Administrative OFFICer of Algat Enterprises Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced FLDL as identification.

Laura Morell
NOTARY PUBLIC, State of Florida

LAURA MORELL
Notary Public, State of Florida
Commission# HH 157733
My comm. expires July 25, 2025

OWNER ACCEPTS SCOPE OF WORK

The undersigned applicant(s) certifies that he/she has participated in the development of this scope of work. After careful review, the applicant understands and accepts the work described herein as indicated by his/her signature(s) affixed below:

Applicant Date

REVISED AS PER ADDENDUM 1 FEB. 25, 2022 (revisions shown in red font)

EXHIBIT "B"

REAL PROPERTY / LEGAL DESCRIPTION

The land is described as follows:

Lot 182, Cocoa Hills, according to the plat thereof, as recorded in plat book 11, page 38, of the public records of Brevard County, Florida

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "C"

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL
Company:

_____
(Corporate Seal)
Signature_____
Title_____

SURETY
Company:

_____
(Corporate Seal)
Signature_____
Title_____

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "D"

ITB B-22-10-COC

Published February 15, 2022

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "E"

Algat Enterprises Inc. Response

Submitted to the City of Cocoa March 15, 2022

CITY OF COCOA CONSTRUCTION CONTRACT
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
& COMMUNTY DEVELOPMENT BLOCK GRANT (CDBG)
(Contract No. B-22-10-COC)

EXHIBIT "F"

FEDERALLY REQUIRED CONTRACT CLAUSES

FOR GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

2. *Compliance with the Davis-Bacon Act*
The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Attachment B is a copy of the current prevailing wage determination issued by the Department of Labor. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Administrator may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

~~**4.** Compliance with the Contract Work Hours and Safety Standards Act –~~ *Not applicable*

~~(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
~~(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,~~

employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement – ***Not applicable***

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act – ***Not applicable***

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act – ***Not applicable***

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. ~~Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~ – ***Not applicable***

a. ~~Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user

data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
    i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

~~19.~~ ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any~~

~~written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

RESOLUTION NO. 2022-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 26, 2022; 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 2022-2023 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 13th day of December 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-013-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 103-3240 | DATE PREPARED: 10/20/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,500	103-0000-389.99-50		Fund Balance Reserves	$ 0	$ 0	$ 3,500	$ 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	$ 0
$ 3,500	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,500	103-3240-554.83-13		Other Grants/Aid	$ 0	$ 0	$ 3,500	$ 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	$ 0
$ 3,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Change order is necessary for the rehabilitation at 1113 Abington St. Agenda item 22-375 approved 7/12/22 allowed for up to $5,000 to be used for change orders and the funds would come from CDBG Fund Balance Reserves. An agenda will be prepared for the next available Council meeting to approve this amendment. Agenda 22-644.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/13/22 *RESOLUTION #:* 2022-127

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

10/20/22	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2022.10.20 10:10:52 -04'00'	10/24/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.10.24 08:45:08 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/20/22	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2022.10.20 10:11:18 -04'00'	12/5/22	Lora Howell — Digitally signed by Lora Howell Date: 2022.12.05 09:23:31 -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 #:	22-656	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/28/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf 1st Amendment RFQ 20-03_10-27-22.pdf COI Jacobs Exp 7-1-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2022
Agenda Date: December 13, 2022
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute.

BACKGROUND:

Proposals for the subject offering were opened on September 20, 2019, at 3:00 p.m. Purchasing sent out six hundred seven (607) Requests for Qualifications and received one (1) response from thirty-seven (37) plan holders. Jacobs Engineering Group Inc. (Jacobs) was the one proposal package received by the City. It was reviewed by Staff and found to be complete and qualified for consulting services for water supply, treatment, transmission, and distribution systems.

On February 5, 2020, Purchase Agreement to RFQ-20-03-COC with Jacobs for continuing engineering services for the water system was executed for a term of three years. The Agreement includes the option to extend for two additional two-year terms with the same terms and conditions. Approval of the First Amendment will initiate the first two-year renewal option, extending the term of the Agreement through February 4, 2025.

The Agreement limited the construction cost for Task Orders under this Agreement to a maximum of $2 million based on Florida Statute 287.055, the Consultants' Competitive Negotiation Act (CCNA). The Florida Legislature has since amended the CCNA statute, increasing the cost limitation to $4 million, effective July 1, 2020. Approval of the First Amendment will update the cost limitation in the Agreement in accordance with the amended CCNA statute.

Staff recommends the approval of the First Amendment to the Continuing Service Agreement with Jacobs Engineering Group Inc., for continuing engineering services for the water system.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement to RFQ-20-03-COC with Jacobs Engineering Group Inc. for Engineering Services for Water System to Initiate the First Two-Year Term Renewal Option, and to Increase the Cost Limitation in Compliance with the Consultants' Competitive Negotiation Act (CCNA) Statute.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

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

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

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

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2022

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 65814810 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C68914619 (WI)	07/01/22	07/01/23	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WLR C6891453A (AOS)	07/01/22	07/01/23	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C68914577 (OH)*	07/01/22	07/01/23	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 013	07/01/22	07/01/23	PER CLAIM/PER AGG	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

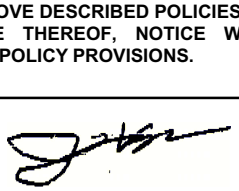
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/17/2022

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			78
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G72496176	07/01/2022 TO 07/01/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25568230	Policy Period 07/01/2022 TO 07/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

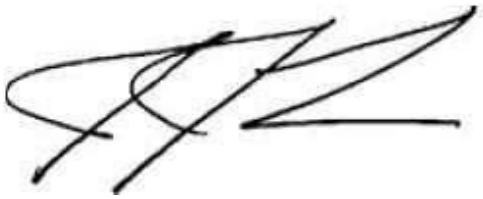
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BLVD, STE 1140 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C6891453A
Policy Period 07-01-2022 **TO** 07-01-2023	Effective Date of Endorsement 07-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group, Inc.**			Endorsement Number **23**
Policy Symbol **EON**	Policy Number **G21655065 013**	Policy Period **07/01/2022 to 07/01/2023**	Effective Date of Endorsement **07/01/2022**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President
Authorized Representative

Legislation Details (With Text)

File #:	22-716	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	11/29/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approval of the requested Pay Plan changes for Fiscal Year 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DRAFT FY 2023 Pay Grades and Pay Plan (12-13-2022).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2022
Agenda Date: December 13, 2022
Prepared By: Lorne Stinnett, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of the requested Pay Plan changes for Fiscal Year 2023.

BACKGROUND:

Per City of Cocoa's City Charter, Article IV, Section 3, the City Manager has the authority to fix the compensation of city employees within the pay schedules established by the city council and personnel policies.

City Manager has approved the following changes to the City's pay plan:

Current Position	Position Change
Administrative Assistant (GH4)	Utilities Administrative Technician (GH7)
Technical Services Supervisor (GE12)	Systems and Support Manager (GE 14)
Criminal Intelligence Analyst (GE9)	Criminal Intelligence Analyst (GH9)

This request will not increase the City's headcount that was approved in the annual Fiscal Year 2023 Budget. The job requirements of the Administrative Assistant at the Dyal Water Treatment plant have been modified to increase the scope of responsibilities. The position title has changed to Utilities Administrative Technician and the pay grade has been increased to better align this role in the City of

Cocoa pay plan. The job requirements of the Technical Services Supervisor have been modified to increase the scope of responsibilities. The position title has changed to Systems and Support Manager and the pay grade has been increased to better align this role in the City of Cocoa pay plan. An evaluation of the job duties assigned to the Criminal Intelligence Analyst determined that the position does not meet the criteria for FLSA exempt status. The position has been changed to non-exempt. No changes in job responsibilities or compensation. A copy of the proposed pay plan is attached.

STRATEGIC PLAN CONNECTION:

Employees: Will help recruit and retain long-term tenure at the City of Cocoa.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At the City Council Meeting on September 27, 2022 City Council approved the Fiscal Year 2023 Pay Plan.

RECOMMENDED MOTION:

Approval of the requested Pay Plan changes for Fiscal Year 2023.

powered by Legistar™

Police Dispatch Part-Time - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PN1	$16.57	$27.27	$ 24,987.56	$ 41,123.16	Dispatcher/Communications Officer P/T

** Annual rates are divisible by 1508

PBA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PU6	$16.57	$27.27	$ 34,465.60	$ 56,721.60	Dispatcher/Communications Officer
PU9	$21.67	$33.90	$ 45,073.60	$ 70,512.00	Police Officer
PU12	$28.89	$44.77	$ 60,091.20	$ 93,121.60	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PL1	$36.83	$54.31	$ 76,606.40	$ 112,964.80	Police Lieutenant

** Annual rates are divisible by 2080

IAFF - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
FU8	$14.66	$25.50	$ 38,116.00	$ 66,300.00	Firefighter/EMT
FU9	$17.88	$26.77	$ 46,488.00	$ 69,602.00	Driver/Operators
FU12	$22.29	$31.85	$ 57,954.00	$ 82,810.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
TU1	$28.75	$42.29	$ 74,750.00	$ 109,954.00	District Fire Chief

** Annual rates are divisible by 2600

LIUNA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	Custodial Worker
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Stock Clerk
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Servce Representative
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Back-Flow Technician Electrician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Certified Operator C Lead Certified Operator C License Electrician II
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080

City Council Approval 12-13-2022

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	School Crossing Guard (Part Time)
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Facilities Attendant
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Administrative Assistant Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Police Records Clerk Receptionist Recording Secretary Records Technician
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Accounts Payable Clerk Administrative Secretary Customer Service Technician Engineering Representative License/Permit Technician Office Assistant Utility Billing Clerk
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Victims Advocate
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Code Enforcement Officer Environmental Control Coordinator Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Police Evidence Technician Police Officer Trainee Senior Customer Service Representative Senior Field Service Representative Senior Utilities Field Service Representative UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Code Enforcement Coordinator Crime Scene Technician Field Inspector II Human Resources Technician
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist

City Council Approval 12-13-2022

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
					Leisure Services Coordinator Payroll Specialist Utilities GIS/CAD Technician
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Plans Examiner Supervisor II
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Building Inspector SCADA Analyst I Supervisor III
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Conservation & Public Relations Officer ~~Criminal Intelligence Analyst~~ Redevelopment Coordinator Victim Advocate Coordinator
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Accounting Supervisor Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Staff Accountant ~~Technical Services Supervisor~~
13	$31.48	$50.38	$ 65,478.40	$ 104,790.40	Code Enforcement Manager Engineering Supervisor Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager
14	$34.00	$54.41	$ 70,720.00	$ 113,172.80	Accounting Manager Assistant to the CM / Public Information Officer Facilities Manager Fleet Manager Human Resources Manager

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
					~~Planning & Zoning Manager~~ Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager Utility Support Service Manager
15	$36.72	$58.76	$ 76,377.60	$ 122,220.80	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Water Treatment Manager
16	$39.66	$63.46	$ 82,492.80	$ 131,996.80	Assistant City Engineer Assistant Utilities Director Building Official Deputy Finance Director Deputy Fire Chief Police Commander Utilities Senior Engineer
17	$45.61	$72.98	$ 94,868.80	$ 151,798.40	Administrative Services Director Community Services Director Chief Technology Officer Economic and Growth Development Director Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	$52.45	$83.93	$ 109,096.00	$ 174,574.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	$60.32	$96.52	$ 125,465.60	$ 200,761.60	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined

Legislation Details (With Text)

File #:	22-724	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	12/2/2022		**In control:**	City Council	
On agenda:	12/13/2022		**Final action:**		
Title:	Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Master Bid Tabulation Sheet (B-23-09-COC).pdf B-23-09-COC Notification of Intent to Award.pdf B-23-09-COC Construction Agreement.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-022-A-UT-Chlorine Tank Replacement (12-13-22) Agenda 22-724.pdf Wewahootee Contingency Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2022
Agenda Date: December 13, 2022
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director

Requested Action:
To Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A.

BACKGROUND:

The Dyal WTP operates a ground water treatment plant that pretreats raw water containing a high concentration of hydrogen sulfide through a chlorination and aeration process at the Wewahootee pretreatment facility prior to the raw water undergoing additional treatment processes at the main Dyal WTP facility.

The current chlorine (sodium hypochlorite) storage tanks at the Wewahootee pretreatment facility have exceeded their useful life and need replacement (currently budgeted in FY2023). In addition to the chlorine tank replacement, a chlorine containment area is also required to mitigate any emergency chlorine spills. These two items were included as part of the ITB B-23-09-COC bid package.

Bids for ITB B-23-09-COC, Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement, were opened on October 12, 2022 at 3:00 p.m. Purchasing published **(585)** invitations and notifications to bid, and received **(1)** response from **(30)** plan holders for this bid. Odyssey Manufacturing, Co. was the sole respondent and upon a review of the submitted bid, was determined to have met the bid requirements. The bid amount submitted by Odyssey Manufacturing, Co. was $399,978 which exceeds the FY2023 budgeted amount of $200,000 for this project. To adequately fund the project, a transfer of funds in the amount of $199,978 is required.

City staff is also requesting that City Council approve an additional $39,998 as a contingency for the project for a total project budget of $439,976. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is required, the additional amount will allow the project to continue to move forward. The additional $39,998.00 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends awarding ITB B-23-09-COC, COC Wewahootee Sodium Hypochlorite Tank Replacement project to Odyssey Manufacturing, Co. of Tampa, FL.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#23-022-A

Amount Requested	($239,976)
Account Number	421-4020-536.63-00 WS17FC
Account Name	Water & Sewer Infrastructure
Amount Requested	$239,976
Account Number	421-4010-581.91-24
Account Name	Transfer From 421 to 424
Amount Requested	$239,976
Account Number	424-0000-381.91-21
Account Name	Transfer From 421 to 424

Amount Requested	$239,976
Account Number	424-4020-536.64-00 WS21BL
Account Name	Water & Sewer Machinery & Equipment

Total Project

Project Amount Requested	$439,976
Project Account Number	424-4020-536.64-00 WS21BL
Project Account Name	Water & Sewer Machinery & Equipment

Source of Funds: Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Award Bid No. B-23-09-COC, Wewahootee Sodium Hypochlorite Tank Replacement to Odyssey Manufacturing, Co. of Tampa, FL for the Replacement of the Wewahootee Sodium Hypochlorite Tank Replacement; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,998.00 (10%); To Authorize the City Manager to Execute the Contract; To Approve a Resolution Amending the FY 2023 Budget, BAF# 23-022-A.

.

CITY OF COCOA
MASTER TABULATION SHEET

Wewahootee WTP Sodium Hypochlorite Tank Replacement

ITB B-23-09-COC

ITB Final Tabulation: October 12,2022

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Bid	Total Accumulated Bid
Odyssey Manufacturing Co. 1484 Massaro Blvd. Tampa, FL 33619-3006	$ 399,978.00	$ 399,978.00

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Utilities	*Division:* Dyal WTP	*Project #:* WS21BL
Solicitation Details		
Bid / RFP / RFQ #: B-23-09-COC	*Title:* Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement	
Vendor Information		
Awarded To: Odyssey Manufacturing Company		*Contract Amount:* $399,978.00
Description of Work: Demo existing four (4) Polyethelyne Tanks, replace with two (2) FRP tanks, install concrete pads and concrete curb, install new connections and piping as per technical specification published in the ITB.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* November 4, 2022	*Signature:*

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

CITY OF COCOA
CONSTRUCTION CONTRACT

B-23-09-COC

Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Table of Contents

CONSTRUCTION AGREEMENT 2

EXHIBIT A – Performance and Payment Bond 20

EXHIBIT B – ITB B-23-09-COC 23

EXHIBIT C – Contractor Response 24

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **ODYSSEY MANUFACTURING COMPANY**, a Delaware corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for construction services related to the Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa, dated July 2022; ITB Documents issued by the City, dated September 7, 2022; Contractor's Bid Submittal, dated October 12, 2022; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

   f. ITB B-23-09-COC issued by the City of Cocoa dated September 7, 2022, including any subsequently issued Addenda

g. Contractor's Bid Submittal

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. Contract Time is considered to begin when OWNER issues Notice to Proceed (NTP) to the CONTRACTOR. OWNER acknowledges that longer than usual lead times may exist for certain equipment related to the project work and will coordinate the issuance of NTP so that Contract Time will begin upon receipt of required equipment. CONTRACTOR agrees to provide proof of submittals if requested by OWNER.

c. The Work shall be substantially completed within One Hundred and Twenty (120) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within Thirty (30) calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

e. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$100** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$50** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of Three Hundred Ninety Nine Thousand Nine Hundred and Seventy Eight Dollars **($399,978)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood;

windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (_X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa Accounts Payable Division, 65 Stone Street, Cocoa, FL 32922 as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Sean Mcfarland, Water Treatment Manager, 28400 FL-520, Christmas, FL 32709, as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Sean McFarland, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and

operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

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

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not

limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

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

35. **WAIVER AND ELECTION OF REMEDIES -** Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name:	ODYSSEY MANUFACTURING COMPANY
Attn:	PATRICK ALLMAN
Address:	1484 MASSARO BLVD
	TAMPA, FL 33619
Phone:	813-635-0339
Email:	pallman@odysseymanufacturing.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

ODYSSEY MANUFACTURING COMPANY

By: _____
Patrick Allman, General Manager

Date: 11.15.2022

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 15th day of November, 2022, by Patrick Allman, the General Manager of Odyssey Manufacturing Co, who is personally known to me or who produced _____ as identification and who did take an oath.

LINNEA A. ISON
MY COMMISSION # GG 952418
EXPIRES: March 31, 2024
Bonded Thru Notary Public Underwriters

_____
(Notary Public Signature)
Linnea A. Ison
(Print Name)
Notary Public, State of Florida
Commission No.: GG 952418
My Commission Expires: 3/31/2024

EXHIBIT A – Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	107587423
Contractor Name:	Odyssey Manufacturing Company
Contractor Address:	1484 Massaro Blvd. Tampa, FL 33619
Contractor Phone No.:	(813) 635-0339
Surety Company:	Travelers Casualty & Surety Company of America 1 North Dale Mabry Highway, Suite 1005 Tampa, FL 33609
Surety Agent:	David B. Shick, Attorney-In-Fact
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$399,978.00
Bond Amount:	$399,978.00
Contract No. (if applicable):	B-23-09-COC
Description of Work:	**Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement**
Project Address:	Orange County, Florida
Legal Description:	Wewahootee Water Treatment Plant
Bid Number:	ITB B-23-09-COC

BY THIS BOND, we Odyssey Manufacturing Company as Principal

and Travelers Casualty & Surety Company of America a Corporation as Surety,

are bound to City of Cocoa, herein called Owner, in the sum

of $ 399,978.00 ----------, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of Sodium Hypochlorite Tank Replacement as specified for the Wewahootee Water Treatment Plant location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company: Odyssey Manufacturing Company

(Corporate Seal)

Signature _____

Title General Manager

SURETY

Company: Travelers Casualty & Surety Company of America

(Corporate Seal)



Signature _____

David B. Shick, Attorney-In-Fact &
Title Licensed FL Resident Agent #A241176

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA**, **Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, _____

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PROSURE GROUP
BONDING TOGETHER . BUILDING TOGETHER

7217 Benjamin Road
Tampa, FL 33634

(813) 243-1110
(813) 243 -1109 fax
contractbonds@prosuregroup.com
www.prosuregroup.com

November 8, 2022

City of Cocoa, FL - Purchasing Department
65 Stone Street, Room 311
Cocoa, FL 32922

Contractor: Odyssey Manufacturing Company
Project: Wewahootee Water Treatment Plant Sodium Hypochlorite Tank Replacement
Bond #: 107587423
Amount: $399,978.00

RE: Authorization to Date Bonds and Power Of Attorney

To Whom It May Concern:

We have executed the captioned bond(s) on behalf of **Odyssey Manufacturing Company** in favor of the **City of Cocoa, FL - Purchasing Department.** Please note that we have not dated the bond(s) or the Power of Attorney. The copy of the contract we received was not dated and as the bond(s) guarantee(s) the contract, they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and/or Payment bond(s), as well as the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date.

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Sincerely,
Travelers Casualty and Surety Company of America

David B. Shick
Attorney-In-Fact for Surety

EXHIBIT B – ITB B-23-09-COC

EXHIBIT C – Contractor Response

RESOLUTION NO. 2022-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, at the Budget Workshop assembled on the 13th day of December, 2022

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-022-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 12/01/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 239,967	424-0000-381.91-21		Trx from 421 to 424	$ 0	$ 554,810	$ 794,777	$ 412,110
$ 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
$ 239,967	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 239,967)	421-4020-536.63-00	WS17FC	Water Sewer/Infrastructure	$ 0	$ 554,810	$ 314,843	$ 412,110
$ 239,967	421-4010-581.91-24		Trx from 421 to 424	$ 326,755	$ 694,615	$ 934,582	$ 413,206
$ 239,967	424-4020-536.64-00	WS21BL	Water Sewer/Machinery & Equipment	$ 326,755	$ 694,615	$ 934,582	$ 413,206
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 239,967	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal WTP has a Chlorine tank replacement project scheduled for FY 2023 at the Wewahootee facility. $200,000.00 was initially budgeted because when the budget was determined, the tanks were the only items to be replaced. Staff decided that a containment area was needed for safety reasons. The containment area wall will mitigate any spills if one of the tanks has a leak. Money is being moved from the Surface Water PLC upgrade project funds, which had additional funds left over to pay for the additional work for the Chlorine Tank replacement. Agenda 22-724.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/13/22 *RESOLUTION #:* 2022-132

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

12/1/22	Sean McFarland Digitally signed by Sean McFarland Date: 2022.12.01 11:20:12 -05'00'	12/1/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.12.02 09:36:55 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.12.01 12:21:18 -05'00'	12/6/22	Lora Howell Digitally signed by Lora Howell Date: 2022.12.06 17:12:29 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2022-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE WEWAHOOTEE SODIUM HYPOCHORITE TANK REPLACMENT/PROJECT #B-23-09-COC IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $39,998.00 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on December 13, 2022, the City Council authorized the City Manager to proceed with the Wewahootee Tank Replacement/project #B-23-09-COC, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Wewahootee Tank Replacement/project #B-23-09-COC, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $439,976.00 budgeted by the City Council for the project inclusive of the $39,998.00 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 13th day of December, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-661	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	11/1/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of $4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COI-Atlantic Exp 4-18-23.pdf Contingency Resolution.pdf WS21SC Quote Tabulation Sheet.pdf Proposal Bid Submittal TO - ATLANTIC 2023-07 $4,399,523.54 (12-13-22) UT-ENGR.pdf Budget Resolution FY23.pdf BAF 23-026-PT-UT-SeaRay Bridge 36in Water Main (12-13-22) Agenda 22-661.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2022
Agenda Date: December 13, 2022
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of $4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT.

BACKGROUND:

Brevard County (County) is currently in the process of designing the replacement of the Sykes Creek Bridge on Sea Ray Drive. This bridge was damaged during Hurricane Matthew in 2016, and the County has since determined that the bridge needs to be replaced. The City of Cocoa has a 36-inch water main aerial crossing that is attached to the existing bridge which will have to be relocated to

accommodate County's proposed bridge replacement project. The relocation will consist of the replacement of approximately 1,400 linear feet of water main, a significant portion of which will be directionally drilled under Sykes Creek, which will eliminate the conflict with the bridge replacement project, increase the reliability of a critical transmission pipe, and reduce vulnerability during future storm events.

Jacobs Engineering Group Inc. (Jacobs) performed the design and permitting services under Task Order 2022-22, and will perform the engineering services during construction (SDC) under Task Order 2023-29, pending City Council approval.

On September 16, 2022, the City of Cocoa solicited quotes for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project from three (3) continuing service contractors pre-qualified by the City of Cocoa Utilities Department under RFQ 20-18-COC City of Cocoa General Contractor - Utility Systems. The following responses were received:

- Atlantic Development of Cocoa, Inc. (Atlantic) - $4,399,523.54;
- Danus Utilities, Inc. - response of "No Bid";
- Southern Underground Industries, Inc. - no response.

Staff is requesting City Council approval of Task Order 2023-07 with Atlantic for construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project as a multi-year contract.

Staff is also requesting that City Council approve an additional $439,952.35 as contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue forward while minimizing delays.

The additional $439,952.35 Construction Contingency Budget will not be added to the initial purchase order. Each change order will be reviewed by staff before it is sent to the City Manager for approval, and subsequently added to the purchase order.

Staff recommends approval of Task Order 2023-07 with Atlantic for construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project.

This project is partially funded in FY23. A Budget Adjustment Form (BAF) is necessary to allocate additional funding from Project Number WS1201 Account Number 424-4055-536.63-00 (Infrastructure) to Project Number WS21SC Account Number 424-4055-536.63-00 (Infrastructure).

Contractor Bid	$4,399,523.54
Construction Contingency	$439,952.35 (10%)
Total Project Cost:	$4,839,475.89

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#23-026-PT

Amount Requested:	($2,055,874)
Account Number:	424-4055-536.63-00, WS1201
Account Name:	Infrastructure

Amount Requested:	$2,055,874
Account Number:	424-4055-536.63-00, WS21SC
Account Name:	Infrastructure

Total Request

Amount Requested:	$4,839,475.89
Account Number:	424-4055-536.63-00, WS21SC
Account Name:	Infrastructure

Source of Funds: Capital

TOTAL COST FOR MULTI-YEAR CONTRACT: $4,839,475.89

PREVIOUS ACTION:

On October 27, 2020, City Council awarded RFQ 20-18-COC, General Contractor - Utility Systems to Atlantic as one of the City of Cocoa's Utilities General Construction Contractors, and authorized the City Manager to negotiate and execute the Agreement for Utilities General Construction Contractor with Atlantic.

On September 28, 2021, City Council approved Task Order 2022-22 with Jacobs to provide design and permitting services for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Project.

RECOMMENDED MOTION:

To Approve Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for Construction of the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $439,952.35 (10% of the Contract Amount) for a Total Project Cost of $4,839,475.89; To Approve a Resolution Amending the FY2023 Budget, BAF 23-026-PT.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2022

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

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

PRODUCER Baldwin Krystyn Sherman Partners LLC 1115 Bartow Road Lakeland FL 33801 License#: L002281	**CONTACT NAME:** Angel McGhee **PHONE (A/C, No, Ext):** 863-686-2113 **FAX (A/C, No):** 863-682-6292 **E-MAIL ADDRESS:** angel.mcghee@bks-partners.com
INSURED ATLADEV-01 Atlantic Development of Cocoa, Inc. 2185 W. King Street Cocoa FL 32926	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Continental Insurance Co / 35289 **INSURER B :** Continental Casualty Company / 20443 **INSURER C :** Markel American Insurance Comp / 28932 **INSURER D :** ICW Group **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 270225845 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6076576360	4/23/2022	4/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X PIP	Y	Y	BUA6076576391	4/23/2022	4/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUE6076576388	4/23/2022	4/23/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WFL 5065234 00	4/18/2022	4/18/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Rented or Leased Equipment			MKLM3IM0051194	4/23/2022	4/23/2023	$400,000 Limit	1% 1K Min Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured for general liability, auto liability and workers' compensation.

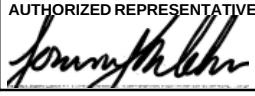
CERTIFICATE HOLDER

City of Cocoa
351 Shearer Blvd
Cocoa FL 32922
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

CITY OF COCOA

QUOTE TABULATION SHEET

QUOTE DUE DATE: October 19, 2022 3:00 P.M.

PROJECT NUMBER: WS21SC – Sea Ray Drive Bridge 36-Inch Water Main Relocation Project

VENDOR	00300 Quote Form TOTAL BASE QUOTE	00300 Quote Form TOTAL ALTERNATIVE A QUOTE	Quote Form Attached	00330 Listing of Subcontractors	00675 Florida Trench Safety Act	E-Verify Affadavit	Receipt of Addenda #1 - #6	Additional Qualifications
Atlantic Development of Cocoa, Inc. 2185 West King Street Cocoa, Florida 32926	N/A	$4,399,523.54	Y	Y	Y	Y	Y	Y
Danus Utilities, Inc. 2320 Beardall Avenue Sanford, Florida 32771	DID NOT QUOTE							
Southern Underground Industries, Inc. 1454 SW 13th Court Pompano Beach, Florida 33069	NO RESPONSE							

Atlantic Development of Cocoa, Inc.

CITY OF COCOA

SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING

OCTOBER 19, 2022

Glenn Grignon
ggrignon@atlanticdevelopmentofcocoa.com
C: (321)403-4896

2185 West King Street
Cocoa, FL 32926
P: (321) 639-8788 | F: (321) 632-3655

BID ADDENDUM NO. 1
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
SEPTEMBER 21, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to, and shall take precedence over, the original documents.

APPENDIX A - TECHNICAL SPECIFICATIONS:

1. Specification Section 01000, Sub-Paragraph 1.10.B, Sub-Paragraph 5 is added:

    5. In-water construction and demolition work is not anticipated by the Owner and no permits authorizing in-water work for Sykes Creek have been obtained by the Owner. Contractor shall be responsible for all additional costs and permitting associated with performing and authorizing in-water work including the following:

        a. Contractor shall submit a work plan for all in-water construction or demolition activities for Owner and Engineer review and approval.

        b. Contractor shall be responsible for applying for applicable permit(s) from the appropriate state and federal agencies having jurisdiction.

        c. Contractor shall include all permitting and construction costs associated with in-water work in the bid price.

        d. Contractor shall include the additional in-water construction permitting acquisition in the project schedule.

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:
Atlantic Development of Cocoa, Inc.

Mailing Address:
2185 West King St., Cocoa, FL 32926

Authorized Signatory

Glenn Grignon
Printed Name

Vice President
Title

10/13/2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

BID ADDENDUM NO. 2
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
SEPTEMBER 27, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to, and shall take precedence over, the original documents.

Division 0 – Procurement and Contracting Requirements:

1. Section 00020 Page 3, the following revised dates shall take precedence:

   Quotes will be received no later than 3:00 p.m. on October 19th, 2022.

   A non-mandatory pre-quote conference will be held at 1:00 p.m. on October 5th, 2022.

   Questions are due by 3:00 p.m. on October 12th, 2022.

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:
Atlantic Development of Cocoa, Inc.

Mailing Address:
2185 West King St., Cocoa, FL 32926

Authorized Signatory

Glenn S Grignon
Printed Name

Vice President
Title

10/18/2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

BID ADDENDUM NO. 3
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
OCTOBER 10, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

PRE-QUOTE CONFERENCE (NON-MANDATORY):

1. A non-mandatory pre-quote conference was held on October 5, 2022 at 1:00 p.m.

QUOTE DOCUMENTS AND SPECIFICATIONS - DIVISION 0 - QUOTE SCHEDULE:

1. The quantity in the Quote Schedule for Item No. 12 Pavement Removal and Replacement is hereby revised to 507 Square Yards. A revised Quote Schedule Form shall be sent in a future addendum.

QUOTE DOCUMENTS AND SPECIFICATIONS - APPENDIX A - TECHNICAL SPECIFICATIONS:

1. Specification Section 02441, Sub-Paragraph 3.8.K, is deleted:

   ~~K. Buoyancy Control required for all pipe pullbacks greater than 2,000 linear feet in length.~~

2. Specification Section 02441, Sub-Paragraph 3.8.K is added:

   K. For pipe diameters less than 20 inches, Buoyancy Control is required for all pipe pullbacks greater than 2,000 linear feet in length. For pipe diameters 20 inches and larger, Buoyancy Control is required for all pipe pullbacks greater than 1,000 linear feet in length.

PRE-QUOTE QUESTIONS:

1. **Question:** Does the material on this project need to be "AIS" or "Buy America"?
   Response: The project materials are not required to be AIS or Buy America. However, contractors are requested to procure domestically manufactured materials whenever possible.

2. **Question:** The fittings required for the ARV Assembly (Detail on Sheet 12), is the cost to be included in line item #5 or item # 7?
   Response: The costs of the fittings required for the ARV Assembly shown of Detail 7 on Drawing C06 (Sheet 12) with the exception of the 36"x36"x8" DI Tee shall be included in unit cost of item #7 of the Quote Schedule. The 36"x36"x8" DI Tee for each ARV Assembly is also shown on plan and profile sheets (Drawings C01 through C03) and is included in the quantity shown for item #5 of the Quote Schedule. Contractors shall include costs of furnishing and installing the 36"x36"x8" DI Tees in item #5 of the Quote Schedule.

3. **Question:** In the ARV detail on Sheet 12, the 6" 90 degree bend is called out as SST? Is this correct?
   Response: The stainless steel material reference in the callout is in error. A ductile iron fitting is required. This fitting callout shall be corrected on the consolidated drawings to say "6" DI 90° BEND, RMJ". Contractors shall base the ARV Assembly unit cost on using a 6" ductile iron 90° Bend fitting in lieu of 6" SST 90° bend referenced in the ARV detail.

4. **Question:** In the quote documents, Division 0 Page 15 requires list of similar projects within 8 years. Is this requirement of 8 years necessary?
   Response: Project experience may be obtained with the use of a subcontractor's project experience within the terms and conditions of the Contract Documents, further amended as stated herein: The 8-year limitation for acceptable project experience is required for horizontal directional drill (HDD) work, and all subcontractor work. All other experience submitted is not limited to the 8-year requirement.

5. **Question:** I have heard from suppliers that there may be a long lead time on the 36" DIP, are there any alternates accepted?
   Response: An alternate pipe material will not be considered. The City recognizes that procurement times are unusually long for some materials in the current economic environment. The project is to be completed within 168 calendar days from Notice to Proceed per Section 00300. The City intends to extend the project schedule to account for procurement of long lead time materials. The project schedule assumed normal material procurement times of 90 days or less. Quoters shall identify materials with procurement times greater than 90 days and the projected procurement time for the material. A future addendum shall be issued to revise submittal requirements to include this information.

6. **Question:** Is pavement restoration required for the line stop work included in Quote Item No. 15 of the Quote Schedule?
   Response: Contractors shall assume all project pavement restoration costs are included in the unit cost and quantity quoted in Quote Item No. 12. If the pavement restoration requirements should exceed the quantity for Quote Item No. 12 during the project, the Contractor shall negotiate a change order with the City based on the quoted unit cost.

7. **Question:** The Quote Form and Quote Schedule indicate a single line stop installation in the Quote Alternative B. The unit cost for multiple line stop installations versus a single line stop are significantly reduced due to fixed mobilization costs. Does the City want to modify the quote to consider a multiple line stop unit cost?
   Response: Yes. Quote Form and Quote Schedule will be revised to add a Quote Alternative C for two (2) line stop installations in a future addendum. Quote Alternative B shall remain on the Quote Form and Quote Schedule for a unit cost based on a single line stop installation.

8. **Question:** On the bid requirements, Sub-Attachment E, does the bidder have to have all the below insurance policies at the time of bidding or can they be purchased after the project has been awarded to them?
   Insurance:
   a. Public Liability & Property Damage Insurance
   b. Builders Risk/Installation Floater
   c. Pollution Liability
   d. Marine General Liability
   e. Watercraft Liability

   Response: Proof of insurance for the Additional Insurance Requirements indicated in Section 00440 is not required at the time of bidding, but will be required from the selected bidder before issuance of the Task Order or Notice to Proceed.

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:
Atlantic Development of Cocoa, Inc.

Mailing Address:
2185 West King Street, Cocoa, FL 32926

Glenn S. Grignon
Authorized Signatory

Glenn S Grignon
Printed Name

Vice President
Title

10/18/2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

BID ADDENDUM NO. 4
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
OCTOBER 14, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

QUOTE DOCUMENTS AND SPECIFICATIONS - DIVISION 0 SECTION 00300:

1. The Quote Form and Quote Schedule is replaced in its entirety with the revised Quote Form and Quote Schedule attached to this addendum.

APPENDIX A - TECHNICAL SPECIFICATIONS:

1. Specification Section 01025, Sub-Paragraph 1.7.A.15, is deleted:

~~15. Alternative Bid Item No. 15 – F&I 36-inch Line Stops on PCCP Potable Water Main~~

~~a. Description: This Bid Item describes measurement and payment for lines stops installed on existing 36-inch pre-stressed cylindrical concrete pipe (PCCP) potable water pipelines. The quantity to be paid for under this item is the number of line stops acceptably furnished, installed, removed, and plugged where directed by the Owner/RPR.~~

~~b. Measurement: Measurement will be per each based on the number of line stops installed, and then removed and plugged following use.~~

~~c. Payment: The unit bid price shall include the cost for Thompson Pipe Group services for subcontracted field services to perform the line stop connection the existing PCCP water main; furnishing and installing line stops, concrete support blocks, gravel bed, excavation, backfill, compaction, dewatering, sheeting, shoring, asphalt pavement, driveway, concrete sidewalk, and concrete curb replacement; sod replacement, erosion control, and incidental construction associated with these items.~~

2. Specification Section 01025, Sub-Paragraph 1.7.A.15 is added:

15. Alternative Bid Item No. 15 – F&I Single 36-inch Line Stop on PCCP Potable Water Main
    a. Description: This Bid Item describes measurement and payment for a single line stop installed on existing 36-inch pre-stressed cylindrical concrete pipe (PCCP) potable water pipelines. The quantity to be paid for under this item is for one line stop acceptably furnished, installed, removed, and plugged where directed by the Owner/RPR.
    b. Measurement: Measurement shall be lump sum for installation of a single line stop, and then removal and plugging following use.

c. Payment: Payment will be made on a lump sum basis for the cost of Thompson Pipe Group services for subcontracted field services to perform the line stop connection on the existing PCCP water main; furnishing and installing the line stop, concrete support blocks, installation of a 2-inch tap of the PCCP water main if required to depressurize the water main, gravel bed, excavation, backfill, compaction, dewatering, sheeting, shoring, asphalt pavement, driveway, concrete sidewalk, and concrete curb replacement; sod replacement, erosion control, and incidental construction associated with these items.

3. Specification Section 01025, Sub-Paragraph 1.7.A.16 is added:

16. Alternative Bid Item No. 16 – F&I Multiple 36-inch Line Stops on PCCP Potable Water Main
    a. Description: This Bid Item describes measurement and payment for multiple line stops installed on existing 36-inch pre-stressed cylindrical concrete pipe (PCCP) potable water pipelines. The quantity to be paid for under this item is the number of line stops acceptably furnished, installed, removed, and plugged where directed by the Owner/RPR.
    b. Measurement: Measurement will be per each based on the number of line stops installed, and then removed and plugged following use.
    c. Payment: The unit bid price shall include the cost for Thompson Pipe Group services for subcontracted field services to perform greater than one line stop connection on the existing PCCP water main; furnishing and installing line stops, concrete support blocks, installation of a 2-inch tap of the PCCP water main if required to depressurize the water main, gravel bed, excavation, backfill, compaction, dewatering, sheeting, shoring, asphalt pavement, driveway, concrete sidewalk, and concrete curb replacement; sod replacement, erosion control, and incidental construction associated with these items.

.

PRE-QUOTE QUESTIONS:

The response to Pre-Quote Question No. 5 of Addendum No. 3 is revised per the following:

5. **Question:** I have heard from suppliers that there may be a long lead time on the 36" DIP, are there any alternates accepted?
   Response: An alternate pipe material will not be considered. The City recognizes that procurement times are unusually long for some materials in the current economic environment. The project is to be completed within 168 calendar days from Notice to Proceed per Section 00300. ~~The City intends to extend the project schedule to account for procurement of long lead time materials. The project schedule assumed normal material procurement times of 90 days or less. Quoters shall identify materials with procurement times greater than 90 days and the projected procurement time for the material. A future addendum shall be issued to revise submittal requirements to include this information.~~ Any requested changes to the scope of work should be submitted per the

terms and conditions of RFQ 20-18-COC Agreement for Utilities General Construction Contractor by the selected Contractor.

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:

Atlantic Development of Cocoa, Inc.

Mailing Address:

2185 West King Street, Cocoa, FL 32926

Authorized Signatory

Glenn S. Grignon

Printed Name

Vice President

Title

10/18/2022

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

SECTION 00300
QUOTE FORM

Sea Ray Drive Sykes Creek 36-Inch Water Main Crossing
City of Cocoa

Proposal of Atlantic Development of Cocoa, Inc.
(Name)
2185 West King Street, Cocoa, FL 32926
(Address)

to furnish all materials, service, equipment, and labor required, for Sea Ray Drive Sykes Creek 36-Inch Water Main Crossing as specified in the Contract Documents.

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

TOTAL BASE QUOTE (Bid Items 1 through 13)	$ NO BID

NO BID Dollars
(**ABOVE** Total Written in words)

TOTAL ALTERNATIVE A QUOTE (Bid Items 1, 2, and 4 through 14)	$ 4,399,523.54

Four million three hundred ninety nine thousand five hundred twenty three Dollars and fifty four cents
(**ABOVE** Total Written in words)

ALTERNATIVE B QUOTE (Bid Item 15 Only; Additive)	$ 138,089.60

One hundred thirty eight thousand eighty nine Dollars and sixty cents
(**ABOVE** Total Written in words)

ALTERNATIVE C QUOTE (Bid Item 16 Only; Additive)	$ 552,356.00

Five hundred fifty two thousand three hundred fifty six Dollars and zero cents
(**ABOVE** Total Written in words)

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

CITY OF COCOA
Sea Ray Drive Sykes Creek 36-Inch Water Main Crossing

QUOTE SCHEDULE
Quoter will complete the Work in accordance with the Contract Documents for the following prices:

BASE QUOTE

Item No.	Item Description	Qty	Unit	Unit Price ($)	Extended Price ($)
1	Mobilization, Bonds, Insurance, General Conditions (8% Max)	1	LS	341,476.00	341,476.00
2	Demobilization and As-Built Drawings	1	LS	45,000.00	45,000.00
3	F&I 36-inch Fusible PVC - DR21 Water Main by HDD	1,250	LF	NO BID	NO BID
4	F&I 36-inch Ductile Iron Potable Water Main by Open Trench	240	LF	1,505.50	361,320.00
5	F&I 36-inch Compact Ductile Iron Fittings	27,020	LB	30.00	810,600.00
6	F&I 36-inch Gate Valves and Valve Boxes	2	EA	137,502.50	275,005.00
7	F&I Combination Air/Vacuum Release Valve Assembly	2	EA	81,480.45	162,960.90
8	Connections to Existing City of Cocoa PCCP Water Main	1	LS	325,611.00	325,611.00
9	Unsuitable Material Excavation	50	CY	50.00	2,500.00
10	Select Backfill Below Grade	450	CY	55.00	24,750.00
11	Tree Clearing and Grubbing	1	LS	7,500.00	7,500.00
12	Pavement Removal and Replacement	507	SY	200.00	101,400.00
13	36-inch Water Main Demolition and Removal	1	LS	378,900.64	378,900.64
	Total Extended Base Quote Price (Bid Items 1 – 13)			**$** NO BID	

ALTERNATIVE A QUOTE

Item No.	Item Description	Qty	Unit	Unit Price ($)	Extended Price ($)
14	F&I 42-inch HDPE - DR13.5 Water Main by HDD	1,250	LF	1,250.00	1,562,500.00
	Total Alternative A Quote Price (Bid Items 1, 2, 4 - 14)			**$** 4,399,523.54	

ALTERNATIVE B QUOTE

Item No.	Item Description	Qty	Unit	Unit Price ($)	Extended Price ($)
15	F&I Single 36-inch Line Stop on PCCP Potable Water Main	1	LS	138,089.60	138,089.60
	Alternative B Quote Price (Bid Item 15 only)			**$** 138,089.60	

ALTERNATIVE C QUOTE					
Item No.	**Item Description**	**Qty**	**Unit**	**Unit Price ($)**	**Extended Price ($)**
16	F&I Multiple 36-inch Line Stops on PCCP Potable Water Main	2	EA	276,178.00	552,356.00
	Alternative C Quote Price (Bid Item 16 only)			**$**	552,356.00

Quoter acknowledges that the estimated quantities indicated in the Quote Schedule are not guaranteed, and are solely for the purpose of comparison of quotes, and final payment for all unit price quote items will be based on actual quantities, determined as provided in the Contract Documents.

Submitted by: Glenn S. Grignon

Contractor: Atlantic Development of Cocoa, Inc.

Address: 2185 West King Street, Cocoa, Florida 32926

Telephone: (321) 639-8788

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: James Moore License No.: CUC057160

The undersigned also agrees as follows:

1) The undersigned agrees that the quote shall remain firm for a period not to exceed ninety (90) calendar days from the due date of the quote. The undersigned agrees to commence the work with an adequate force and equipment within thirty (30) calendar days following receipt of Notice to Proceed or Original Purchase Order. The work shall be substantially completed within one hundred sixty-eight (168) calendar days after the issue date of Notice to Proceed or Original Purchase Order. The work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the actual date of Substantial Completion. The Contractor agrees to reimburse the City of Cocoa, Florida, liquidated damages per the terms and conditions of RFQ 20-18-COC, Agreement for Utilities General Construction Contractor, except that the amount of liquidated damages is amended to $1,694* per day for each calendar day that expires after the time specified herein for Substantial Completion until the work is substantially completed within said time period.

2) The Contractor shall procure and shall maintain the insurance requirements during the life of this Contract.

Atlantic Development of Cocoa, Inc.
(Company or Corporation Name)

2185 West King Street
(Street or P.O. Box)

Cocoa, Florida 32926
(City, State and Zip Code)

(321) 639-8788
(Area Code and Phone Number)

(321) 632-3655
(Area Code and Fax Number)

ggrignon@atlanticdevelopmentofcocoa.com
(Email Address)

By: Glenn S. Grignon - Vice President
(Name Printed and Title)

Glenn S. Grignon
Signature)

*Value is based on the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2022, Division I, Section 8-10.2.

BID ADDENDUM NO. 5
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
OCTOBER 18, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to, and shall take precedence over, the original documents.

PRE-QUOTE QUESTION:

1. **Question:** I was just notified by the manufacturer of the Fusible PVC that they are not providing a bid for this project. Materials are not available. Are we to leave Bid Item #3 blank or "No Bid" placed in the tab?
   Response: In the event that material for Bid Item No. 3 is not available to such an extent that a quote is unable to be provided for Bid Item No. 3, the Quoter may indicate the phrase "No Bid" limited to only the following locations of Division 0 Section 00300:
   Quote Form:
   - Total Base Quote (Bid Items 1 through 13)

   Quote Schedule:
   - Bid Item No. 3 Unit Price
   - Bid Item No. 3 Extended Price
   - Total Extended Base Quote Price (Bid Items 1 – 13)

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:
Atlantic Development of Cocoa, Inc.

Mailing Address:
2185 West King Street, Cocoa, FL 32926

Glenn S. Grignon
Authorized Signatory

Glenn S. Grignon
Printed Name

Vice President
Title

10/18/2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

SECTION 00330
LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed, the successful Quoter shall not substitute subcontractors without approval from the Engineer and Owner.

DESCIRPTION OF WORK	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
HDD	Name : K3 Directional Drilling,Inc. Address: 8526 SW Kansas Ave. City: Stuart State: FL zip: 34997 Phone: (772)600-7118	1. 2. 3.
Taps & Linestops	Name: Rangeline Tapping Services,Inc. Address : PO BOX 210155 City : Royal Palm Beach State: FL zip: 33421 Phone: (800)346-5971	1. 2. 3.
Asphalt	Name: Goodson Paving Address : 630 Cidco Rd City : Cocoa State: FL zip: 32926 Phone: (321)631-5523	1. 2. 3.
SOD	Name: Bonnie's Sod Address : 4220 Turtle Mound Rd. City : Melbourne State: FL zip: 32934 Phone: (321)403-3021	1. 2. 3.
Surety/Asbuilts	Morgan & Associates 504 N. US Hwy. 1 Melbourne, FL 32935	

SUB-ATTACHMENT A

RECORD OF SIMILAR PROJECTS

1. On a separate sheet(s), list similar projects currently in progress that have successfully reached substantial completion, giving the name of project, owner, design engineer, contract amount, percent complete and scheduled final completion date.

2. On a separate sheet(s), list similar projects fully completed in the past eight (8) years, giving the name of project, owner, design engineer, contract amount, and dates of substantial and final completion.

3. Provide the details of projects that demonstrate compliance with minimum qualifications on the form titled "Minimum Qualifications - Detailed Project Statement".

   The Quoter and its subcontractors must demonstrate that it has successfully completed a minimum of three Type A projects and two Type B projects within the past eight years as described under Project Experience. Such similar projects must have been completed under the Quoter's or subcontractor's current name and substantially same principal ownership. The Quoter must demonstrate that its Project Manager has successfully completed a minimum of two Type B projects. Although the Project Manager must be a current employee of the Quoter, the experience may have been gained while employed elsewhere. The Quoter or its subcontractors must demonstrate that its HDD Site Superintendent and its Drilling Fluids Engineer have each successfully completed a minimum of three Type A projects within the past eight years. The Quoter may subcontract the work of the HDD Site Superintendent, the Drilling Fluids Engineer, and the PCCP Site Superintendent, although the Quoter must demonstrate such subcontractor's compliance with minimum qualifications.

   Complete one Detailed Project Statement for each project that demonstrates compliance with the minimum requirements for Type A and Type B projects. Identify the title of the attached Detailed Project Statements that demonstrate compliance for each category set forth below.

   a. Detailed Project Statements attached
      - ☒ Project Type A: FPL - Duct Bank (*insert project title*)
      - ☒ Project Type A: Barge Canal
      - ☒ Project Type A: Eau Gallie River
      - ☒ Project Type B: FPL - Duct Bank
      - ☒ Project Type B: County Road 210 Utility Relocation

   b. Potential Project Manager Name: Glenn Grignon

Project Manager's Detailed Project Statements attached

- ☐ Project Type B: _____
- ☐ Project Type B: _____

c. Potential HDD Site Superintendent Name: Bud Carlson
HDD Site Superintendent's Detailed Project Statements attached

- ☐ Project Type A: See attached *(insert project title)*
- ☐ Project Type A: See attached
- ☐ Project Type A: See attached

d. Potential PCCP Site Superintendent Name: Glenn Grignon
PCCP Site Superintendent's Detailed Project Statements attached

- ☐ Project Type B: _____ *(insert project title)*
- ☐ Project Type B: _____

e. Potential Drilling Fluids Engineer Name: TJ Mills
Drilling Fluids Engineer's Detailed Project Statements attached

- ☐ Project Type A: See attached *(insert project title)*
- ☐ Project Type A: See attached
- ☐ Project Type A: See attached

MINIMUM QUALIFICATIONS - DETAILED PROJECT STATEMENT

Complete one Detailed Project Statement for each project that demonstrates compliance with the minimum requirements for Type A and Type B project.

This Detailed Project Statement is applicable to the following (mark and name all that apply to project detailed):

☐ Quoter and its Subcontractors:
See attached (3 Type A and 2 Type B required)

☐ Project Manager:
See attached (2 Type B required)

☐ HDD Site Superintendent:
See attached (3 Type A required)

☐ PCCP Site Superintendent:
See attached (2 Type B required)

☐ Drilling Fluids Engineer:
See attached (3 Type A required)

1. Identification of Project
   Name of Project: _____
   Contract Number: _____
   Project Number: _____
   Location: _____

2. Identification of Owner
   Name: _____
   Address: _____
   Telephone Number: (___) _____

   Contact Person (name and title): _____
   Contact Person Email: _____
   Contact Person Telephone: _____

3. Identification of Contractor
   Name: _____
   Address: _____
   Telephone Number: (___) _____
   Contact Person (name and title): _____
   Contact Person Email: _____
   Contact Person Telephone: _____

3. Identification of Engineer of Record

Name: _____
Address: _____
Telephone Number: (___) _____

4. Contract Dates—Attach additional information if project was not on schedule.
Started: _____

Contractual Completion: _____

Actual Completion: _____

5. Describe the project and identify pipeline size, maximum depth, length and types.

See attached

6. Identification of bonding company
Name of Bonding Company: Wagner Bonding & Insurance Co.
Address: PO BOX 2868, Lakeland, FL 33806
Telephone Number: (863) 859-9823

Contact Person (name and title): Dan Wagner - President
Contact Person Email: dan@wagnerbonding.com
Contact Person Telephone: (863) 859-9823

7. Identification of Major Subcontractors. Details for each major subcontractor on project; or if subcontracted, details of the prime contractor:

Name of Major Subcontractor: K3 Directional Drilling, Inc.
Address: 8526 SW Kansas Ave., Stuart, FL 34997
Telephone Number: (772)600-7118

Contact Person (name and title): TJ Mills - Supervisor
Contact Person Email: adam@K3DirectionalDrilling.com
Contact Person Telephone: (772)600-7118

Role In Project: HDD

Name of Major Subcontractor: Rangeline Tapping Services, Inc.
Address: PO Box 210155, Royal Palm Beach, FL 33421
Telephone Number: (800)346-5971

Contact Person (name and title): Mike Mainelli
Contact Person Email: Mike@rangeline.com
Contact Person Telephone: (800) 346-5971

Role In Project: Taps & Linestops

Name of Major Subcontractor: Goodson Paving
Address: 630 Cidco Rd., Cocoa, FL 32926
Telephone Number: (321)631-5523

Contact Person (name and title): Chris Brunies
Contact Person Email: _____
Contact Person Telephone: (321) 631-5523

Role In Project: Asphalt

K3 DIRECTIONAL DRILLING INC.

8526 SW Kansas Ave, Stuart, FL 34997

HDD Projects - Sub-Aqueous

Project Name	FPL - Duct Bank
Location	Port St. Lucie - Florida
Description of Work	4 - 8" & 2 - 3" HDPE - (2) 2,100'
Date of Contract	January 2016
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Barge Canal
Location	North of SR-5258 East side of bridge on Courtenay Parkway
Description of Work	24" FPVC 520'
Date of Contract	June 2016
Company Name	Core Engineering & Construction, Inc.
Company Address	1020 Railroad Ave, Winter Park, FL 32789
Contact Person	Paul Goldsmith
Telephone Number	407-622-2673
E-mail Address	pgoldsmith@core-encon.com

Project Name	Eau Gallie River
Location	Eau Gallie River Crossing, Melbourne, FL
Description of Work	24" HDPE Sub Aqueous
Date of Contract	September 2016
Company Name	Core Engineering & Construction, Inc.
Company Address	1020 Railroad Ave, Winter Park, FL 32789
Contact Person	Paul Goldsmith
Telephone Number	407-622-2673
E-mail Address	pgoldsmith@core-encon.com

Project Name	Turnbull Bay
Location	New Smyrna Beach, FL
Description of Work	12" HDPE - 850'
	16" HDPE - 1,000'
Date of Contract	December 2016
Company Name	B&B Underground & Drilling, Inc.
Company Address	534 Black Ironwood Drive
Contact Person	Lee Bennett
Telephone Number	386-734-0592
E-mail Address	bbunderground@aol.com

Project Name	Loxahatchee River Crossing, Fiber Net
Location	Sawfish Point, Jupter, Florida
Description of Work	6" HDPE - 950'
Date of Contract	February 2017
Company Name	Dennis Hiltz
Company Address	Young's Communications, Inc.
Contact Person	424 West Drive, Melbourne, Florida 32904
Telephone Number	321-723-6025
E-mail Address	dhiltz@ycominc.com

Project Name	NPB Water and Wastewater Infastructure
Location	North Palm Beach, FL
Description of Work	6" HDPE - 910'
Date of Contract	March 2017
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Hospital Creek
Location	Hospital Creek- Vilano Causeway, St. Augustine, FL
Description of Work	2 - 6" D. Bore Sub Auqueous 775'
Date of Contract	March 2017
Company Name	High Power
Company Address	5913 NW 31st Ave, Ft. Lauderdale, FL
Contact Person	Stephanie Jewell
Telephone Number	954-917-1490
E-mail Address	sjewell@hypowerinc.com

Project Name	Reedy Creek Improvement Distric
Location	Reedy Creek Improvement - Contemporary (Water Bridge)
Description of Work	16" FPVC - 1,230'
	18" FPVC - (2) 1,175'
Date of Contract	April 2017
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Southern Blvd.
Location	SR 80 (Washington St. to the Causeway East of Draw Bridge)
Description of Work	8" HDPE - 1,504'
Date of Contract	August 2017
Company Name	Structured Cabling Solutions, Inc.
Company Address	5632 NW 161 St., Miami Gardens, Florida 33014
Contact Person	Syed Shah
Telephone Number	305-628-9445
E-mail Address	syeds@cabling-solutions.com

Project Name	Mayan Tower
Location	900 Riviera Beach, Florida
Description of Work	6" HDPE - 1,000'
Date of Contract	September 2017
Contact Person	Dennis Hiltz
Company Name	Young's Communications, Inc.
Company Address	424 West Drive, Melbourne, Florida 32904
Telephone Number	321-723-6025
E-mail Address	dhiltz@ycominc.com

Project Name	Mayan Tower
Location	900 Riviera Beach, Florida
Description of Work	8" HDPE - 1,590'
Date of Contract	November 2017
Contact Person	Dennis Hiltz
Company Name	Young's Communications, Inc.
Company Address	424 West Drive, Melbourne, Florida 32904
Telephone Number	321-723-6025
E-mail Address	dhiltz@ycominc.com

Project Name	Southern Transmission Main Crossing
Location	I-95 and the Turnpike at Donald Ross Rd Under Lake
Description of Work	1125' - 18" Casing Pipe + 1135' - 10" HDPE pipe
Date of Contract	February 2018
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Jensen Beach Force Main
Location	Jensen Beach, FL
Description of Work	570' - 16" Casing Pipe - Subaqueous
Date of Contract	June 2018
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Miami MCI Bridge
Location	Pelican Harbour, North Miami, FL, 33138
Description of Work	2,240' -2" inside 6" Casing - 2,240' - Subaqueous
Date of Contract	January, 2020
Company Name	MasTec North America Inc
Company Address	18455 NE 2nd Ave, Miami FL, 33179
Contact Person	Mike Perez
Telephone Number	305-401-9585
E-mail Address	Mike.Perez@mastec.com

Project Name	Harbour Island Force Main
Location	Tampa, FL
Description of Work	825' - 14" HDPE - Subaqueous
Date of Contract	January 2020
Company Name	Kimmins Contracting Corp.
Company Address	1501 E. 2nd Avenue, Tampa, Florida 33605
Contact Person	Anwar Akhlaq
Telephone Number	813-924-5090
E-mail Address	AAkhlaq@kimmins.com

Project Name	Curlew & McMullen Booth Water Crossing
Location	Tampa, FL
Description of Work	1,100' - 4" Casing Pipe - Subaqueous
Date of Contract	July 2020
Company Name	Young's Communications, Inc.
Company Address	424 West Drive, Melbourne, Florida 32904
Contact Person	Brandon Gaeta
Telephone Number	321-506-1431
E-mail Address	BrandonG@ycominc.com

Project Name	Pitchlachascotee River
Location	Tampa, FL
Description of Work	800' - 4" Casing Pipe - Subaqueous
Date of Contract	July 2020
Company Name	Young's Communications, Inc.
Company Address	424 West Drive, Melbourne, Florida 32904
Contact Person	Brandon Gaeta
Telephone Number	321-506-1431
E-mail Address	BrandonG@ycominc.com

Project Name	US-19 Ancolte River
Location	Tampa, FL
Description of Work	760' - 6" Casing Pipe - Subaqueous
Date of Contract	November 2020
Company Name	Young's Communications, Inc.
Company Address	424 West Drive, Melbourne, Florida 32904
Contact Person	Brandon Gaeta
Telephone Number	321-506-1431
E-mail Address	BrandonG@ycominc.com

Project Name	Canal Bore Tampa
Location	Tampa, FL
Description of Work	1,000' - 4" HDPE - Subaqueous
Date of Contract	December 2020
Company Name	S&S Directional Boring
Company Address	1508 Dr. MLK Jr Blvd East, Seffner, Florida, 33584
Contact Person	Scott Ozard
Telephone Number	813-376-5780
E-mail Address	sozard@ssboring.com

K3 Directional Drilling, Inc

8526 SW Kansas Ave
Stuart, Florida 34997

HDD Projects - Large Diameter

Project Name	FPL - Duct Bank
Location	Port St. Lucie - Florida
Description of Work	4 - 8" & 2 - 3" HDPE - (2) 1,000', 1,150', 1,350'
	(2) 2,100' Sub-Aqueous
Date of Contract	January 2016
Contract Award Amount	$1.425 Million
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	County Road 210 Utility Relocation
Location	St. Johns County
Description of Work	24" HDPE - 530', 460'
	16" HDPE - 360'
Date of Contract	February 2017
Contract Award Amount	$153,810
Company Name	Callaway Contracting Inc.
Company Address	10950 New Berlin Road, Jacksonville FL 32226
Contact Person	Jeremy Isbell
Telephone Number	904-751-8944
E-mail Address	jeremy@callawaycontracting.com

Project Name	SR 826 / I-75 Express Lanes Water Main Relocation
Location	City of Hialeah
Description of Work	24" HDPE - 500' Stuffed with 16" HDPE
Date of Contract	March 2017
Contract Award Amount	$180,080
Company Name	Condotte America, Inc.
Company Address	2280 W 84th St. Hialeah, FL 33016
Contact Person	Allan Saavedra
Telephone Number	305-506-7572
E-mail Address	asaavedra@condotteamerica.com

Project Name	Osceola Parkway Interchange
Location	Reedy Creek Improvement - Disney
Description of Work	12" HDPE - 470', 690'
	16" HDPE - 330', 330', 580', 600' 480'
Date of Contract	April 2017
Contract Award Amount	$212,200
Company Name	Matthew Sands
Company Address	SanPik, Inc.
Contact Person	576 Monroe Road Suite 1304, Sanford, Florida 32771
Telephone Number	407-450-6969
E-mail Address	m.sands@sanpikinc.com

Project Name	Southern Transmission
Location	Town of Jupiter
Description of Work	18" HDPE - 1,125' Stuffed with 10" HDPE
Date of Contract	March 2018
Contract Award Amount	$114,000
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	The Villages Phase I
Location	Wildwood, Florida
Description of Work	24" HDPE - 558' Stuffed with14" HDPE
	30" HDPE - 560' Stuffed with 20" HDPE
	36" HDPE - 553', 560' Stuffed with 24" HDPE
Date of Contract	June 2018
Contract Award Amount	$766,780
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

K3 Directional Drilling, Inc

8526 SW Kansas Ave
Stuart, Florida 34997

HDD Projects - Large Diameter

Project Name	Alt A1A Jupiter
Location	Jupiter, Florida
Description of Work	16" HDPE 825'
Date of Contract	April 2019
Contract Award Amount	$99,500
Company Name	Johnson Davis Inc
Company Address	604 Hilbrath Drive
Contact Person	Robson Lima
Telephone Number	561-588-1170
E-mail Address	rlima@johnsondavis.com

Project Name	The Villages Bigham North
Location	Wildwood, Florida
Description of Work	24" HDPE - 450' Stuffed with14" HDPE
	24" HDPE - 450' Stuffed with 14" HDPE
	24" HDPE - 450' Stuffed with 14" HDPE
Date of Contract	September 2018
Contract Award Amount	$390,000
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	The Villages Phase III (CR 470)
Location	Wildwood, Florida
Description of Work	24" HDPE - 380', 380'
	36" HDPE - 420'
Date of Contract	August 2018
Contract Award Amount	$305,000
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	Turtle Creek
Location	Lancaster Park
Description of Work	20 HDPE - 320'
	24" HDPE - 360', 660', 660', 1,000', 1,280'
Date of Contract	February 2018
Contract Award Amount	$630,720
Company Name	Felix Associates of Florida, Inc.
Company Address	8526 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	Bluford Avenue
Location	Bluford Avenue, City of Ocoee
Description of Work	20" D. Bore of 300'
	24" D. Bore of 520'
Date of Contract	May 2018
Contract Award Amount	$100,000
Company Name	Oelrich Construction Inc.
Company Address	275 NW 137th Drive, Jonesville, Florida 32669
Contact Person	Ryan Minton
Telephone Number	407-790-8246
E-mail Address	rminton@oelrichconstruction.com

Project Name	Emerald Dunes, WPB
Location	West Palm Beach
Description of Work	16" HDPE - 620', 880'
Date of Contract	August 2017
Contract Award Amount	$108,000
Contact Person	Todd Hamilton
Company Name	Centerline Utilities, Inc.
Company Address	2180 SW Poma Drive, Palm City, Florida 34990
Telephone Number	561-398-1536
E-mail Address	todd@centerline.com

K3 Directional Drilling, Inc

8526 SW Kansas Ave
Stuart, Florida 34997

HDD Projects - Large Diameter

Project Name	The Villages Phase I
Location	Wildwood, Florida
Description of Work	24" HDPE - 558' Stuffed with14" HDPE 30" HDPE - 560' Stuffed with 20" HDPE 36" HDPE - 553', 560' Stuffed with 24" HDPE
Date of Contract	June 2018
Contract Award Amount	$766,780
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	The Villages Phase III (CR 470)
Location	Wildwood, Florida
Description of Work	24" HDPE - 380', 380' 36" HDPE - 420'
Date of Contract	August 2018
Contract Award Amount	$305,000
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	The Villages Bigham North
Location	Wildwood, Florida
Description of Work	24" HDPE - 450' Stuffed with14" HDPE 24" HDPE - 450' Stuffed with 14" HDPE 24" HDPE - 450' Stuffed with 14" HDPE
Date of Contract	September 2018
Contract Award Amount	$390,000
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	The Villages, Phase II
Location	Wildwood, Florida
Description of Work	30" WM D Bore - 650' 36" RWM D. Bore - 574' 12" Steel D. Bore - 655' 24" IQ D. Bore - 655'
Date of Contract	January 2019
Contract Award Amount	$614,275
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	The Villages, Phase III (job 2)
Location	Wildwood, Florida
Description of Work	30" FM D Bore - 400' (fusion and stuffing of 20") 30" WM D Bore - 400' (fusion and stuffing of 20") 24" IQ Bore - 400' (fusion and stuffing of 14") 20" FM D Bore - 400' (fusion and stuffing of 12")
Date of Contract	January 2019
Contract Award Amount	$410,000
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	Horizon Village
Location	Horizon Village West, Orlando, Florida
Description of Work	30" HDPE (24" Certalok) - 540' 30" RWN D. Bore - 640'
Date of Contract	November 2018
Contract Award Amount	$258,000
Company Name	B& B Underground & Drilling, Inc.
Company Address	534 Black Ironwood Drive
Contact Person	Lee Bennett
Telephone Number	386-734-0592
E-mail Address	BBUnderground@aol.com

SUB-ATTACHMENT B

KEY PERSONNEL

1. List all potential key personnel intended to be assigned to complete this Project and the responsibility of such individual on this Project. Provide information about the experience of the potential key personnel. The information shall include name, title, employer and role on the Project. Attach a resume of each individual identified as a key personnel, identifying years of construction experience, past positions, and experience on similar projects.

   The Project Manager must be a current employee of the Quoter.

Resume (attach)	Name of individual	Title	Employer	Potential role on this Project
☒	Glenn Grignon	V. President	Atlantic Development of Cocoa,Inc.	Project Mgr.
☒	Bud Carlson	Project Manager	K3 Directional Drilling	HDD Site Superintendent
☒	Glenn Grignon	V. President	Atlantic Development of Cocoa,Inc.	PCCP Site Superintendent
☒	TJ Mills	Supervisor	K3 Directional Drilling	Drilling Fluids Engineer
☒	Monroe Moore	President	Atlantic Development of Cocoa,Inc.	Superintendent/Supervisor
x	Matthew McNeely	Foreman	Atlantic Development of Cocoa,Inc.	Superintendent/Supervisor

Atlantic Development of Cocoa, Inc.

2185 West King Street ♦ Cocoa, Florida 32926
Phone (321) 639-8788 ♦ Fax (321) 632-3655

Glenn S. Grignon
1880 Thesy Dr.
Melbourne, FL 32940

Education:

Satellite High School Graduation: 1987
Major: General
Please see attached for additional

Employment:

2004-Present Atlantic Development of Cocoa, Inc.
2185 W. King St. Cocoa, FL 32926
P-(321) 639-8788 F-(321) 639-0936

Position: Vice President, Project Manager and Lead Estimator
Duties: Manage many multi-million dollar construction projects from the estimating table through to the end of the project. Supervise up to 50 employees at multiple job locations. Negotiate with vendors and subcontractors for the best price & quality services. Provide bids and bid documents for many public and private jobs. Order materials and testing. Ensure entire job runs smoothly and on schedule. Maintain communication with the owners/engineers.

Similar Projects Ongoing:
City of Cocoa – Pluckebaum Rd & Marlin Manor WM/FM Improvements

Similar Projects Completed:
City of Cocoa – Well 17 Repair – March 2016
City of Cocoa – 36" Gate Vale – March 2012

1998-2004 Brevard County Transportation Engineering
Position: Engineering Inspector
Duties: Review plans, track quantities, inspection of projects
Projects Completed: Malabar Rd. Widening, SR A1A Pedestrian Way, Lake Washington Rd Pedway.

1996-1998 Brevard County Road and Bridge Maintenance
Position: Labor Supervisor
Duties: Supervision of 32 employees for North Brevard, Maintaining and improving existing roads and drainage systems.

1989-1996 Brevard County Road and Bridge Construction
Position: Pipe Crew Foreman
Duties: Work construction equipment, hand work installing pipe of various sizes.

Projects Completed: Apollo Blvd. Widening, State Rd. 3 Widening, Minton Rd widening, Grissom Rd. Extension, Installation of Baffle Boxes (Stormwater treatment boxes) multiple locations.

(Glenn S. Grignon, Experience)

In the 33 years I have been in the construction industry, I have been involved in every phase of a project.

As a pipe crew foreman for Brevard County, on major road widening projects, I read blueprints, operated equipment, set up maintenance of traffic, and supervised a crew of seven workers.

As an engineering inspector for Brevard County, I was involved in the design and review process for many projects. As the projects went to construction it was my responsibility to track quantities and verify the work was being done to the project specifications. These projects included major road widening and drainage projects.

As General Manager of Atlantic Development of Cocoa, Inc., I have been involved in every facet, from bidding to installation on residential, commercial, and government projects. I have completed many continuing education courses, such as Competent Person, Confined Space Entry, MOT, etc.

I have managed from fifteen to sixty employees. We completed many commercial and residential subdivisions from clearing land, installing water, sewer, & storm lines. We also constructed roads, concrete sidewalks, concrete curbs. Although paving the roads is a part of our contract, we generally sub this portion out.

We are the main contact for Brevard County, City of Cocoa, City of Rockledge, City of Indian Harbour Beach and City of Cape Canaveral emergency repairs, which includes major sewer line breaks. We have well qualified crews who are able to determine the problem and stay on the repair until it is complete.

Atlantic Development of Cocoa, Inc.

2185 West King Street ♦ Cocoa, Florida 32926
Phone (321) 639-8788 ♦ Fax (321) 632-3655

Alva Monroe Moore
2023 North Indian River Drive
Cocoa, Florida 32922
(321) 639-8788

An industry leader with over 53 years of experience in construction

Current Employment

President & Co-Owner
Atlantic Development of Cocoa, Inc.
2185 W. King St., Cocoa, FL 32926

January 1996 to Present

Manage 15-60 construction foremen, machine operators, laborers and other skilled tradesmen

Meet with commercial and residential developers and public works official to evaluate projects

Install and repair underground utility systems, including sewer and storm water

Review and explain engineering and site plans to foremen and pipe layers

Coordinate activities with other site superintendent, subcontractors, paving crews, and inspectors

Offer progress reports to stakeholders and be aware of costs and deadlines

Operate construction heavy machinery, including excavators, bulldozers, and compactors

Follow and provide guidance on site safety procedures

Respond to emergency calls related to water and sewer line breaks

Provide land clearing and excavation

Receive updates from office staff on new projects, equipment and field crew needs

Previous Experience

Paving, landscaping and nursery, utility lineman

Atlantic Development of Cocoa, Inc.

2185 West King Street ♦ Cocoa, Florida 32926
Phone (321) 639-8788 ♦ Fax (321) 632-3655

Matthew McNeely
1919 Woodhave Circle # 89
Rockledge, FL 32955

Employment:

April 2022-Present Atlantic Development of Cocoa, Inc.
2185 W. King St. Cocoa, FL 32926
P-(321) 639-8788 F-(321) 639-0936
Position: Superintendent/Forman

Duties: Supervise up to 50 employees at multiple job locations. Ensure entire job runs smoothly and on schedule. Ensure all safety procedures are being maintained. Maintain communication with the owners and engineers.

July 2020 - April 2022 Cypress Gulf, Inc. | Sanford, FL
Position: Superintendent/Forman

December 2002- July 2020 - Atlantic Development of Coco, Inc. | Cocoa, FL
Position: Heavy Equipment Operator - Superintendt/Forman

February 2000- December 2002 - R.K.T. | Melbourne, FL
Position: Laborer

Skills:

- Operates heavy equipment, such as excavators, dozers, backhoes, loaders skid steer, roller, etc.
- Carpentry
- Electrical Work
- Knowledge of trenching and shoring
- Knowledge of safety requirements
- Mechanical knowledge on heavy machinery and vehicles
- Knowledge of basic mathematical requirements and measurements
- Read and understand blueprints
- Delegate to finish job correctly and on time
- Valid Driver's License
- Multiple certifications on Safety Procedures

Current Project: Lori Laine Trunkline Replacement - City of Satellite Beach

Similar Projects Completed:
City of Cocoa - Well 17 Repair - March 2016
City of Cocoa - 36" Gate Valve - March 2012

Bud Carlsen

1785 Arash Cir Port Orange, FL 32128

Profile

Supervisor, Project Manager, Directional Driller, Tooling/ Parts Specialist

- Skills in all aspects of HDD and Underground Construction
- Coordinate and efficiently Manage jobs to meet Customer satisfaction
- Extensive knowledge of all Directional Drills and Tooling
- Ability to drive multiple jobs and crews in various sites in a safe and suitable manner
- Able to safely and professionally operate multiple pieces of heavy equipment
- Can safely operate Commercial Motor Vehicles

Experience/ Skills

Trenchless Crossings Inc
Orlando, FL

Field Operations Manager April 2021 – Present

- Managed all Underground Utility Construction
- Met with Clients firsthand to set up Jobs for Completion
- Scheduled all work, ordered materials and supervised job completion
- Maintained all DOT and Driving requirements
- Trained employees on Bore Profiles and proper locating techniques
- Trained employees on proper Mud Mixtures and ground conditions

Primoris Distribution Services
Rockledge, FL
HDD Supervisor August 2020 – April 2021

- Coordinated multiple Drill Rigs to safely install Gas mains and services
- Maintained Drill Rigs and tooling for maximum efficiency
- Worked closely with gas foreman's to install product professionally

Flatirons Drilling, INC
Greeley, CO
Superintendent October 2016-March 2020

- Supervising/ Operating the field production of multiple Drill Rigs from 50,000lbs-500,000lbs (Vermeer)
- Communicating and coordinating with the General Contractor to ensure the jobs are done in a professional, safe and timely matter
- Knowledge in Wireline Steering using Paratrack 2 and Gyro Systems
- Specialized in Walkover Locating using DCI F5/ Falcon
- Train new employees on equipment and daily operation
- Worked for numerous contractors all over the country in different ground conditions
- Member of Operating Engineers Local 9

Vermeer Sales and Service of Colorado
Commerce City, CO
Tooling/ Support Specialist February 2016-October 2016

- Trained new and old companies on the basics of Directional Drilling
- Showed and trained companies new products Vermeer Corporation had to offer

Flatirons Drilling, INC
Greeley, CO
Laborer-Foreman September 2011-January 2016

- Started learning all aspects of the Directional Drilling
- Running a Mud Recycler
- Took my tests to receive my Commercial Driver License
- Learned to operate Heavy Machinery
- Learned to Walk-over Locate
- Worked on multiple pieces of equipment and trucks
- Started running crews
- Managed a crew to successfully install product

Flatirons Drilling, INC
Commerce City, CO
Laborer June 2009-Jan 2010

- Hand dug and set man holes
- Pulled Fiber through innerducts
- Installing tie ins
- Learning to operate small machinery
- Potholing

Education

Horizon High School Thornton, CO
Class of 2009

K3 DIRECTIONAL DRILLING INC.
8526 SW Kansas Ave, Stuart FL 34997
(o) 772-600-7118 (F) 772-600-7661

TJ Mills - Supervisor Project Experience

Project Name	The Villages Phase I
Location	Wildwood, Florida
Description of Work	24" HDPE - 558' Stuffed with14" HDPE 30" HDPE - 560' Stuffed with 20" HDPE 36" HDPE - 553', 560' Stuffed with 24" HDPE
Date of Contract	June 2018
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	Southern Transmission
Location	Town of Jupiter
Description of Work	18" HDPE - 1,125' Stuffed with 10" HDPE
Date of Contract	March 2018
Company Name	Felix Associates of Florida, Inc.
Company Address	8528 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

Project Name	The Villages Bigham North
Location	Wildwood, Florida
Description of Work	24" HDPE - 450' Stuffed with14" HDPE 24" HDPE - 450' Stuffed with 14" HDPE 24" HDPE - 450' Stuffed with 14" HDPE
Date of Contract	September 2018

K3 DIRECTIONAL DRILLING INC.

8526 SW Kansas Ave, Stuart FL 34997
(o) 772-600-7118 (F) 772-600-7661

Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com
Project Name	The Villages Phase III (CR 470)
Location	Wildwood, Florida
Description of Work	24" HDPE - 380', 380'
	36" HDPE - 420'
Date of Contract	August 2018
Company Name	Rainey Construction Co. Inc.
Company Address	4477 E. C-462, Wildwood, Florida 34785
Contact Person	Matthew Bass
Telephone Number	352-748-0955
E-mail Address	mbass@raineyconstruction.com

Project Name	Turtle Creek
Location	Lancaster Park
Description of Work	20" HDPE - 320'
	24" HDPE - 360', 660', 660', 1,000', 1,280'
Date of Contract	February 2018
Company Name	Felix Associates of Florida, Inc.
Company Address	8528 SW Kansas Ave, Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

K3 DIRECTIONAL DRILLING INC.

8526 SW Kansas Ave, Stuart FL 34997
(o) 772-600-7118 (F) 772-600-7661

Project Name	Emerald Dunes, WPB
Description of Work	16" HDPE - 620', 880'
Date of Contract	August 2017
Contact Person	Todd Hamilton
Company Name	Centerline Utilities, Inc.
Company Address	2180 SW Poma Drive, Palm City, Florida 34990
Telephone Number	561-398-1536
E-mail Address	todd@centerline.com

Project Name	Southern Transmission
Location	Town of Jupiter
Description of Work	18" HDPE - 1,125' Stuffed with 10" HDPE
Date of Contract	March 2018
Company Name	Felix Associates of Florida, Inc.
Company Address	8528 SW Kansas Ave. , Stuart, Florida 33064
Contact Person	Ben Miller
Telephone Number	772-285-1846
E-mail Address	bmiller@felixassociates.net

K3 DIRECTIONAL DRILLING INC.

Christopher Curtis

Work Experience

- Peak Drilling Group (April 2005 – Aug. 2007)
  Operator, Locator

- Young's Communications (Aug. 2007 – June 2015)
  Operator, Locator, Foreman

- K3 Directional Drilling Inc. (June 2015 – April 2017)
  Operator, Foreman

- DBE Utility Services (April 2017 – February 2020)
  Foreman

- K3 Directional Drilling (February 2020 to Current)
  Foreman

Equipment Experience

- Directional Drills – Vermeer: 7x11, 9x13, 10x15, 16x20, 18x22, 24x40, 36x50, 40x55, 60x90, 100x120
- Directional Drills – Ditch Witch: 922, 1720, 2020, JT25, 2720, 3020, JT30, 4020, JT40, JT60, JT100
- Directional Drills – Universal: 240x400
- American Augers: DD110, DD440
- Locators: Digitrak Mark III, Mark IV, Mark V, F2, F5, Falcon and Magnetic Steering Systems

Skills / Certifications

- OSHA 10 Certified
- Fusion Certification 2" – 42"
- CDL-A

SUB-ATTACHMENT C

SUBCONTRACTING PLAN

1. Identify subcontractors who will have responsibility for the Major Work Elements of the Project. For each subcontractor listed, indicate the number of years the subcontractor has been in business as a construction contractor under its current name. If the Major Work Element is to be performed by the Quoter, so indicate.

   Major Work Elements

   (i) HDD installation - K3 Directional Drilling, Inc.

   (ii) Connections to Existing 36-inch PCCP - Atlantic Development of Cocoa, Inc.

   (iii) Demolition of Existing PCCP - Atlantic Development of Cocoa, Inc.

   (iv) Open Trench Installation - Atlantic Development of Cocoa, Inc.

2. Identification of major equipment such as size, type, capacity, etc., for use on this project:

   (i) List the major HDD equipment owned by the Quoter or its subcontractors for use on this project.

   K3 Directional Drilling - Directional Drill D220 x 300 Spread

   (ii) List the major HDD equipment rented by the Quoter or its subcontractors for use on this project.

   (iii) List the major crane equipment owned by the Quoter or its subcontractors for use on this project.

   (iv) List the major crane equipment rented by the Quoter or its subcontractors for use on this project.

   Beyel Brothers Inc. - 750 Ton Hydraulic All Terrain - Superlift (01OH)

SUB-ATTACHMENT D

LICENSING

1. Identify the licenses that demonstrate that the Quoter, the key personnel and the key subcontractors hold the applicable local, state and federal licenses necessary to complete the Project.

License holder	Identify license and reference number, as appropriate	License Certificate (attach)
James Moore	CUC057160	☒
Alva Monroe Moore	EX70	☒
		☐
		☐

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOORE, JAMES WILLIAM

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W KING ST
COCOA FL 32926

LICENSE NUMBER: CUC057160

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BREVARD COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
LICENSING REGULATION AND ENFORCEMENT

2725 Judge Fran Jamieson Way, Building A-114
Viera FL 32940
www.brevardfl.gov/PlanningDev

Phone: (321) 633-2058
Fax: (321) 690-6878
Email: contractorlicensing@brevardfl.gov

CERTIFICATE OF COMPETENCY LICENSE

LICENSE NO.: EX70

THIS CERTIFIES THAT:

ALVA M MOORE

ATLANTIC DEVELOPMENT OF COCOA INC

HAS QUALIFIED AS A:

EXCAVATING CONTRACTOR

THIS CERTIFICATE IS ISSUED FOR

BREVARD COUNTY, FLORIDA, ON MAY 06, 2002

LICENSE STATUS: ACTIVE

BUD CRISAFULLI
CHAIRMAN, BREVARD COUNTY CONTRACTOR LICENSING BOARD

DAWN VEROSTIC
SECRETARY, BREVARD COUNTY CONTRACTOR LICENSING BOARD

"THIS IS NOT A BUSINESS TAX RECEIPT"
PLEASE VERIFY ALL INFORMATION FOR ACCURACY

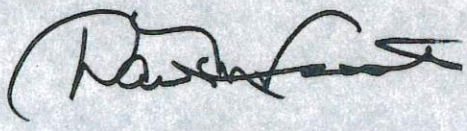
BREVARD COUNTY
CONTRACTOR LICENSING BOARD
CERTIFICATE OF COMPETENCY LICENSE

LICENSE NO.:	EXP. DATE:	STATUS:
EX70	**8/31/2023**	**ACTIVE**

EXCAVATING CONTRACTOR

ALVA M MOORE
ATLANTIC DEVELOPMENT OF COCOA INC
2185 WEST KING ST
COCOA, FL 32926

IMPORTANT!
THIS IS YOUR CERTIFICATE OF COMPETENCY
DISPLAY AS REQUIRED BY LAW
UNDER BREVARD COUNTY ORDINANCE
CHAPTER 22, ARTICLE VI



Verify CONTRACTOR is in Good Standing.
www.brevardfl.gov/PlanningDev
Select Find a Licensed Contractor
Validation not available for Master or Journeyman.

LRE_CoC_AA_LIC_SSRS_v22

SUB-ATTACHMENT E

INSURANCE

Attach proof of the ability to obtain and maintain the following supplemental minimum insurance requirements. The Quoter must demonstrate the ability to obtain and maintain the additional minimum insurance requirements below and the insurance requirements indicated in RFQ 20-18-COC, Agreement for Utilities General Construction Contractor.

☐ **Public Liability and Property Damage Insurance**. The contractor awarded the project shall maintain in force for the duration of the contracted period Public Liability Insurance which must include coverage for premises/operations, contractual liability, broad form property damage, products completed operations, contractor's pollution liability, personal injury, and explosion, collapse, and underground hazard with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Public Liability and Property Damage Insurance Policy shall be endorsed to list the City of Cocoa as an Additional Insured. The coverage shall contain no special limitations on scope of protection afforded to the City of Cocoa, its officers, officials, employees or volunteers.

☐ **Builders Risk/Installation Floater**. The contractor awarded the project shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, lightning, windstorm, rain, hurricane, hail, explosions, riot, sinkholes, flood, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor awarded the project shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The property insurance deductible shall not exceed $25,000 per claim.

☐ **Pollution Liability Insurance**. The contractor awarded the project shall maintain in force for the duration of the contracted period Pollution Liability Insurance with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate and a deductible amount of not more than $25,000 per claim. The Pollution Liability Insurance Policy shall be endorsed to list the City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

☐ **Marine General Liability Insurance**. The contractor awarded the project shall maintain in force for the duration of the contracted period Marine General Liability and Maritime Employers Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Cocoa as Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

☐ **Watercraft Liability Insurance**. The contractor awarded the project shall maintain in force for the duration of the contracted period Commercial Watercraft Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Watercraft Liability Policy shall be endorsed to list the City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be listed by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

☐ **All Additional Insurance as Required in RFQ 20-18-COC, Agreement for Utilities General Construction Contractor.**

The City reserves the right to request additional insurance coverage(s) from the contractor awarded the project based on an evaluation of the proposed work plan including, but not limited to, work plan details regarding methods of demolition and removal of the existing 36-inch PCCP water main.

The contractor awarded the project shall submit proof of the required insurance to the City of Cocoa in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract.

All coverage for the subcontractors to the contractor awarded the project shall be subject to all of the requirements stated herein.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2022

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

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

PRODUCER Baldwin Krystyn Sherman Partners LLC 1115 Bartow Road Lakeland FL 33801 License#: L002281	CONTACT NAME: Angel McGhee PHONE (A/C, No, Ext): 863-686-2113 FAX (A/C, No): 863-682-6292 E-MAIL ADDRESS: angel.mcghee@bks-partners.com
INSURED Atlantic Development of Cocoa, Inc. 2185 W. King Street Cocoa FL 32926 ATLADEV-01	INSURER A : The Continental Insurance Co — 35289 INSURER B : Continental Casualty Company — 20443 INSURER C : Markel American Insurance Comp — 28932 INSURER D : ICW Group INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1163022755 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [X] OTHER:	Y	Y	6076576360	4/23/2022	4/23/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X PIP	Y	Y	BUA6076576391	4/23/2022	4/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUE6076576388	4/23/2022	4/23/2023	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WFL 5065234 00	4/18/2022	4/18/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Rented or Leased Equipment			MKLM3IM0051194	4/23/2022	4/23/2023	$400,000 Limit	1% 1K Min Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured for general liability, auto liability and workers' compensation.

CERTIFICATE HOLDER

City of Cocoa
351 Shearer Blvd
Cocoa FL 32922
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SECTION 00675
FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	QTY	UNIT COST	EXTENDED COST
A	4-8	Trench Box	LF	240	25.00	6,000.00
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Atlantic Development of Cocoa, Inc.
Name of Firm

Authorized Signature

Date: 10/18/2022

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Atlantic Development of Cocoa, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Atlantic Development of Cocoa, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Glenn S. Grignon

Date: 10/18/2022

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this_____(date) by Glenn S Grignon (name of officer or agent, title of officer or agent) of Atlantic Development of Cocoa, Inc (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced_____(type of identification) as identification.

[Notary Seal] Notary Public

Dennis R. Johnson

Name typed, printed or stamped

My Commission Expires: January 18, 2026

DENNIS R JOHNSON
Notary Public - State of Florida
Commission # HH 181141
My Comm. Expires Jan 18, 2026
Bonded through National Notary Assn.

E-Verify

Company ID Number: 774066

Approved by:

Employer Atlantic Development of Cocoa Inc.	
Name (Please Type or Print) Glenn S Grignon	Title
Signature Electronically Signed	Date 04/16/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/16/2014

Company ID Number: 774066

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Atlantic Development of Cocoa Inc.
Company Facility Address	2185 West King Street Cocoa, FL 32926
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	593357333
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

BID ADDENDUM NO. 6
SEA RAY DRIVE SYKES CREEK 36-INCH WATER MAIN CROSSING
CITY OF COCOA
November 21, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

QUOTE DOCUMENTS AND SPECIFICATIONS - DIVISION 0 SECTION 00440:

1. The definition of Type A projects is modified to consist of horizontal directional drilling pipeline projects having a minimum diameter of 24 inches and a minimum length of 500 feet.

2. The number of required Type A projects is modified to two projects for each instance where Type A project experience is required.

3. The number of required Type B projects is modified to one project for each instance where Type B project experience is required.

APPENDIX A - TECHNICAL SPECIFICATIONS:

Specification Section 01025, Sub-Paragraphs 1.7.A.15 and 1.7.A.16 (as revised per Bid Addendum No. 4) are revised as follows:

1. Specification Section 01025, Sub-Paragraph 1.7.A.15.c, add the following clause between the words "services" and "for" on the second line:

   > or by one of the approved tapping contractors in the latest revision of the City of Cocoa Utilities Technical Provisions and Standard Details Manual specifically listed for tapping City of Cocoa's concrete pressure pipe

2. Specification Section 01025, Sub-Paragraph 1.7.A.16.c, add the following clause between the words "services" and "for" on the second line:

   > or by one of the approved tapping contractors in the latest revision of the City of Cocoa Utilities Technical Provisions and Standard Details Manual specifically listed for tapping City of Cocoa's concrete pressure pipe

The undersigned acknowledges receipt of this addendum to the bid documents.

Bidder/Contractor Name:
Atlantic Development of Cocoa Inc.

Mailing Address:
2185 W. King St. Cocoa Fl. 32926

Glenn S. Grignon
Authorized Signatory

GLENN S. GRIGNON
Printed Name

VP
Title

11-21-22
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

General Contractor - Utility Systems	2023-07
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 11/29/22 City Bid Number: RFQ 20-18-COC AMOUNT: $ 4,399,523.54

Vendor Name: Atlantic Development of Cocoa, Inc. Quote/Proposal Number: 2023-07

Dept. Number/Division Name: Utilities/Engineering

Project Name: Sea Ray Drive Bridge 36-Inch Water Main Relocation Project Number: WS21SC

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

The City of Cocoa owns and maintains a 36-inch water main aerial crossing that is attached to the existing Sykes Creek bridge along Sea Ray Drive which will have to be relocated to accommodate Brevard County's proposed bridge replacement project. The relocation will consist of the replacement of approximately 1,400 linear feet of water main, a significant portion of which will be directionally drilled under Sykes Creek, which will eliminate the conflict with the bridge replacement project, increase the reliability of a critical transmission pipe, and reduce vulnerability during future storm events. The scope of work of this task order consists of construction services for the water main relocation.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

_____ Requestor

_____ Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-07

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

_____ Purchasing & Contracts Division Manager

_____ City Manager (Purchases not to exceed $50K)

_____ Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

RESOLUTION NO. 2022-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, at the Budget Workshop assembled on the 13th day of December, 2022

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-026-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 11/07/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,055,874)	424-4055-536.63-00	WS1201	Infrastructure	$ 12,316,000	$ 18,959,587	$ 16,903,713	$ 17,159,387
$ 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
($ 2,055,874)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,055,874	424-4055-536.63-00	WS21SC	Infrastructure	$ 12,316,000	$ 18,959,587	$ 21,015,461	$ 17,159,387
$ 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
$ 2,055,874	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of Task Order 2023-07 with Atlantic Development of Cocoa, Inc. for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project (WS21SC), which involves the relocation of approximately 1,400 linear feet of 36-inch potable water main to accommodate the Sykes Creek bridge replacement project being performed by Brevard County. The construction budget is $4,399,523.54, with an additional 10% contingency in the amount of $439,952.35 set aside for possible change orders, for a total of $4,839,475.89 for the project. Agenda File ID #22-661.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2022-135

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

11/30/22	Katherine Ennis Digitally signed by Katherine Ennis Date: 2022.11.30 09:22:57 -05'00'	12/5/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.12.05 09:30:17 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.11.30 13:24:16 -05'00'	12/5/22	Lora Howell Digitally signed by Lora Howell Date: 2022.12.05 10:00:56 -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 #:	22-662	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/1/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf TO 2023-29 Sea Ray Drive_Sykes Creek WM Crossing SDC_Rev1.pdf TO-JACOBS 2023-29 $124,519.00 - UT-ENGIN.pdf.pdf COI Jacobs Exp 7-1-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2022
Agenda Date: December 13, 2022
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract.

BACKGROUND:

Brevard County (County) is currently in the process of designing the replacement of the Sykes Creek Bridge on Sea Ray Drive. This bridge was damaged during Hurricane Matthew in 2016, and the County has since determined that the bridge needs to be replaced. The City of Cocoa has a 36-inch water main aerial crossing that is attached to the existing bridge which will have to be relocated to accommodate County's proposed bridge replacement project. The City of Cocoa is proposing to install the new replacement water main via directional drilling under Sykes Creek, which will eliminate the conflict with the bridge replacement project, increase the reliability of a critical transmission pipe, and reduce vulnerability during future storm events.

On September 28, 2021, City Council approved Task Order 2022-22 with Jacobs to provide design and permitting services for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project.

The scope of work under requested Task Order 2023-29 with Jacobs consists of engineering services during construction (SDC) for the relocation of approximately 1,400 linear feet of 36-inch water main. The scope includes overall construction contract administration, construction submittal review, assistance on progress meetings, responding to requests for information, reviewing field and change orders, reviewing pay applications, observation of on-site construction, as-built review, and project closeout.

Staff recommends approval of this agenda item in order to complete the required water main relocation project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$124,519.00
Account Number	424-4055-536.63-00, WS21SC
Account Name	Infrastructure
Source of Funds:	Capital

PREVIOUS ACTION:

On September 28, 2021, City Council approved Task Order 2022-22 with Jacobs to provide design and permitting services for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Project.

RECOMMENDED MOTION:

To Approve Task Order 2023-29 with Jacobs Engineering Group Inc. for Engineering Services During Construction for the Sea Ray Drive Bridge 36-Inch Water Main Relocation Project; To Approve as a Multi-Year Contract.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

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

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

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

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

City of Cocoa
Task Order 2023-29

FY 2023 Engineering Services for the Water System – Sea Ray Drive – 36-inch Water Main Sykes Creek Crossing Services During Construction - Revision No. 1

Objective

Pursuant to the Agreement awarded by the City of Cocoa on February 5, 2020, JACOBS Engineering Group (JACOBS), work in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System described in this scope of work.

The City of Cocoa's (City) water distribution system includes a water main crossing across Sykes Creek on Sea Ray Drive in Merritt Island. This crossing provides potable water service to east Merritt Island and beach side customers. The beach side area of the City's water distribution system serves several municipalities including the cities of Cape Canaveral and Cocoa Beach, Patrick Air Force Base, and various unincorporated areas of Brevard County.

The existing water main crossing Sykes Creek is attached to the south side of the Sea Ray Drive bridge. Due to planned bridge repairs, the water main must be relocated.

A replacement water transmission main crossing was designed by the JACOBS team with a majority of the services performed by our subconsultant, CHA Consulting, Inc (CHA). The City has requested that the JACOBS team perform construction administration services during construction activities.

The JACOBS team will be providing these services, with a majority of the services conducted by our subconsultant, CHA Consulting, Inc. (CHA). This scope of services is described in the pages that follow.

Scope of Services

Task 1 – Construction Phase Services

Task 1.1 Construction Administration

JACOBS will perform general project coordination and management activities, as well as administrative activities and coordination with CHA and City staff. JACOBS will prepare status reports and invoices to be submitted on a monthly basis, or as requested by the City for the duration of the project. The services provided by CHA under this Task are

identified in Attachment B.

Task 1.2 Conform Contract Documents

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed, and perform high level review of Conformed Contract Documents as prepared by CHA. The services provided by CHA under this Task are identified in Attachment B.

Task 1.3 Preconstruction Conference

JACOBS will coordinate with CHA and attend the preconstruction conference, if needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.4 Design Clarification Responses

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.5 Submittal Review

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.6 Work Change Proposal (WCP) /Change Order (CO) Review

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.7 Pay Request Review

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.8 Construction Oversite/EOR Site Visits/Progress Meetings

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.9 Record Drawings

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed, and perform high level review of Record Drawings as prepared by CHA. The services provided by CHA under this Task are identified in Attachment B.

Task 1.10 Certification of Completion

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Task 1.11 Project Close-out

A majority of work under this Task will be performed by CHA. JACOBS will attend meetings, as needed. The services provided by CHA under this Task are identified in Attachment B.

Additional Services

The following are examples of some specific additional services that may be required but are not included within this Scope of Services.

1. Easement acquisition services or construction staging area coordination.
2. Contractor selection or additional contract administration services.
3. Construction phase related services that result from a delay in completing construction by the Contractor.
4. Additional copies of the construction documents to the City in excess of those specified herein or additional expenses (if authorized by the City).
5. Resident Project Representative (RPR) services.
6. Periodic site visits in excess of times specified herein.
7. Construction surveying/staking.

8. Re-design or re-permitting efforts (including associated permitting fees).

9. Services during construction past the assumed construction duration or in excess

These and other services can be provided, if desired by the City, under separate Scope of Service(s) or by an amendment to this Scope of Services.

City Responsibilities

The City will be responsible for the following:

1. Participating in technical reviews, meetings, workshops, and policy decisions as required.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

Task Order Assumptions:

Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the Client or other third parties without independent verification.

Any review by JACOBS of design prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

The presence or duties of JACOBS' and their subconsultants at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or their subconsultants in any way responsible for those duties that belong to Client and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Schedule

The schedule for services during construction efforts for this project is assumed to be 30 weeks from the Notice to Proceed to final completion.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1.1 Construction Administration	16	$3,184
TASK 1.2 Conform Contract Documents	N/A	$0
TASK 1.3 Preconstruction Conference	2	$398
TASK 1.4 Design Clarification Responses	N/A	$0
TASK 1.5 Submittal Review	2	$398
TASK 1.6 WCP/CO Review	2	$398
TASK 1.7 Pay Request Review	N/A	$0
TASK 1.8 Construction Oversight/ EOR Site Visits/Progress Meetings	4	$796
TASK 1.9 Record Drawings	2	$398
TASK 1.10 Certificate of Completion Closeout	N/A	$0
TASK 1.11 Project Close-Out	2	$398
Expenses	N/A	$0
SUBCONSULTANT (CHA Consulting, Inc.)	N/A	$118,549
Grand Total	**30**	**$124,519**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date August 04, 2022

ATTACHMENT A

City of Cocoa FY2023 Engineering Services for the Water System-Sea Ray Drive - 36-inch Water Main Sykes Creek Crossing
Services During Construction Task Order 2023-29 - Revision No. 1
Labor Hour Breakdown - 08/01/2022

		Per Diem Schedule Description								
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**Construction Phase Services**									
1.1	**Construction Administration**			16					16	$3,184
1.2	**Conform Contract Documents**								0	$0
1.3	**Preconstruction Conference**			2					2	$398
1.4	**Design Clarification Responses**								0	$0
1.5	**Submittal Review**			2					2	$398
1.6	**Work Change Proposal (WCP)/Change Order (CO) Review**			2					2	$398
1.7	**Pay Request Review**								0	$0
1.8	**Construction Oversite / EOR Site Visits / Progress Meetings**			4					4	$796
1.9	**Record Drawings**			2					2	$398
1.10	**Certification of Completion**								0	$0
1.11	**Project Close-out**			2					2	$398
								Task Subtotals	**30**	**$5,970**
								Labor Total	**30**	**$5,970**
								Expenses		**$0**
								Subcontracts (CHA Consulting, Inc)		**$118,549**
								Task Order Total		**$124,519**

ATTACHMENT B

SCOPE OF SERVICES & FEE

Sea Ray Drive – 36" Water Main Sykes Creek Crossing
Services During Construction

July 25, 2022

Owner: City of Cocoa
Consultant: Jacobs Engineering, Inc.
Sub-Consultant: CHA Consulting, Inc.

I. INTRODUCTION

The City of Cocoa's (City) water distribution system includes a water main crossing across Sykes Creek on Merritt Island. This crossing provides potable water service to east Merritt Island and beach side customers. The beach side area of the City's water distribution system serves several municipalities including the cities of Cape Canaveral and Cocoa Beach, Patrick Air Force Base, and various unincorporated areas of Brevard County.

The existing water main crossing Sykes Creek is attached to the south side of the Sea Ray Drive bridge. Due to planned bridge repairs, the water main must be relocated.

A replacement water transmission main crossing has been designed by CHA Consulting, Inc (CHA) as a sub-consultant to Jacobs Engineering, Inc. (Jacobs). The City has requested that CHA perform construction administration services during construction activities.

CHA has prepared this scope of services to include administrative and construction services, in conjunction with Jacobs, for the Sea Ray Drive – 36" Water Main Sykes Creek Crossing Services During Construction Project (Project) based on the scope of services described in the pages that follow.

II. SCOPE OF SERVICES

The various tasks of this project are set forth in the following scope of services:

TASK 1.0 – CONSTRUCTION PHASE SERVICES

The duration of construction phase services is based on a 30-week construction contract for the Sea Ray Drive – 36" Water Main. CHA will perform the following tasks to assist the Owner during construction of the Sea Ray Drive – 36" Water Main to ensure that the project is completed

in general conformance with the approved construction documents. CHA will perform the following services:

1.1. Construction Administration

Perform general project coordination and management activities, attend internal meetings, coordinate CHA for individual tasks, perform administrative activities, and coordinate activities and communications with City and Jacobs staff. Prepare and submit invoices for this assignment. Status reports will be prepared and submitted on a monthly basis to advise and highlight the overall progress of the tasks, as well as identify activities which are completed, on-going, or pending.

1.2. Conform Contract Documents

Conform the contract documents prior to construction. A conformed set of documents with addendum information incorporated will be provided.

1.3. Preconstruction Conference

Prepare Agenda and attend the Owners' preconstruction conference with the Contractor. CHA will prepare and submit meeting summary within 5 business days of the progress meeting.

1.4. Design Clarification Responses

Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or specification, and issue field orders as necessary. Review and respond to requests for information (RFIs) from the Contractor. Up to twenty (20) RFIs are anticipated.

1.5. Submittal Review

Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to fifteen (15) submittals are anticipated (including re-submittals).

1.6. Work Change Proposal (WCP)/Change Order (CO) Review

Review and respond to proposed changes to the project. Up to five (5) WCPs and four (4) COs are included.

1.7. Pay Request Review

Review, recommend, and submit to the City of Cocoa for payment the monthly (up to 6) pay request from the Contractor.

1.8. Construction Oversight/EOR Site Visits/Progress Meetings

Provide up to 16 hours/week of construction oversight for 12 weeks reviewing daily drilling and pipe fusing logs, schedules, and conformance with quality control procedures. On-site overview will include meetings with the Contractor Superintendent to discuss drilling and pipe fusing data, weekly schedules, material deliveries, maintenance of traffic, permit compliance, and potential issues. Oversight during pipe pull operation will monitor pull loads, fusing temperatures, mud thickness to confirm they are not in exceedance of

maximum allowable limits. EOR make six (6) periodic site visits to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. Coordinate, conduct, and summarize progress meetings held during the six (6) periodic site visits.

1.9. Record Drawings

Prepare record drawings by transcribing information provided by the Contractor. Engineer will revise original design drawings of the project of the final completion date, one set of drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, the Owners' personnel, and other sources. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. Record drawings will incorporate contractor supplied information including piping survey information collected during construction and a final survey of valves and ARVs after construction is complete.

1.10. Certificates of Completion

Prepare certificates of completion of construction to permitting agencies for approval.

1.11. Project Close-out

Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction.

III. COMPENSATION

For the professional services set forth in this Scope document, the Owners shall compensate CHA Consulting, Inc. on a time and materials, not to exceed basis based on the fee schedule shown in Attachment E of the Professional Services Master Agreement Number 148014062 approved on May 5, 2020.

IV. SCHEDULE

The schedule for the services for this project is defined as 30 weeks from notice to proceed.

V. OWNERS RESPONSIBILITIES

The Owners will be responsible for the following:

1. Participating in technical reviews, meetings, workshops, and policy decisions as required.

VI. ADDITIONAL SERVICES

The following are examples of some specific additional services that may be required but are not included within this Scope of Services.

1. Easement acquisition services or construction staging area coordination.

2. Contractor selection or additional contract administration services.
3. Construction phase related services that result from a delay in completing construction by the Contractor.
4. Additional copies of the construction documents to the Owners in excess of those specified herein or additional expenses (if authorized by the Owners).
5. Resident Project Representative (RPR) services.
6. Periodic site visits in excess of times specified herein.
7. Construction surveying/staking.
8. Re-design or re-permitting efforts (including associated permitting fees).
9. Services during construction past the assumed construction duration or in excess

These and other services can be provided, if desired by the Owners, under separate Scope of Service(s) or by an amendment to this Scope of Services.

ATTACHMENT A
CHA Consulting, Inc.

CITY OF COCOA
Sea Ray Drive – 36" Water Main Sykes Creek Crossing
Services During Construction
07/19/22

Task		Principal	QA/QC	Sr. Project Manager	Senior Engineer III	Senior Engineer I	Sr. CADD Designer	Admin II	Total Hours	Task Total
		$ 276.00	$ 265.00	$ 254.00	$ 243.00	$ 200.00	$ 140.00	$ 98.00		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1	Construction Phase Services	4	18	276	91	45	40	11	485	$ 113,769.00
1.1	Construction Administration	4		40					44	$ 11,264.00
1.2	Conform Contract Documents		4	2	4	4	8		22	$ 4,460.00
1.3	Pre-con Meeting			9	5				14	$ 3,501.00
1.4	Design Clarification Responses (RFIs)		2	4	10	10	16		42	$ 8,216.00
1.5	Submittal Review		1		15	15		8	39	$ 7,694.00
1.6	Work Change Proposal (WCP)/Change Order (CO) Review		5	16	16				37	$ 9,277.00
1.7	Pay Request Reviews			8		8			16	$ 3,632.00
1.8	EOR Site Visits/Construction Oversight/Progress Mtgs			192	30				222	$ 56,058.00
1.9	Record Drawings		6	2	8	8	16	2	42	$ 8,078.00
1.10	FDEP Certificate of Completion			2	2				4	$ 994.00
1.11	Project Closeout			1	1			1	3	$ 595.00
	Total Hours	4	18	276	91	45	40	11	485	
	Total Labor									**$ 113,769.00**
	Total Labor and Expenses									**$ 118,549.00**

ATTACHMENT A
CHA Consulting, Inc.

CITY OF COCOA
Sea Ray Drive – 36" Water Main Sykes Creek Crossing
Services During Construction
07/19/22

Expenses				
Permitting Fees	0	0		
RPR Travel (0 Weeks)	0	0.6	$	-
RPR Lodging (0 Weeks)	0	90	$	-
REI Travel	1300	0.6	$	780.00
Specialty Technical Review	1	4000	$	4,000.00
Electronic Document Control	0		$	-
Davis-Bacon Compliance	0		$	-
Total Expenses			$	4,780.00

CHA Travel 16 weeks x 3 days/week x 26 Mi (from Cocoa Beach)
CHA Travel 4 trips x 130 mi (from Winter Springs)

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

General Contractor - Utility Systems	2023-07
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 11/29/22 City Bid Number: RFQ 20-18-COC AMOUNT: $ 4,399,523.54

Vendor Name: Atlantic Development of Cocoa, Inc. Quote/Proposal Number: 2023-07

Dept. Number/Division Name: Utilities/Engineering

Project Name: Sea Ray Drive Bridge 36-Inch Water Main Relocation Project Number: WS21SC

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

The City of Cocoa owns and maintains a 36-inch water main aerial crossing that is attached to the existing Sykes Creek bridge along Sea Ray Drive which will have to be relocated to accommodate Brevard County's proposed bridge replacement project. The relocation will consist of the replacement of approximately 1,400 linear feet of water main, a significant portion of which will be directionally drilled under Sykes Creek, which will eliminate the conflict with the bridge replacement project, increase the reliability of a critical transmission pipe, and reduce vulnerability during future storm events. The scope of work of this task order consists of construction services for the water main relocation.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☑ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

_____ Requestor

_____ Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-07

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

_____ Purchasing & Contracts Division Manager

_____ City Manager (Purchases not to exceed $50K)

_____ Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2022

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED CH2M HILL ENGINEERS, INC. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 65805036 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE	$ 7,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 7,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C68914619 (WI)	07/01/22	07/01/23	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WLR C6891453A (AOS)	07/01/22	07/01/23	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C68914577 (OH)*	07/01/22	07/01/23	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 013	07/01/22	07/01/23	PER CLAIM/PER AGG	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: Englewood, CO. CONTRACT ADMINISTRATOR: Joe Daniels. RE: AGREEMENT FOR CONSULTING SERVICES FOR WATER SUPPLY, TREATMENT, TRANSMISSION & DISTRIBUTION SYSTEM AS AMENDED ON NOVEMBER 10, 2015 . PROJECT NUMBER: D3147200. THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

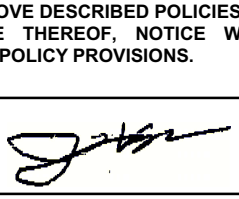
Attn: Norma Hernandez
351 Shearer Blvd.

Cocoa, FL 32922
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/17/2022

NAME OF INSURED: **CH2M HILL ENGINEERS, INC.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

Legislation Details (With Text)

File #:	22-718	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/30/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ASE66 Letter for Renewal.pdf w37502023_v001 Renewal ASE66.pdf ASE66 Exhibit A - Resolution.pdf ASE66 Exhibit B.pdf ASE66 Exhibit C.pdf 244348 MOA Cocoa.pdf 244348 MOA SA #1 Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2022
Agenda Date: December 13, 2022
Prepared By: Frank Mirabito, Project Manager i
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal.

BACKGROUND:

On January 8, 2020, Council approved the Multi-Year Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation. The original agreement is from April 1, 2020 to March 31, 2023.

This agenda will renew the agreement for a period of three years from April 1, 2023, to March 31, 2026. Budget has been provided for this contract renewal in FY23. Budget for the remaining years of the contract will be included in each subsequent budget.

Before the expiration of this renewal it is anticipated the additional landscape enhancements of the

Clearlake Road corridor will require an amendment.

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:

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

FY23 Budgeted Revenue is $71,130
When the Clearlake Road Amendment is complete, any Budget Amendments to include additional revenues will be brought back to City Council.

Revenue from FDOT for the whole three years of this agreement is $187,590.00.
Account Number - 001-0000-343.90-01

PREVIOUS ACTION:

On June 8th, 2021 Council amended this agreement to remov a limited portion of right of way maintenance on SR 524 between Cox Road and S.R. 520.

RECOMMENDED MOTION:

Approve the first and final renewal to FDOT Multi-Year Memorandum of Agreement (ASE66) with regards to highway landscape maintenance. Authorize the Mayor to Approve the Resolution and Agreement Renewal.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 11, 2022

Mayor Michael Blake
City of Cocoa
65 Stone St
Cocoa, FL 32922
mblake@cocoafl.org

RE: Maintenance Memorandum of Agreement (MOA)
Notice for Renewal
Contract Number: ASE66
County: Brevard
Financial Project ID: 244348-1-78-03

Dear Mayor Blake:

The current term of the subject MOA will expire on 3/31/2023 and must be renewed prior to that date in order for the Agreement to remain in force; all current terms and conditions shall remain. The Renewal form is included with this letter.

Please return the signed Renewal and new Resolution to me by 11/1/2022 to assure that it is fully executed in a timely manner. Please do not fill in the date on the Renewal form. If you have any questions, please contact me at (321) 634-6097.

Sincerely,

Andrew Springstead
Contract Coordinator II

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

Contract No.: ASE66 Renewal: (1st, 2nd, etc.) 1st & Final

Financial Project No(s).: 244348-1-78-03

County(ies): Brevard

This Agreement made and entered into this ____ day of _____, _____, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and The City of Cocoa hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 17th day of January, 2020
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance activities on State Rights-of-way within the City of Cocoa in accordance with Exhibits B and C of the original agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of April, 2023 and ending the 31st day of March, 2026 at a cost of $187,590.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Cocoa
Name of Contractor

Michael Blake, Mayor
Contractor Name and Title

BY: _____
Authorized Signature

N/A (SEAL)
Name of Surety

_____ _____
City State

By: N/A
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: N/A
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

RESOLUTION NO. 2022-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COCOA 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 execute the first and final renewal of the Highway Maintenance Memorandum of Agreement.

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 herby 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 13th day of December, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

DocuSign Envelope ID: 37BE0E2C-95CF-4A05-9EAD-2F0EABAE3EC3

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 mi
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 mi
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455 mi
70070	524	From Cox Road (M.P. 2.920) to Industry Rd. (M.P. 4.762)	1.842 mi
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 mi
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 mi
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566 mi

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.
☐		
☐		
☐		

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: ASE66

FINANCIAL PROJECT NO.:244348-1-78-03

This AGREEMENT, entered this 17th day of JANUARY, 2020, 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 2020-02 dated the 8th day of JANUARY, 2020 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: _____

Jake Williams, Jr., Mayor

Printed Name & Title

Attest: _____

Carie Shealy, City Clerk

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

Norma Jiménez

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

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:

Carrie Shealy, MMC, City Clerk

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.
☐		
☐		
☐		

DocuSign Envelope ID: 37BE0E2C-95CF-4A05-9EAD-2F0EABAE3EC3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

S.A. Number: 001 Contract Number: ASE66

Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement

This agreement entered into on June 11, 2021, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and FDOT, "Contractor", and City of Cocoa, "Surety", the same being supplementary to Contract ASE66 by and between the parties aforesaid, dated 01/17/2020, for the construction, improvement, or maintenance of the road(s) and bridge(s) assigned the project number(s) shown above, in Brevard Count(y)(ies) Florida.

(1) See page 2 of this Supplemental Agreement.

Revised Plan Sheet Nos. Not Applicable

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of January 2020. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. ASE66, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 0 Days

Net Change in Contract this Agreement: Increase $ 0.00 Decrease $ 15,050.00
No Change ☐

Approved By: DocuSigned by: 6A7F108BF347416...
Secretary or Designee Signature
Printed Name Suzanne Phillips, PE
Title Operations Engineer
Date 6/11/2021 | 3:05 PM EDT

Executed By: (SEAL)
Contractor Signature
Printed Name Mike Blake
Title Mayor
Date 6-08-2021

Executed By: DocuSigned by: Christine Barone 8E2F6175CF92416...
FOR Secretary or Designee Signature
Printed Name Ron Meade, PE
Title District Maintenance Engineer
Date 6/11/2021 | 4:34 PM EDT

ATTEST City Clerk 6-08-2021 Date

NA (SEAL)
Surety

DocuSigned by: Daniel McDermott 585E81E26BBA45C...
FOR Attorney Signature, Department of Transportation, Legal Review
Printed Name J. Ryan Mahler, Esquire
Date 6/11/2021 | 2:48 PM EDT

BY Florida Licensed Insurance Agent Date

DocuSign Envelope ID: 37BE0E2C-95CF-4A05-9EAD-2F0EABAE3EC3

S.A. Number: 001

Contract Number: ASE66

Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement
(1) (continued):

CONTRACT AMENDMENT:

In consideration for the $15,050.00 decrease in the Contract price and zero (0) days reduction of Contract time granted to the Contractor, the Department and the Contractor agree that FDOT Contract ASE66 is amended to remove the following work, labor, materials, and equipment:

Issue 01:

Beginning July 1, 2021, cease maintenance activities on State Road 524, Section 70070 from Mile Post 0.000 to Mile Post 2.920.

Issue 02:

Replace the original Exhibit B with the attached "Exhibit B."

Issue 03:

Reduce periodic quarterly payments from $17,782.50 to $15,632.50 for the remainder of the Contract term.

Reasons 01, 02, & 03:

The described roadway section is removed from the Contract.

DocuSign Envelope ID: 37BE0E2C-95CF-4A05-9EAD-2F0EABAE3EC3

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 mi
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 mi
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455 mi
70070	524	From Cox Road (M.P. 2.920) to Industry Rd. (M.P. 4.762)	1.842 mi
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 mi
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 mi
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566 mi

Legislation Details (With Text)

File #:	22-596	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/3/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	

Title: Recommendation for the City Council to adopt on Second and Final Reading of Ordinance No. 10-2022: an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. (Public Works Director/Interim Growth & Economic Development Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Ord 10-2022 CBD Conforming Amendments 125 DU Acre (2).pdf
125 DU lots (1).pdf
CWOD Regulating Plan Map 4-13-2021 (1) (7).pdf
CTY. COCOA 22-01ESR (A).pdf
Cocoa 22-01ESR Ack letter.pdf
LEGAL ADS - October 11 and 25.docx (6).pdf
Legal Ad 12-13.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2022
Agenda Date: December 13, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Recommendation for the City Council to adopt on Second and Final Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230.

BACKGROUND:

The proposed zoning text amendment has been administratively initiated by the City of Cocoa and was presented to the Land Planning Agency pursuant to the requirements of Appendix A, Zoning Article XXI - Amendments, Section 1.G of the City Code on August 3, 2022. The LPA made a recommendation of approval to the City Council regarding proposed text amendments based on the criteria set forth below. Staff recommends approval of the proposed amendment for the reasons expressed below.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(2), the following shall be considered in the review of an application for a zoning text amendment:

a. The need and justification for the change.

The Planning and Zoning Board/Land Planning Agency previously considered proposed Ordinance 07-2022, amending the City's Comprehensive Plan to allow possible residential densities of up to 125 dwelling units per acre within a very limited geographical area in the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district and subject to multiple conditions, at its July 6, 2022 regular meeting, and recommended approval to the City Council. The City Council approved the first reading of proposed Ordinance 07-2022 at its July 26, 2022 regular meeting. Ordinance 07-2022 was transmitted to applicable reviewing agencies and the Department of Economic Opportunity for review and comment as required by the Expedited State Review Process for the Adoption of Comprehensive Plan Amendments under state law. No comments were received by the reviewing agencies and DEO. At the October 11, 2022 City council Meeting, the City Council approved the proposed ordinance 07-2022 on second and final reading. The submittal was then transmitted to the DEO for review as part of the Expedited State Review Process. A letter was received from the DEO on November 15, 2022 stating that there was no provision that necessitates a challenge of the ordinance and that it would be considered in compliance if no challenges were received within 31 days of the submittal being marked complete. The proposed letter was marked complete on October 17, 2022 and the City has not been notified of any challenges.

The proposed zoning amendments attached hereto in Ordinance 10-2022 are needed to ensure consistency of the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district regulations with the density increases permitted via Ordinance 07-2022 and to clarify the applicability of existing density bonuses already available in the Comprehensive Plan. The proposed zoning text amendments will not be considered by City Council for adoption and second reading until after the Comprehensive Plan amendments contained in Ordinance 07-2022 become effective.

As a recap, Ordinance 07-2022 proposes to amend the Future Land Use Element of the City of Cocoa's Comprehensive Plan, authorizing the City Council to approve, by Development Agreement, residential densities of up to 125 dwelling units per acre for vertical mixed use projects, within a very limited geographical area, specifically identified in Ordinance 07-2022 totaling approximately 4.5 acres and generally located along Brevard Avenue near City Hall. See the attached maps illustrating the eligible properties, which are located only in the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district and are also located in the Cocoa Waterfront Overlay District, Cocoa Village Sub district. These properties must be further designated with a Commercial/Mixed Use Large (CL) building type within the Cocoa Waterfront Overlay District Regulating Plan to be eligible to achieve the maximum density allowed under Ordinance 07-2022. Currently, only the hotel project

site has the CL designation, and other sites will require further action of the Planning and Zoning Board and the City Council in the future to obtain the CL designation. In addition, any vertical mixed-use project located in the applicable area must also secure a Development Agreement (DA) from the City Council after consideration of certain factors, including but not limited to the following factors that are consistent with the current requirements of the Cocoa Waterfront Overlay District Regulating Plan (CWOD): 1) the aesthetic quality and character, architectural design, physical and visual scale of the proposed project and 2) compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district.

The proposed Ordinance 10-2022 proposes certain conforming amendments to ensure consistency with proposed Ordinance 07-2022. Specifically, the “Performance Standards” table in the CBD-CVO zoning district is proposed to be amended to allow for up to 125 dwelling units per acre on the certain lots designated in the Comprehensive Plan (via Ordinance 07-2022) if approved by Development Agreement.

The CBD-CVO is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan and the uses permitted therein are based on the comprehensive plan and the redevelopment plan, as described in App. A, Article XI, Section 13 of the Central Business District regulations. The uses permitted in the CBD-CVO are further intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The conforming amendments are justified as the intent of the District is to encourage high density multiple-family residential development.

In addition, Section 13 of the District regulations provides: “All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted.” The proposed Comprehensive Plan policies permitting up to 125 dwelling units an acre were drafted specifically to take into account preservation of public and scenic access to natural and historic areas, which will be considered via any Development Agreement authorizing such densities. The City has considered and incorporated these goals into the policies adopted in Ordinance 07-2022 and these conforming text amendments to the Central Business District regulations will ensure consistency with the newly-adopted Comprehensive Plan Policies.

In addition, the proposed Ordinance 10-2022 makes an additional amendment to the “Performance Standards” table in the CBD-CVO zoning district to be consistent with the existing Future Land Use Element, Figure FLU-1, Footnote 2, which already allows an additional 5 units per acre density bonus in the Mixed Use Future Land Use category for residential units developed as part of a vertical mixed use project. This density bonus is available on all properties located in the Mixed Use Future Land Use category.

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

As described above, the conforming zoning text amendments are proposed to ensure consistency with the Comprehensive Plan amendments proposed via Ordinance 07-2022. The intent in creating the Mixed-use FLU and CBD and CBD-CVO zones was to allow a mix of commercial and residential uses in the Mixed-Use FLU categories in order to offer innovative housing options in the City. Amending the standards for the CBD-CVO Zoning District to allow for higher density residential uses within the limited geographical area identified in the proposed Comprehensive Plan amendment will further the intent of the Mixed Use Future Land Use (MU FLU) and the Waterfront District and perhaps incentivize an experienced developer to propose an acceptable large, vertical mixed-use project that can further a “trifecta” of policy objectives already established by the City Council in the MU FLU, Waterfront District, and Cocoa Redevelopment Plan.

In addition, staff finds the proposed amendment consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

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

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.
Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single

family, duplex, and multifamily are allowed within the City

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible

Coastal Management Element, Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to: • Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.

Capital Improvement Element, GOAL 14.1: Through the use of sound fiscal policies, the City of Cocoa shall provide adequate public facilities to all residents within its jurisdiction in a timely and efficient manner that promotes orderly compact urban growth and discourages urban sprawl.

Staff recommends approval to the City Council of the proposed second and final reading of the amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming amendments to the Central Business District Regulations consistent with Ordinance 07-2022.

STRATEGIC PLAN CONNECTION:

Enable growth through enhanced and modernized infrastructure. Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

October 11, 2022 - City Council approved the proposed amendment and first reading of the

ordinance.

August 3, 2022 - Planning and Zoning Board Meeting the Board recommended approval of the proposed amendment and ordinance to the City Council.

RECOMMENDED MOTION:

Recommendation for the City Council to adopt on Second and Final Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element.

powered by Legistar™

ORDINANCE NO. 10-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, concurrently with this Ordinance, the City Council has adopted Ordinance 07-2022, which amends the Future Land Use Element of the City of Cocoa's Comprehensive Plan authorizing the City Council to approve by Development Agreement residential densities of up to 125 dwelling units per acre for vertical mixed use projects within a very limited geographical area; and

WHEREAS, the very limited geographical area consists of properties specifically identified in Ordinance 07-2022 totaling approximately 4.5 acres and generally located along Brevard Avenue near City Hall; and

WHEREAS, such affected properties are located only in the Central Business District – Cocoa Village Overlay (CBD-CVO) zoning district and are also located in the Cocoa Waterfront Overlay District, Cocoa Village Subdistrict and must be designated with a Commercial/Mixed Use Large (CL) building type within the Cocoa Waterfront Overlay District Regulating Plan to be eligible to achieve the maximum density allowed under Ordinance 07-2022; and

WHEREAS, any vertical mixed-use project located in the applicable very limited geographical area must also secure a Development Agreement from the City Council, after

consideration of factors including, but not limited to, the aesthetic quality and character, architectural design, physical and visual scale of the proposed project, and compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district; and

WHEREAS, the CBD-CVO is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan and the uses permitted therein are based on the comprehensive plan and the redevelopment plan; and

WHEREAS, the uses permitted in the CBD-CVO are further intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development; and

WHEREAS, it is intended that high density multiple-family residential development in the CBD/CBD-CVO area is to be promoted and encouraged, so long as it provides public and scenic access to the areas of great natural beauty and historic significance in the district; and

WHEREAS, the City has considered and incorporated these goals into the policies adopted in Ordinance 07-2022, particularly by requiring a Development Agreement for any proposed vertical mixed-use project after consideration of the above-reference criteria and strictly limiting the properties eligible for the increased density; and

WHEREAS, the City Council desires to adopt certain conforming text amendments to the Central Business District regulations to ensure consistency with the newly-adopted Comprehensive Plan Policies; and

WHEREAS, this Ordinance shall become effective upon the effective date of Ordinance 07-2022; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; 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, 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. Code Amendment. The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 13, 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 Appendix A, Article XI, Section 13. It is intended that the text in Appendix A, Article XI, Section 13 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 13. - District and intent—CBD, Central Business District.

The provisions of this district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east. Uses are based on the comprehensive plan and the redevelopment plan and are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards in order to assure and promote the development and redevelopment of property in the central business district in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting, uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous waterwalks, and several key water vistas should be made available to

the public. The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

Within the Central Business District is a subarea known as "Cocoa Village" for which additional and supplemental use, intensity, design and development standards are necessary in order to maintain the special and distinctive character of the area, which is an important objective of the comprehensive plan and redevelopment plan. The supplemental regulations applicable to the Cocoa Village subdistrict shall be applied through imposition and mapping of a "Cocoa Village Overlay" zoning district. The regulations are in addition to and not in substitution of the underlying Central Business District zoning regulations which shall also remain applicable to the Cocoa Village Overlay subdistrict. The Cocoa Village Overlay subdistrict is designed to preserve and extend the "Cocoa Village" uses, scale and theme within the Central Business District. Where the regulations of the Cocoa Village Overlay subdistrict are more restrictive than those of the Central Business District, the former shall be controlling. The Cocoa Village Overlay subdistrict (identified by the suffix CVO following the designation CBD) shall be mapped on the official "Zoning Map" of the City of Cocoa.

*** * ***

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set ~~froth~~ forth in article XIII, section 1 of the zoning ordinance which shall apply to all uses in this zoning district.

(F) TABLE OF PERFORMANCE STANDARDS

	Performance Standards	Minimum Requirement Central Business District	Minimum Requirement Cocoa Village Overlay
*** * ***			
(14)	Maximum Dwelling Units Per Acre	Lots located north of King Street: fifty (50) units, except where a density bonus is permitted by the Comprehensive Plan for a	25 units, except where a density bonus is permitted by the Comprehensive Plan for a vertical mixed-use project. On certain lots designated in the Comprehensive Plan, up to 125 units

		vertical mixed-use project. Lots located south of King Street: 25 units, except where a density bonus is permitted by the Comprehensive Plan for a vertical mixed-use project.	may be approved by Development Agreement.
		* * *	

* * *

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. **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 5. **Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance 07-2022 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance 07-2022 does not become effective, then this Ordinance shall become null and void.

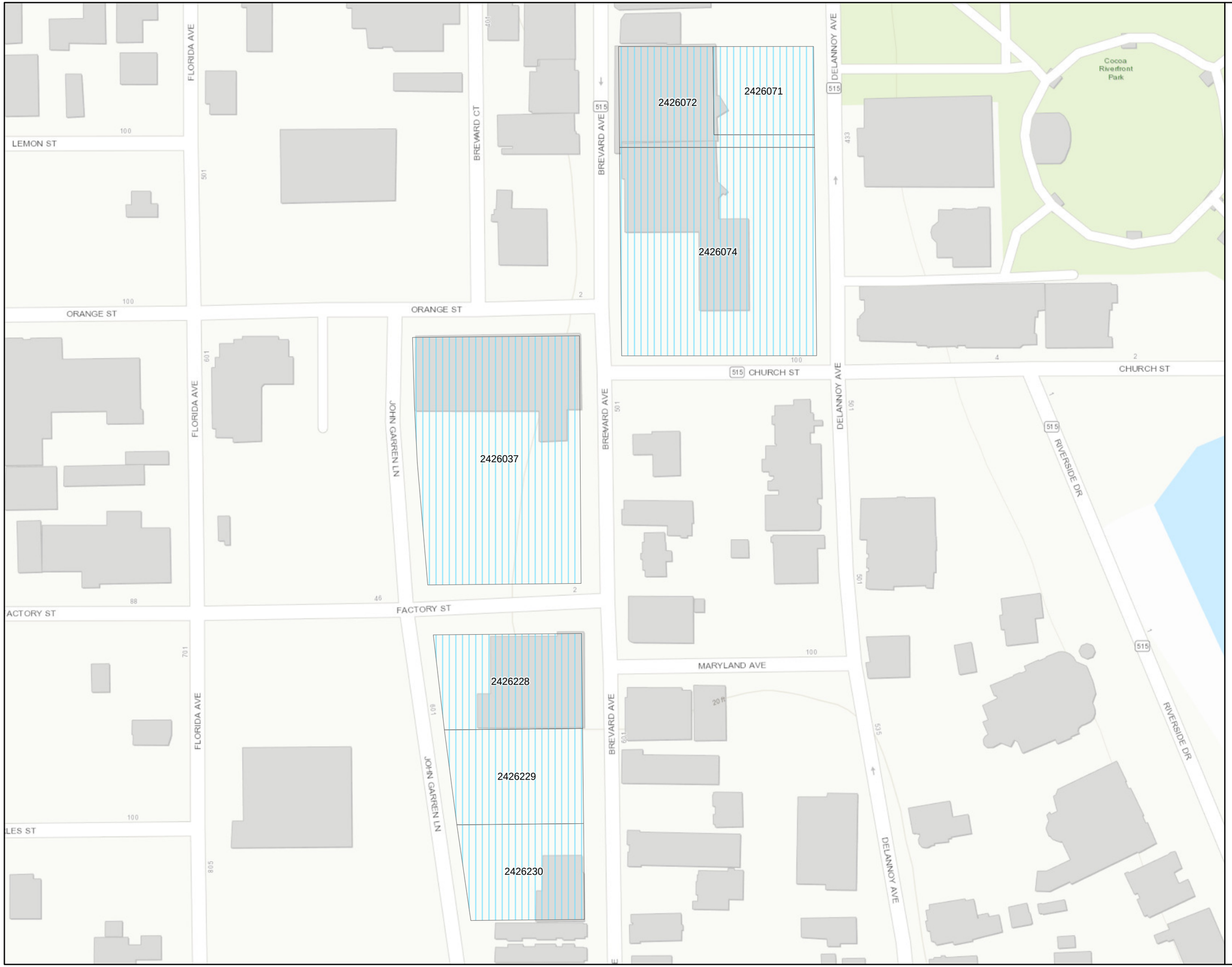
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____
Effective Date: _____



City of Cocoa Proposed FLU Amendment

June 14, 2022

Legend

125 DU/acre Lots

- CBD-CVO (7 Parcels Proposed for 125 DU/ acre)
- Cocoa City Boundary

0 0.01 0.03 0.05 Miles

CS20220510-29001.0

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

4/13/2021

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

---#/#---
CS — Additional building type allowed for this parcel only
---#/#--- — Required minimum and maximum street setback (in feet)
---#/#--- — Break in street setback dimension
---#/#--- — Right of way line (beginning point of street setback measurment)
Internal Lot Line

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

November 15, 2022

The Honorable Michael C. Blake
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Blake:

The Department of Economic Opportunity ("Department") has completed its review of the comprehensive plan amendment adopted by City of Cocoa (Amendment No. 22-01ESR) by Ordinance Nos. 05-2022 & 07-2022 on October 11, 2022. We have reviewed the amendment in accordance with the expedited state review process set forth in Section 163.3184(2) and (3), Florida Statutes, and identified no provision that necessitates a challenge of the Ordinances adopting the amendment.

If the plan amendment is not challenged by an affected person, the amendment will become effective 31 days after the Department notified the local government that the plan amendment package was complete. If the plan amendment is challenged by an affected person, the amendment will not become effective until the Department or the Administration Commission enters a final order determining the amendment to be "In Compliance."

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pl

cc: Angela Essing, AICP, Growth and Economic Development Director, City of Cocoa
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

October 17, 2022

Ms. Dodie C. Selig, AICP
Planning and Zoning Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Ms. Selig:

Thank you for submitting the **City of Cocoa's Plan Amendment No. 22-01ESR**, adopted by **Ordinance No(s). 05-2022 & 07-2022 on October 11, 2022**, for our review pursuant to the Expedited State Review process. The adopted package was received by the State Land Planning Agency on **October 17, 2022**.

We have conducted a preliminary inventory of the plan amendment package to verify the inclusion of all required materials. The submission package was determined to be complete on **October 17, 2022**, and your adopted plan amendment will be reviewed pursuant to the process set forth in Chapter 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review.

If you have any questions please contact James Stansbury, Bureau Chief, that will be overseeing the review of the amendments, at (850)717-8512.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/ts

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Growth and Economic Development
Planning & Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8522 Fax: (321) 433-8543

October 17, 2022

Department of Economic Opportunity, Bureau of Comprehensive Planning
Attn: Ray Eubanks, Plan Processing Administrator
State Land Planning Agency, Caldwell Building
107 East Madison – MSC 160
Tallahassee, Florida 32399-4120

RE: Transmittal of City of Cocoa, Brevard County Comprehensive Plan Amendments

1) ORD 05-2022 Comprehensive Plan Amendment to Include a Property Rights Element
2) ORD 07-2022 Large Scale Comprehensive Plan Text Amendment Adopting a Policy in the Future Land Use Element Authorizing Residential Densities of Up To 125 Dwelling Units Per Acre in a Limited Geographical Area

Dear Mr. Eubanks:

This transmittal includes the following items from the City of Cocoa:

1) A FLU Text Amendment, transmittal and first reading of Ordinance 05-2022 by the City Council on July 26, 2022 for a Comprehensive Plan Amendment to include a Property Rights Element. Second and final reading of Ordinance 05-2022 by the City Council on October 11, 2022.
2) A Large Scale Comprehensive Plan Text Amendment, transmittal and first reading by Ordinance 07-2022 by City Council on July 26, 2022, adopting a Policy in the Future Land Use Element authorizing residential densities of up to 125 dwelling units per acre in a limited geographical area. Second and final reading of Ordinance 07-2022 by the City Council on October 11, 2022.

The following is a summary of the Comprehensive Plan FLU Text Amendments submitted under the Expedited State Review process that are not applicable to an area of critical state concern:

1) The proposed Property Rights Element is outlined in Ordinance 05-2022 and proposes to adopt the Property Rights Element and repeal Ordinance 05-2021 which was previously adopted by Council. The

re-adoption of the Property Rights Element is required because the previous Ordinance 15-2021 was not transmitted to you after the first reading as required by the Community Planning Act.

The Comprehensive Plan FLU proposed Property Rights Element was recommended for approval by the Local Planning Agency of the City of Cocoa at a publicly advertised hearing on December 1, 2021. The City of Cocoa Council held the first reading of ordinance 05-2022 at a publicly advertised hearing on July 26, 2022 and approved the amendment for transmittal. The City of Cocoa Council held the publicly advertised second and final reading on October 11, 2022 and approved the ordinance for adoption.

The following items are provided herein for the Property Rights Element:

a. Staff Report and Minutes of the Planning & Zoning Board / Local Planning Agency meeting on November 3, 2021
b. Council Agenda Item with underlined format of the FLU Property Rights Element hearing on July 26, 2022
c. Council Minutes (Journal) of the Cocoa City Council transmittal hearing on July 26, 2022
d. Council Agenda Item with underlined formal of the FLU Property Rights Element second hearing on October 11, 2022
e. Council Minutes (Journal) of the Cocoa City Council final hearing on October 11, 2022

2) This text amendment adds 125 residential DU/acre related to vertical mixed use projects within a very limited geographical area of approximately 4.5 acres, more or less, and designated mixed use on the future land use map and designated a Cocoa Village Subdistrict with a commercial/mixed use large (cl) building type on the Cocoa Waterfront Overlay District Regulating Plan. Which will be further approved under certain terms and conditions deemed necessary and acceptable to the City Council by development agreement.

The Comprehensive Plan FLU Text Amendment was recommended for approval by the Local Planning Agency of the City of Cocoa at a publicly advertised hearing on July 6, 2022. The Cocoa City Council held the first reading of ordinance 07-2022 on July 26, 2022 and approved the amendment for transmittal. The City of Cocoa Council held the publicly advertised second and final reading on October 11, 2022 and approved the ordinance for adoption.

The following items are provided herein for the text amendment adding 125 residential DU/acre on particular properties:

a. Staff Report and Draft Minutes of the Planning & Zoning Board / Local Planning Agency meeting on July 6, 2022
b. Council Agenda Item underline format of the Future Land Use Element and supporting documents from July 26,2022
c. Minutes (Journal) of the Cocoa City Council transmittal hearing on July 26, 2022
d. Council Agenda Item underline format of the Future Land Use Element and supporting documents from October 11, 2022
e. Minutes (Journal) of the Cocoa City Council transmittal hearing on October 11, 2022

A copy of the complete amendment package was mailed/transmitted to the following agencies on or before August 5, 2022. No comments were received from these agencies.

1) The City of Rockledge
2) Brevard County, Planning and Zoning
3) Brevard County School Board
4) East Central Florida Regional Planning Council
5) St. Johns River Water Management District
6) Florida Department of Transportation - District 5
7) Florida Department of Environmental Protection
8) Florida Department of Education
9) Florida Department of State

Please contact me via email or phone with any questions.

Bryant Smith
City of Cocoa
Interim Growth and ED Director

65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8522
Fax: (321) 433-8543

E-mail: bsmith@cocoafl.gov

Sincerely,

Bryant Smith

Bryant Smith III, P.E., CFM
Interim Growth and Economic Development Director

C:
Stockton Whitten, City Manager
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.: 0005431796
Pymt Method Invoice
Net Amount 468.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/05/22

Text of Ad:

Ad#5431796 10/05/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

1. Ordinance 07-2022 Large Scale Comprehensive Plan Text Amendment

SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AND MORE SPECIFICALLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF AFFECTED REAL PROPERTY OF APPROXIMATELY 4.5 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED USE LAND USE ON THE FUTURE LAND USE MAP AND DESIGNATED COCOA VILLAGE SUBDISTRICT WITH A COMMERCIAL/MIXED USE LARGE (CL)BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; PROVIDING FACTORS TO BE CONSIDERED BY CITY COUNCIL WHEN CONSIDERING WHETHER TO APPROVE SUCH PROJECTS BY DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

2. Ordinance 05-2022 Property Rights Comprehensive Plan Amendment

SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE TEXT OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A PROPERTY RIGHTS ELEMENT AS REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS INCLUDING ORDINANCE NO. 15-2021, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

CITY COUNCIL WILL CONSIDER ITEMS 1and 2 ON October 11, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

3. Ordinance 10-2022 Conforming Central Business District Amendment

FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DE

VARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEM 3 ON
October 11, 2022 for First Reading and October 25, 2022 for Second Reading AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org .

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Final Publication Date
11/29/2022

Ad Number
GCI0979825

Publication
Florida Today

Market
Brevard

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
cshealy@cocoafl.gov

Customer Name
City Of Cocoa (Te)

Customer Address
cshealy@cocoafl.gov

Account Number (If Known)
CIT180

Name
Carie Shealy, City Clerk

Street
65 Stone Street

City
Cocoa

State
FL

ZIP Code
32922

Your Name
Alex Helmbrecht

Email Address
ahelmbrech@gannett.com

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN: CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

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

11/29/2022

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

Sworn to and Subscribed before me this 29TH DAY OF NOVEMBER 2022 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

PUBLICATION COST: $623.60
AD NO: GCI0979825
CUSTOMER NO: CIT180
PO#: PUBLIC NOTICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING ZONING TEXT AMENDMENTS:

1. ORDINANCE 10-2022 CONFORMING CENTRAL BUSINESS DISTRICT AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Second Reading)

2. ORDINANCE NO. 15-2022 ZONING TEXT AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (First Reading)

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
December 13, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0979825-01

Legislation Details (With Text)

File #:	22-666	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/2/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Consideration of Ordinance 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 15-2022 C-C and Overlay Uses.pdf Exhibits - C-C Engraving and Craft Brew.pdf Legal Ad Proof - LPA and CC.pdf Legal Ad.pdf Legal Ad 12-13.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2022
Agenda Date: December 13, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director/City Engineer & Interim Growth and Economic Development Director
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of Ordinance 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts.

BACKGROUND:

Zoning Ordinance Amendment Analysis

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

a. *The need and justification for the change.*

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

Need and justification for change:

The proposed ordinance would amend the City's Zoning Code as follows:

- Add *printing, engraving, and related reproduction processes and publishing* as a special exception use in the C-C and in subdistricts of the Cocoa Waterfront Overlay District with C-C as the underlying district for consistency.
- Add *craft breweries*, subject to the conditions of the underlying zoning district, as a special exception use in the Cocoa Waterfront Overlay District in all subdistricts with C-C or CBD as the underlying zoning district to ensure consistency with the C-C and CBD zoning districts.

The above proposed amendments are intended to eliminate inconsistencies between the C-C zoning district, the Waterfront Overlay District, and the Central Business District (CBD); and add printing, engraving and reproduction in the Core Commercial District (C-C) as a special exception use.

Printing, Engraving, and Reproduction

Currently, the Core Commercial zoning district does not allow for printing, engraving, and related reproduction uses. These uses would be consistent with the intent of the C-C district to allow uses that are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. Printing, engraving, and related reproduction uses are already permitted uses in the Central Business District and in the Cocoa Waterfront Overlay subdistricts where CBD is an underlying zoning district. Given that these are already permitted uses in the Central Business District, staff believes that the addition of printing, engraving and related uses as a special exception will be consistent with surrounding uses. Moreover, the Board of Adjustment will be able to evaluate through the special exception process any impacts associated with a particular proposed project, such as noise, truck deliveries/traffic, or hours of operation. To ensure consistency, printing, engraving and reproduction uses have also been added as a special exception to the use table in the Cocoa Waterfront Overlay District where C-C is the underlying zoning district. Specifically, these uses would be allowed in the following subdistricts where C-C- is the underlying zoning district: Uptown Neighborhood (UN); South End (SE); Cocoa Village; North of the Village (NV); and the King Willard (KW).

Craft Breweries

Craft breweries are already allowed as a special exception use in the C-C and the CBD, subject to different conditions in each zoning district. However, the Cocoa Waterfront Overlay District does not allow the use in the subdistrict use table. The amendment would allow craft breweries (subject to conditions of underlying zoning district) as a special exception use in all Cocoa Waterfront Overlay subdistricts where C-C or CBD is the underlying subdistrict. The City Council previously adopted Ordinance 03-2016 on March 22, 2016 to provide for craft breweries as a special exception (defined as an entity that utilizes the fermentation process to produce beer beverages) in the C-C district-and Ordinance 06-2016 on May 10, 2016 to provide that craft breweries are a special exception use in the CBD. Thus, the change would ensure consistency between the underlying zoning districts of C-C, CBD and Cocoa Waterfront Overlay, which allow for craft breweries as a special exception use.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The proposed change would add printing, engraving, and related reproduction uses as a special exception within the C-C Core Commercial district and corresponding subdistricts of the Cocoa Waterfront Overlay District as allowed via the city's FLU. In addition, the proposed ordinance would ensure that craft breweries are a special exception use allowed in the Cocoa Waterfront Overlay district where C-C- and CBD zoning districts are an underlying district.

Property that will benefit from these changes are located in the Mixed Use Future Land Use. According to Policy 1.1.2.6 (Mixed-Use), the MU designation "is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development." This will encourage a compact and walkable environment to reduce vehicle miles of travel and transitional areas between high and low intensity uses while also addressing current and future uses and needs. Staff believes that craft breweries and printing, engraving and reproduction businesses have a strong commercial component that will support the continued development of the mixture of uses desired in this Future Land Use category.

powered by Legistar™

STRATEGIC PLAN CONNECTION:

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

At the November 8, 20222 City Council Meeting, the City Council postponed this decision to the December 13, 2022 City Council Meeting.

The Planning and Zoning Board recommended approval of Ordinance 15-2022 to the City Council at the November 2, 2022 Planning and Zoning Board Meeting.

RECOMMENDED MOTION:
Approve Ordinance 15-2022 on First Reading, a zoning text amendment to allow for printing, engraving, and related reproduction uses and craft breweries as special exception uses in the C-C and Cocoa Waterfront Overlay districts.

ORDINANCE NO. 15-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to change the list of special exception uses in the Core Commercial zoning district to provide for printing, engraving, and related reproduction uses as a special exception use and to make consistent amendments to allow for printing, engraving and related reproduction uses as a special exception in the Cocoa Waterfront Overlay District; and

WHEREAS, the City Council previously adopted Ordinance 03-2016 on March 22, 2016 to provide that craft breweries, defined as an entity that utilizes the fermentation process to produce beer beverages, are a special exception use in the C-C, Core Commercial District, given that the City anticipated craft beer breweries would continue to increase in popularity; and

WHEREAS, the City Council previously adopted Ordinance 06-2016 on May 10, 2016 to provide that craft breweries are a special use in the CBD, Central Business District; and

WHEREAS, the City Council desires to amend the list of special exception uses in the Cocoa Waterfront Overlay District to ensure consistency between the underlying zoning districts of C-C and CBD, which allow for craft breweries as a special exception use, and the Overlay, which does not currently address craft brewery uses; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; 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, 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. Code Amendments. The City of Cocoa Code of Ordinances, Appendix A, Article XI, Sections 18 and 22, are 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 Appendix A, Article XI, Sections 18 and 22. It is intended that the text in Appendix A, Article XI, Sections 18 and 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 18. District and Intent—C-C, Core Commercial District.

The provisions of this district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards. All development in the Core Commercial District shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated in article XI, section 6, RV-2-25 Multiple-Family Dwelling District, provided, however, that, multiple-family uses may be developed in conjunction with nonresidential uses.

(2) Townhouse residential subdivision (as regulated by section 5, RU-2-15)

(3) Single-family homes and duplexes (as regulated by section 5, RU-2-15)

(4) Churches and schools.

(5) Parks and green areas.

(6) Sewer lift stations.

(7) Child care centers.

(8) Service stations as regulated in section 12, C-G (C)(2), except that all repair services shall be within an enclosed structure.

(9) Utilities.

(10) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(11) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(12) Craft breweries, with a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer only; and

b. Bar and lounge areas associated with the brewery shall be permitted but shall not exceed 50 percent of the total square footage of the operation; and

c. Bar and lounge areas associated with the brewery may serve beer and wine, only; and

d. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and

e. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

(13) Printing, engraving and related reproduction processes as well as the publishing and distribution of books, newspapers and other printed material.

*** * ***

Sec. 22. Cocoa Waterfront Overlay District.

*** * ***

(E) *Cocoa Waterfront Overlay Sub districts.* The waterfront overlay includes nine (9) sub districts and identified in the Regulating Plan. The sub districts include:

1. Cocoa Village (CV).

2. Heart of Cocoa (HC).

3. King/Willard Corridor (KW).
4. Uptown Neighborhood (UN).
5. South of the Village (SV).
6. South End (SE).
7. Waterfront (WF).
8. North of Village (NV).

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
* * *																		
Commercial																		
Adult Entertainment Establishment & Sexually Oriented Businesses (see section 2.5 adult entertainment)																		
Automotive Repair, enclosed structure													SE					
Automotive service stations and Wash (accessory)													P					
Bar or Lounge			SE			SE	SE		SE		SE		SE		SE	SE	SE	
Bed and breakfast establishments		SE	P	SE	P	P	P	SE	P		P	P		SE		P		SE
Car wash, full or self-service													P					
Convenience Store with gas pumps													P		P		P	

Craft Brewery (subject to conditions of underlying zoning district)			**SE**	**SE**		**SE**	**SE**	**SE**	**SE**		**SE**	**SE**		**SE**		**SE**		**SE**
Cultural Centers, Museums, Galleries, Community Centers (commercial)			P			P	P		P		P					P		
Dry cleaning Establishments			SE			SE	SE		SE		SE		P			SE		
Financial Institutions			P	P		P	P	P	P		P	P	P	P		P		P
Gym and Fitness facilities			P			P	P		P		P					P		
Hotels and Motels		SE	P	P		P	P	P	P		P	P		P	P		P	
Optical services			P			P	P		P		P		P			P		
Package Store, beer and wine			SE			SE	SE		SE		SE		P		P	SE	P	
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor			P	P		P	P	P	P		P	P	P	P	P	P	P	P
Plant Nurseries, greenhouses															P		P	
Printing, Engraving, Repro, Publishing			P	**SE**		P	P	**SE**	P		P	**SE**		**SE**		P		**SE**
Private Clubs and Lodges	SE	SE	P	P	SE	P	P	P	P	SE	P	P	SE	P	P	P	P	P
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)			SE			SE	SE		SE		SE		P		P	SE	P	

Repair Service Establishments			P			P	P		P		P					P		
Restaurants			P	P		P	P	P	P		P	P		P		P		P
Retail Stores (except Automotive)			P			P	P		P		P		P			P		
Retail Commercial				P				P				P		P				P
Retail Sales outlet													P		P		P	
Retail Stores w/outside display															P		P	
Sales Office - temporary - no longer than 120 days			SE			SE	SE		SE		SE					SE		
Self-Service Storage			SE			SE	SE		SE		SE		SE			SE		

[1] Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (I). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

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. **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 5. **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 _____, 2022.

_____
Michael C. Blake, Mayor

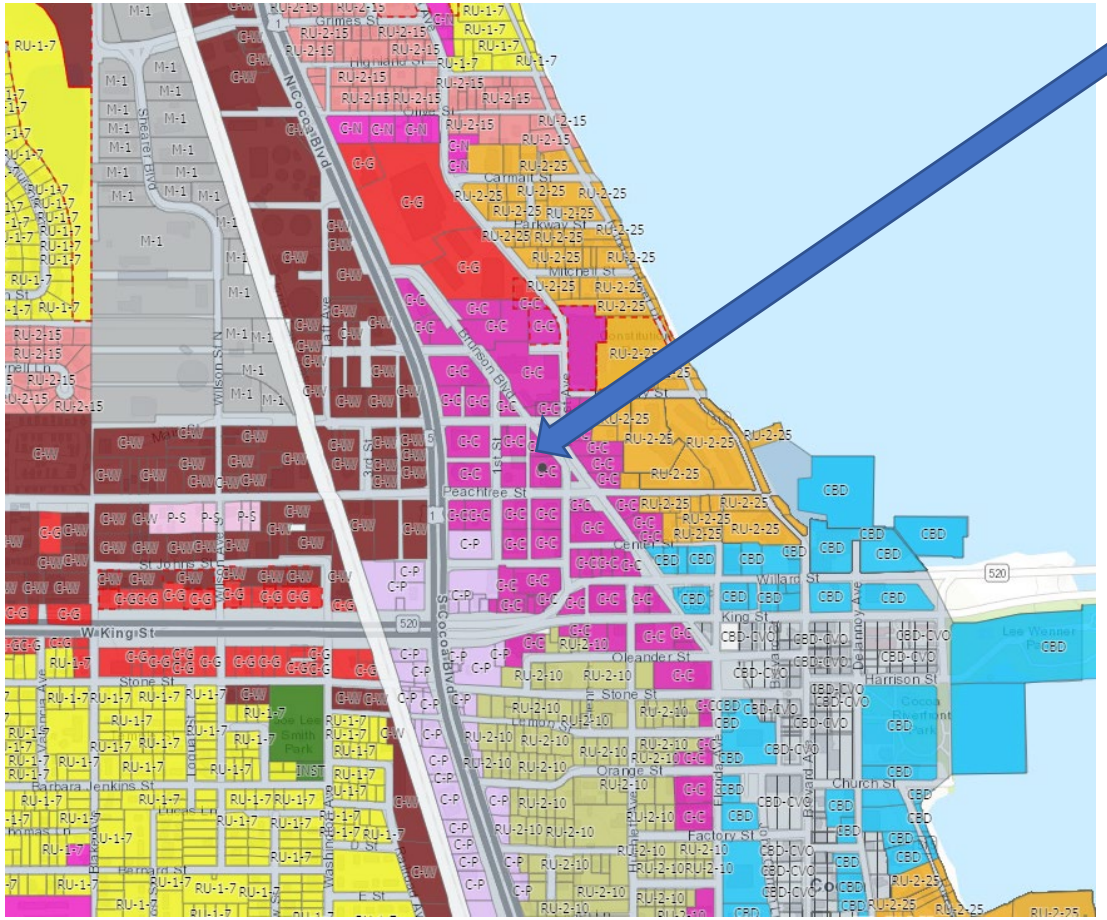
ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____
Effective Date: _____

PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

COCOA
FLORIDA

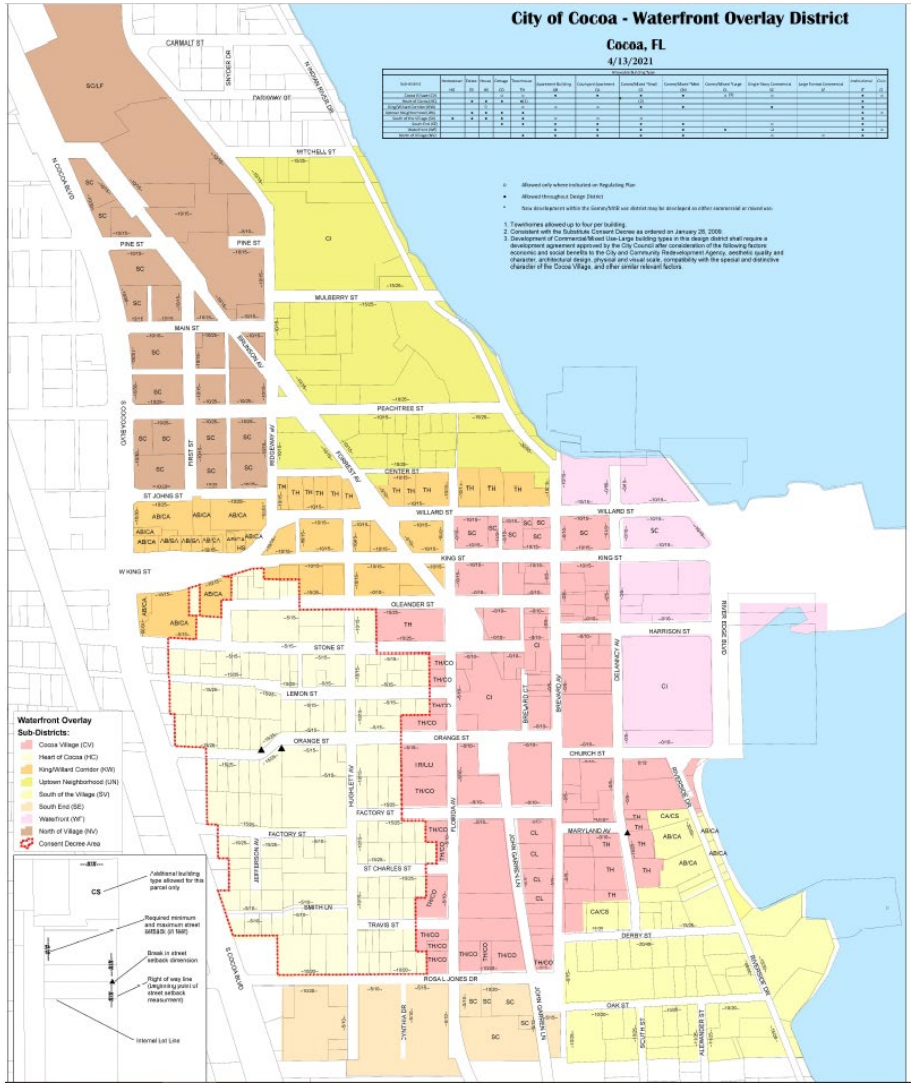


Allows printing, engraving, and related reproduction uses within the C-C Zoning District as a Special Exception. Printing, engraving and related reproduction uses will also be added in the Waterfront Overlay as a Special Exception where C-C is the underlying zoning district.

Allows Craft Breweries as a Special Exception to the Waterfront Overlay where C-C and CBD are the underlying zoning districts, subject to the conditions of each underlying zoning district. Updates the Waterfront Overlay to be consistent with C-C and CBD underlying zoning.

PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

COCOA
FLORIDA



PZ-22-00000021 - Zoning Text Amendment – printing, engraving, and related reproduction uses; and craft breweries.

COCOA
FLORIDA



CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING ZONING TEXT AMENDMENTS:

ORDINANCE NO. 15-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
November 2, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL PUBLIC HEARING (FIRST READING) WILL BE HELD ON
November 9, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

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

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested parties may also submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0964669-01

Final Publication Date
10/26/2022

Ad Number
GCI0964669

Publication
Stuart News

Market
Brevard

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
cshealy@cocoafl.gov

Customer Name
City Of Cocoa (Te)

Customer Phone Number
(321) 639-7520

Customer Address
65 Stone St
Cocoa, FL 32922-7982

Account Number (If Known)
CIT180

Name
City Of Cocoa (Te) (Attn: Carie Shealy

Street
65 Stone St

City
Cocoa

State
FL

ZIP Code
32922-7982

Your Name
Marita Froimson

Email Address
mfroimson@gannett.com

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922-7982
ATTN CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

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

10/26/2022

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

Sworn to and Subscribed before me this 26TH DAY OF OCTOBER 2022 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5.15.23

My commission expires

PUBLICATION COST: $623.60
AD NO: GCI0964669
CUSTOMER NO: CIT180
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING ZONING TEXT AMENDMENTS:

ORDINANCE NO. 15-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
November 2, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL PUBLIC HEARING (FIRST READING) WILL BE HELD ON
November 9, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

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

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested parties may also submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0364669-01

Final Publication Date
11/29/2022

Ad Number
GCI0979825

Publication
Florida Today

Market
Brevard

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
cshealy@cocoafl.gov

Customer Name
City Of Cocoa (Te)

Customer Address
cshealy@cocoafl.gov

Account Number (If Known)
CIT180

Name
Carie Shealy, City Clerk

Street
65 Stone Street

City
Cocoa

State
FL

ZIP Code
32922

Your Name
Alex Helmbrecht

Email Address
ahelmbrech@gannett.com

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN: CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

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

11/29/2022

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

Sworn to and Subscribed before me this 29TH DAY OF NOVEMBER 2022 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

PUBLICATION COST: $623.60
AD NO: GCI0979825
CUSTOMER NO: CIT180
PO#: PUBLIC NOTICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

THE CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING ZONING TEXT AMENDMENTS:

1. ORDINANCE 10-2022 CONFORMING CENTRAL BUSINESS DISTRICT AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Second Reading)

2. ORDINANCE NO. 15-2022 ZONING TEXT AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; CHANGING THE LIST OF SPECIAL EXCEPTION USES IN THE CORE COMMERCIAL ZONING DISTRICT AND COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (First Reading)

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
December 13, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0979825-01

Legislation Details (With Text)

File #:	22-645	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/24/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	lein reduction.pdf Staff Report for Lien Reduction-1301 Jackson St.pdf Cost Affidavit Form -1301jack.pdf BCPA - 1301 Jackson Street.pdf 1. NOV - 1301 Jackson street.pdf Board Order CE-20-1347.pdf lienorder1301Jackson.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 24, 2022
Agenda Date: December 13, 2022
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board. .

BACKGROUND:

CASE # 20-1347

The Code Enforcement Board held a public hearing on **5/16/2019**, at which time the Board found the owner, **YSM 1001 PROPERTIES LLC** in violation of the following:

- Storing Outdoors, Sec. 6-900 (b)(11)
- Roofs & Drainage, Sec. 6-1003 (g)
- Protective Treatment, Sec. 6-1003 (b)
- Weeds, Sec. 6-1001(d)

- Accessory Structures, Sec. 6-1001 (g)
- Boarded Up Buildings, Sec. 6-900 (b)(5)
- Accum. Of Trash and Litter, Sec. 6-900 (b)(1)a-d
- Landscape Requirements, App A Art. XIII Sec 22 (a-i)
- Exterior General Condition, Sec. 6-1003 (a)
- Parking in Yard, Sec. 6-900 (b)(9)
- Permit required (fences), App A Art. XIII Sec 5 (c)
- Maint of Struct/Grounds, Sec. 6-900 (b)(4) a-c
- Site Plan Required, Sec. 12-17

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 **5/22/2021.** The lien ran at **$250.00** per day from **5/22/2021** until compliance was achieved on **1/13/2022**. Code records show onsite inspections were conducted by Officer Carver, and I. The case was closed **on 1/13/2022** leaving a fine of $59,010.00.The current owner, **YSM 1001 PROPERTIES LLC**, is requesting that the lien be reduced to **City Costs of Service**.

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**
- Applicant resides at the property: **No, property is a rental/Housing**
- The number of violations related to the subject lien; **Thirteen**
- Number of Inspections performed: **16**
- The length of time the property was in violation **236 Days**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens**Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **10/20/2022 and was in compliance before the 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 **$1,629,840** according the Brevard County Property Appraiser.

Staff submits their cost sheet and the in the total amount of **$3,072.88**

Staff's recommendation is that the fine/lien be reduced to **$3,072.88** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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 October 20, 2022, recommended that the lien be reduced to $3,072.88

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1301 Jackson St., be reduced to $3,072.88 as recommended by the Code Enforcement Board.

Application # CE - _____ - _____

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:** 9/21/2022

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

Company (if applicable): YSM1001 Properties, LLC

Name: Katherine Crittendon

Mailing Address: 1301 Jackson St.

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-305-6957 Fax #: _____

Mobile #: 321-759-4524 E-mail: Arlingtonapts1301@gmail.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: 1301 Jackson St. Cocoa, FL 32922

Parcel ID:

24-36-32-29-7□□□□.□-

□□□□.□□

Tax Account Number:

2424571

Existing Use(s) on Property: 40 unit Apartment Complex

Proposed Use(s) on Property: 40 unit Apartment Complex

(If residential – (circle one) **owner occupied** or (**rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Maint of Struct/Grounds, Roofs & drainage, general Cond.

Date Fine or Lien Imposed: 5/22/2021 Amount of Fine: $59010.00
per day $250.00

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

Date upon which the subject property was brought into compliance: 1/13/2022

5. **Please provide the following information:**

Code enforcement case number: 20-1347

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? 253 days

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:
As soon as we were informed that roofs needed to be repaired we hired a roofing contractor and permits were pulled. Due to pandemic work took longer to complete.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
We were under the restraints of the roof contractors schedule and their ability to obtain supplies needed.

Amount you are requesting that the lien be reduced to: Staff cost
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:
I have attached the receipts for the roofs. They were started January 2021 and completed December 2021

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, Katherine Pittendon 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.

(APPLICANT SIGNATURE)

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

LORI STROHLIN
Notary Public - State of Florida
Commission # GG 906065
My Comm. Expires Nov 14, 2023

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 22 day of September, 2022

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
10/20/2022

LIEN REDUCTION REQUEST FOR
1301 Jackson St

CASE # 20-1347

The Code Enforcement Board held a public hearing on **5/16/2019**, at which time the Board found the owner, **YSM 1001 PROPERTIES LLC** in violation of the following:

- Storing Outdoors, Sec. 6-900 (b)(11)
- Roofs & Drainage, Sec. 6-1003 (g)
- Protective Treatment, Sec. 6-1003 (b)
- Weeds, Sec. 6-1001(d)
- Accessory Structures, Sec. 6-1001 (g)
- Boarded Up Buildings, Sec. 6-900 (b)(5)
- Accum. Of Trash and Litter, Sec. 6-900 (b)(1)a-d
- Landscape Requirements, App A Art. XIII Sec 22 (a-i)
- Exterior General Condition, Sec. 6-1003 (a)
- Parking in Yard, Sec. 6-900 (b)(9)
- Permit required (fences), App A Art. XIII Sec 5 (c)
- Maint of Struct/Grounds, Sec. 6-900 (b)(4) a-c
- Site Plan Required, Sec. 12-17

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 **5/22/2021.** The lien ran at **$250.00** per day from **5/22/2021** until compliance was achieved on **1/13/2022**. Code records show onsite inspections were conducted by Officer Carver, and I. The case was closed **on 1/13/2022** leaving a fine of $59,010.00.The current owner, **YSM 1001 PROPERTIES LLC**, is requesting that the lien be reduced to **City Costs of Service**.

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**
- Applicant resides at the property: **No, property is a rental/Housing**
- The number of violations related to the subject lien; **Thirteen**
- Number of Inspections performed: **16**

- The length of time the property was in violation **236 Days**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/16/2022 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 **$1,629,840** according the Brevard County Property Appraiser.

Staff submits their cost sheet and the in the total amount of **$3,072.88**

Staff's recommendation is that the fine/lien be reduced to **$3,072.88** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-20-1347 **Date: 09/22/22**

YSM1001 Properties LLC

Site Address: 1301 Jackson St.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	20	0.75	$35.06	$525.90
2	Code Manager	5	0.75	$48.54	$182.03
3					
				Total A1	$707.93

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	24	0.5	35.06	$841.44
2	Code Manager	4	0.5	48.54	$194.16
3					
				Total A2	$1,035.60

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$980.32

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	472	$0.35	$165.20
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	142	$0.55	$78.10
5	Standard Mail	9	$0.55	$4.95
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$349.03

C. Total Amount of Cost (A1+A2+A3+B): $3,072.88

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2424571
Owners	Ysm 1001 Properties LLC
Mailing Address	222 - 15 Jamaica Avenue Queens Village NY 11428
Site Address	1301 Jackson St Cocoa FL 32922
Parcel ID	24-36-32-29-7
Property Use	0351 - Garden Apartments - 1 Story - 10 To 49 Units
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	2.59
Subdivision	Pine Grove Park
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0009/0024
Land Description	Pine Grove Park N 300 Ft Of Blk 7 Ex Pb 18 Pg 19



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$1,235,000	$1,007,000	$850,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$885,770	$805,250	$732,050
Assessed Value School	$1,235,000	$1,007,000	$850,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$885,770	$805,250	$732,050
Taxable Value School	$1,235,000	$1,007,000	$850,000

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
07/27/2011	$450,000	WD	Improved	6427/0816
06/28/2011	--	CT	Improved	6411/0280
08/15/2005	$1,280,000	WD	Improved	5524/5797
09/18/2002	$519,000	WD	Improved	4693/1351
11/01/1995	$100,000	06	Improved	3525/2758
05/01/1969	$38,400	--	--	1079/0486

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0850 - Multiple Living Units - 5 To 9 Units

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	5
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	3,660	Paving - Asphalt	9,256
Total Base Area	3,660	Paving - Concrete	11,481
Total Sub Area	3,660		

PROPERTY DATA CARD #2

Building Use: 0850 - Multiple Living Units - 5 To 9 Units

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	5
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	3,660	No Data Found
Open Porch	320	
Total Base Area	3,660	
Total Sub Area	3,980	

PROPERTY DATA CARD #3

Building Use: 0850 - Multiple Living Units - 5 To 9 Units

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	6
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	4,380	No Data Found
Open Porch	384	
Total Base Area	4,380	
Total Sub Area	4,764	

PROPERTY DATA CARD #4

Building Use: 0850 - Multiple Living Units - 5 To 9 Units

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	5
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	4,380	No Data Found
Open Porch	384	
Total Base Area	4,380	
Total Sub Area	4,764	

PROPERTY DATA CARD #5

Building Use: 0840 - Quadruplex

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1

Roof Structure:	Hip/Gable	Residential Units	4
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	3,450	No Data Found
Open Porch	256	
Total Base Area	3,450	
Total Sub Area	3,706	

PROPERTY DATA CARD #6

Building Use: 0830 - Triplex

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	3
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	2,580	No Data Found
Open Porch	192	
Total Base Area	2,580	
Total Sub Area	2,772	

PROPERTY DATA CARD #7

Building Use: 0830 - Triplex

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	3
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	2,580	No Data Found
Open Porch	192	
Total Base Area	2,580	
Total Sub Area	2,772	

PROPERTY DATA CARD #8

Building Use: 0840 - Quadruplex

Materials		Details	
Exterior Wall:	Stucco	Year Built	1969
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	4
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	2,940	No Data Found
Open Porch	256	
Total Base Area	2,940	
Total Sub Area	3,196	

PROPERTY DATA CARD #9

Building Use: 0840 - Quadruplex

Materials	
Exterior Wall:	Stucco
Frame:	Masnryconc
Roof:	Asph/Asb Shngl
Roof Structure:	Hip/Gable

Details	
Year Built	1969
Story Height	8
Floors	1
Residential Units	4
Commercial Units	0

Sub-Areas	
Base Area (1st)	2,940
Open Porch	256
Total Base Area	2,940
Total Sub Area	3,196

Extra Features
No Data Found

PROPERTY DATA CARD #10

Building Use: 1700 - Office Building - Single Tenant - 1 Story

Materials	
Exterior Wall:	Stucco
Frame:	Masnryconc
Roof:	Asph/Asb Shngl
Roof Structure:	Hip/Gable

Details	
Year Built	1969
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,088
Enclosed Por	286
Open Porch	895
Screen Porch	210
Total Base Area	1,088
Total Sub Area	2,479

Extra Features
No Data Found

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/10/2020
CASE: 20-1347

To: **Ysm 1001 Properties Llc**
222 - 15 Jamaica Avenue
Queens Village NY 11428

Notice of Violation

Address of Violation: 1301 Jackson St Cocoa FL 32922
Parcel Control No.: 24-36-32-29-7
Legal Description: Pine Grove Park N 300 Ft Of Blk 7 Ex Pb 18 Pg 19

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)

I.Accessory Structures Ch 6 Sec. 6-1001 (g)

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)

XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)

Site Plan Required Ch.12 Sec. 12-17

XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)

XXXVI.Weeds, Ch 6 Sec. 6-1001(d)

IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)

XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)

XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)

XV.Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c

Corrective Action*:*

XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

XXVII-Please clean or paint the structure.

I-Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

XXIX-Please repair, replace, or clean all roof and drainage systems.

XXXVI-Please Mow, remove, and Maintain all areas of the property.

IV-Please remove the boards covering any and all egress.

XIV-Please contact the Planning and Zoning Dept. (321)433-8536. To meet the requirements of this section.

IX-Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary.

XXIII-Please obtain proper permits for accessory structures from the Building Dept.

Please contact The Planning & Zoning Department to meet the requirements for this section

XX-Please cease parking vehicles in the front yard area of the property.

XV-Please maintain all defective, deteriorated, or unrepaired conditions of the structure.

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Kadi Carver

Kadi Carver, Code Enforcement Officer
321-482-4608 ; kcarver@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1347

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

YSM 1001 PROPERTIES LLC
Owners of the Property located at:
1301 JACKSON ST
Cocoa, FL 32922
Parcel ID: 24-36-32-29-7

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on January 21, 2021 to determine whether any violations of the City of Cocoa Code of Ordinances exist or 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, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

☐ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*
☐ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*
☐ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)*
☐ *XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*
☐ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*
☐ *IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*
☐ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
☐ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*
☐ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*
☐ *XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)*
☐ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*

☐ *XV.Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c*

☐ *Site Plan Required Ch 12 Sec. 12-17*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☐ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*

☐ *XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*

☐ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)*

☐ *XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*

☐ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*

☐ *IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*

☐ *II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*

☐ *XIV.Landscape Requirements App A Art. XIII Sec 22 (a-i)*

☐ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*

☐ *XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)*

☐ *XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c)*

☐ *XV.Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c*

☐ *Site Plan Required Ch 12 Sec. 12-17*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until May 22, 2021 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of $_____ per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS _____ DAY OF _____, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

_____
Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at YSM 1001 PROPERTIES LLC, whose mailing address is 222 - 15 JAMAICA AVENUE QUEENS VILLAGE NY 11428 this ___ day of _____, 21_____via __hand delivery/__certified mail/__U.S. mail/__posting (mark all that apply).

_____
Secretary, Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1347
6/17/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

YSM 1001 PROPERTIES LLC
Owners of the Property located at:
1301 JACKSON ST
Cocoa FL 32922

Parcel ID: 24-36-32-29-7

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 6/17/2021 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 5/22/2021

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 $ 250.00 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 17th , day of June, 2021

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Chairman, Code Enforcement Board

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 17 day of June, 2021, by the Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Legislation Details (With Text)

File #:	22-647	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/25/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code Board reduced the amount to $0 due to several issues with the Code case including the violator's date of compliance. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LIEN REDUCTION APPLICATION.pdf Staff Report for Lien Reduction.docx Cost Affidavit Form -1050olive.pdf BCPA.pdf Violation detail .pdf Finding of Fact.pdf Order Imposing.pdf Time Line For 1050 Olive.pdf Fact Sheet.pdf Letter Wrong Address.pdf Minutes 10-15-2009.pdf Notice of Hearing 10-2-2009.pdf Property Owner Notice .pdf Minutes 5-19-2011.pdf Notice of NonCompliance 3-4-2010.pdf Notice of Non Compliance 4-27-2011.pdf Lien Reduction Minutes 10-20-2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2022
Agenda Date: December 13, 2022
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code Board reduced the amount to $0 due to several issues with the Code case including the violator's date of compliance.

BACKGROUND:

CASE # 20-1347

The Code Enforcement Board held a public hearing on **5/19/2011**, at which time the Board found the owner, **STEVEN D. WAGNER** in violation of the following:

- Weeds, Sec. 6-1001 (d)
- Protective Treatment, Sec. 6-1003 (b)
- Exterior Walls, Sec. 6-1003 (f)
- Accessory Structures, Sec. 6-1001 (g)
- Building Permits, Sec 6-2003
- Rental Business Tax, Sec 6-2003

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 **11/15/2009.** The lien ran at **$150.00** per day from **11/15/2009** until compliance was achieved on **12/7/2020**

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**
- Applicant resides at the property **No, the property is vacant**:
- The number of violations related to the subject lien; **Nine**
- Number of Inspections performed: **7**
- The length of time the property was in violation **11 years and 22 Days**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property and no water liens**.
- Property Inspection: **10/20/2022 and was in compliance before this 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 **$30,220.** According the Brevard County Property Appraiser.

Staff submits their cost sheet and the in the total amount of **$1,001.88**

Staff's recommendation is that the fine/lien be reduced to **$1,001.88** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

At the Code Board Hearing this was presented to the Board with staff's recommendation but discussion between the property owner and the Board led to an unclear understanding of the date of compliance. The property owner had letters from Chad Buell the Code Officer stating that compliance was achieved prior to December 7, 2020. Further discussion revealed a condemnation in 2014 which was complied after a full rehab. Since an exact date of compliance could not be determined with more certainty the Code Enforcement Board recommended that the fine be reduced to zero.

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 October 20, 2022, recommended that the lien be reduced to $0.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien reduction for the property located at 1050 Olive St., the Code Enforcement Board recommended that the lien be reduced to $0, staff recommended it be reduced to cost $1001.88. The Code Board reduced the amount to $0 due to several issues with the Code case including the violator's date of compliance.

Application # CE - _____ - _____

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:** 22 SEP 2022

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

   Company (if applicable): _____

   Name: Steven D. Wagner

   Mailing Address: 559 Piazza Pt

   City: Oviedo State: FL Zip Code: 32765

   Phone #: (407) 474-9015 Fax #: _____

   Mobile #: (407) 474-9015 E-mail: sdwvw67@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: 1050 Olive St, Cocoa FL 32922

Parcel ID:

2 4 - 3 6 - 2 9 - 7 8 - 0 0 0 0 0 □ 0 -

0 1 4 9 □ 0 0

Tax Account Number:

2 4 2 2 7 3 0

Existing Use(s) on Property: Vacant residence

Proposed Use(s) on Property: Vacant residence

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

Nature of Violation(s): _____

Date Fine or Lien Imposed: $150.00 per day Amount of Fine: $606,010

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

Date upon which the subject property was brought into compliance: Exact date unknown

5. **Please provide the following information:**

Code enforcement case number: CE-09-473

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? Unknown

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:
In short, I was not aware this lien was still in place or was still accruding for over ten years until I spoke with Code Enforcement Officer Augusto Gonzalez in late July 2022. I recall all the listed items on the original violation were resolve over a decade ago.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
I don't recall the specific details of my discussions with Code Enforcement Officer (Mr. Chad Buell) during the time period between March 2010 and April 2011 after all this time has passed. However, I was under the impression the final issue was resolved.

Amount you are requesting that the lien be reduced to: $0

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:
I've made several "recent" improvements to the property in late 2016 - early 2017. Improvements included facade repairs, painting the exterior, roof repairs, etc. in reference to Case # 16-585. During this time period, the fact that an different lien was still active was not brought to my attention by either Code Enforcement or the Building Dept.

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 other properties are owned by the applicant.

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 SEMINOLE. I, STEVEN D. WAGNER 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.

(APPLICANT SIGNATURE)

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

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

Notary Public State of Florida
Neil Tariq
My Commission
HH 174040
Exp. 9/9/2025

Neil Tariq
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ SEMINOLE (NT)

Sworn and subscribed to before me this 23RD day of SEPTEMBER, 20 22

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-09-0473 **Date: 10/05/2022**

Steven D. Wagner

Site Address: 1050 Olive

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	0	0.5	$38.64	$0.00
3					
				Total A1	$100.64

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	8	0.5	25.16	$201.28
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$278.56

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	4	$26.16	$104.64
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$59.81	$0.00
4					
5					
				Total A3	$404.64

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	325	$0.35	$113.75
2	Large Envelope	40	$0.64	$25.60
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	28	$0.45	$12.60
5	Standard Mail	7	$0.55	$3.85
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$218.04

C. Total Amount of Cost (A1+A2+A3+B): $1,001.88

Jim Ford, C.F.A.
Property Appraiser
Brevard County, Fl

Property Research

[Home] [Budget] [Meet Jim Ford] [Appraiser's Job] [General Info] [Amendment 1] [Save Our Homes] [Exemptions] [Tangible Property] [Locations] [Forms] [Appeals] [Property Research] [Map Search] [Maps & Data] [Unusable Property] [Tax Authorities] [Tax Facts] [FAQ] [Links] [In The News] [Tax Estimator] [Contact Us]

General Parcel Information for 24-36-29-78-00000.0-0149.00

Parcel Id:	24-36-29-78-00000.0-0149.00	Map/Ortho	Aerial	**Millage Code:**	23D0	**Exemption:**	**Use Code:**	164
*** Site Address:**	1050 OLIVE ST , COCOA 32922						**Tax Acct:**	2422730

* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property.

Tax information is available at the Brevard County Tax Collector's web site
(Select the back button to return to the Property Appraiser's web site)

Owner Information

Owner Name:	WAGNER, STEVEN D
Second Name:	
Mailing Address:	377 SUGAR SAND LANE
City, State, Zipcode:	OVIEDO, FL 32765

Abbreviated Description

Plat Book/Page: 0010/0045	Sub Name: BROADMOOR ACRES SUBD	LOT 149

View Plat (requires Adobe Acrobat Reader-file size may be large)

Value Summary for 2008

*** Market Value Total:**	$50,000
Agricultural Assessment:	$0
Assessed Value:	$50,000
**** Homestead Exemption:**	$0
**** Additional Exemption:**	$0
**** Other Exemptions:**	$0
*****Taxable Value:**	$50,000

Land Information

Acres:	0.15
Site Code:	0

* This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.
** Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred.
*** The additional exemption does not apply when calculating taxable value for school districts pursuant to amendment 1. Therefore the taxable value used to compute school district tax is $25,000 higher.

Sales Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	*** Sales Screening Code	*** Sales Screening Source	Physical Change Code	Vacant/Improved
5459/0906	4/2005	$71,000	WD				I

5424/4400	2/2005	$61,300	WD				I
3733/0820	11/1997	$37,000	WD				I
3351/1961	12/1993	$33,000	WD				I
2461/0094	10/1983	$17,800	WD				V
1102/0356	11/1969	$3,300					

*** Sales Screening Codes and Sources are from analysis by the Property Appraiser's staff. They have no bearing on the prior or potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Mater.	Floors Code	Ceiling Code
1	164	1951	8	03	03	01	02	04	02	01

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Gara
1	825	0	52	220	0	55	0	0	0	0	0	

Extra Feature Information

Extra Feature Description	Units
SHED	96

Data Last Updated: Wednesday, June 10, 2009- Printed On: Wednesday, June 10, 2009.

New Search Help

[Home] [Budget] [Meet Jim Ford] [Appraiser's Job] [General Info] [Amendment 1] [Save Our Homes] [Exemptions] [Tangible Property] [Locations] [Forms] [Appeals] [Property Research] [Map Search] [Maps & Data] [Unusable Property] [Tax Authorities] [Tax Facts] [FAQ] [Links] [In The News] [Tax Estimator] [Contact Us]

Copyright © 1997 Brevard County Property Appraiser. All rights reserved.

ASE NUMBER 09-00000473
ROPERTY ADDRESS 1050 OLIVE ST

VIOLATION: STORING JUNK
ESCRIPTION: Ch. 6 Sec 6-900(b)(11)
LOCATION: ENTIRE PROPERTY
QUANTITY: 1
DATE: 6/10/09

NARRATIVE :
While on my initial inspection of subject property I observed that there was junk scattered throughout the entire property. The junk consists of discarded building materials such as old dry wall under the carport, empty beverage containers, plastic bags, tree limbs, and other noxious material. Please remove all junk from premises as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
DIVISION 3. NUISANCES
Sec. 6-900.
(b) General conditions of property which constitute nuisance. It shall constitute a nuisance for any person, to whom this article is applicable, to permit one (1) or more of the following conditions to exist on real property within the city:
(11) Storing junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned motor vehicle or abandoned parts, or other waste materials.

VIOLATION: WEEDS
ESCRIPTION: Ch. 6 Sec 6-1001(d)
LOCATION: ENTIRE PROPERTY
QUANTITY: 1
DATE: 6/10/09

NARRATIVE :
While on my initial inspection of subject property I observed that there was high grass and weeds throughout the entire property. Please mow/cut the high grass and weeds as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
Sec. 6-1001. Exterior property areas.
(d) Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice violation, they shall be subject to prosecution in accordance with section 6-803(c). Upon failure to comply with the notice of violation, any duly authorized employee of the city or contractor hired by the city shall be

'ASE NUMBER 09-00000473
'ROPERTY ADDRESS 1050 OLIVE ST

ORDINANCE DESCRIPTION :
authorized to enter upon the property in violation and cut and destroy the weeds growing thereof, and the costs of such removal shall be paid by the owner or agent responsible for the property.

VIOLATION: MAINT OF STRUCT / GROUNDS QUANTITY: 1
)ESCRIPTION: Ch. 6 Sec. 6-900 (b)(4) a-c DATE: 6/10/09
LOCATION: FRONT WINDOW

NARRATIVE :
While on my initial inspection of subject property I observed that there was a window that is broken and it has electrical tape keeping it together. Please repair the window as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
DIVISION 3. NUISANCES
Sec. 6-900.
(b) General conditions of property which constitute nuisance. It shall constitute a nuisance for any person, to whom this article is applicable, to permit one (1) or more of the following conditions to exist on real property within the city:
(4) Maintenance of any structure or grounds, visible from any property, in a defective, deteriorated, or unrepaired condition which is either:
a. Unsightly and interferes with the reasonable enjoyment of property by neighbors;
b. Detrimentally affects property values in the surrounding neighborhood; or
c. Which is otherwise dangerous to the health, comfort, safety, convenience or general welfare.

VIOLATION: PROTECTIVE TREATMENT QUANTITY: 1
)ESCRIPTION: Ch. 6 Sec. 6-1003(b) DATE: 6/10/09
LOCATION: ENTIRE STRUCTUR

NARRATIVE :
While on my initial inspection of subject property I observed that on the structure there are many areas of chipping, fading , and cracked paint. Please paint the entire structure as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
Sec. 6-1003. Exterior structure.
(b) Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces,

'ASE NUMBER 09-00000473
'ROPERTY ADDRESS 1050 OLIVE ST

ORDINANCE DESCRIPTION :
other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of window, doors and skylights shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

VIOLATION: EXTERIOR WALLS
'ESCRIPTION: Ch. 6 Sec. 6-1003(f)
LOCATION: BACK WALL
QUANTITY: 1
DATE: 6/10/09

NARRATIVE :
While on my initial inspection of subject property I observed that there were a number of holes scattered throughout the back exterior wall. Please repair those holes as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
Sec. 6-1003. Exterior structure
f) Exterior walls. All exterior walls shall be free from holes, breaks and loose or rotting materials and maintained weatherproof and properly surface coated where required to prevent deterioration.

VIOLATION: ACCESSORY STRUCTURES
'ESCRIPTION: Ch. 6 Sec. 6-1001(g)
LOCATION: SHED
QUANTITY: 1
DATE: 6/10/09

NARRATIVE :
While on my initial inspection of subject property I observed that there was a shed in the back that has chipping, fading, cracked paint upon it. Please paint the shed as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
Sec. 6-1001. Exterior property areas.
(g) Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

VIOLATION: BUILDING PERMITS
'ESCRIPTION: Ch.6 Art. I Sec. 6-105(a)
LOCATION: PLUMBING
QUANTITY: 1
DATE: 6/10/09

NARRATIVE :

CASE NUMBER 09-00000473
PROPERTY ADDRESS 1050 OLIVE ST

NARRATIVE :
While on my initial inspection and investigating the system I observed that the permit expired for the plumbing work completed at subject property. Please obtain the proper permit to generate inspections for the plumbing as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
CH.6 ARTICLE I. BUILDING AND CONSTRUCTION
DIVISION 1. BUILDING CODE
Sec. 6-105. Permits.
(a) Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this division, or to cause any such work to be done, shall first make application to the building official and obtain the required permit

---

VIOLATION: PREMISES IDENTIFICATION QUANTITY: 1
DESCRIPTION: Ch. 6 Sec. 6-1003(c) DATE: 6/10/09
LOCATION: FRONT

NARRATIVE :
While on my initial inspection of subject property I observed that there were no numbers on the front of the building that is visible from the street. Please apply numbers to the front of the building so that they are visible from the street as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :
Sec. 6-1003. Exterior structure
(c) Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be minimum of three (3) inches high with a minimum stroke width of one-half (0.5) inch.

VIOLATION: RENTAL- BUS LIC. REQUIRED QUANTITY: 1
DESCRIPTION: Ch. 6 Sec. 6-2003 DATE: 6/10/09
LOCATION: ALL PROPERTIES

NARRATIVE :
While on my initial inspection and investigating the system I observed that there is no record of the procurement of a

ASE NUMBER 09-00000473
ROPERTY ADDRESS 1050 OLIVE ST

NARRATIVE :

rental business tax receipt for all properties within the city limits of Cocoa. Please obtain the rental business tax receipt for the rental units you have within the city limits as per requirements of the city code within time given in this notice.

ORDINANCE DESCRIPTION :

ARTICLE VI. RESIDENTIAL RENTAL STANDARDS
Sec. 6-2003. Local business license required; industry classification; fees.
It shall be unlawful for any property owner to operate or rent a residential rental dwelling unit without first paying a local business tax and obtaining a local business tax receipt as provided in chapter 12 of the city's Code. The (NAIC) industry classification shall be 531110 (lessors or residential buildings and dwellings), or the (SIC) industry classification shall be 6513, 6514 or 6531.

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000473
CERTIFIED MAIL: 70091680000058271039

October 15, 2009

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	STEVEN D WAGNER 377 SUGAR SAND LANE OVIEDO, FL 32765

VS.

Findings of Fact and Conclusions of Law and Order

THIS CAUSE came on for public hearing before the Code Enforcement Board on October 15, 2009, after due notice to Respondent(s). And the Board, having heard testimony under oath, received evidence, considered stipulations and heard argument, thereupon issues it's Findings of Fact, and it's Conclusions of Law and Order, as follows: To correct the violations of Sec. 6-1001 (d) Weeds; Sec. 6-1003 (b) Protective treatment; Sec. 6-1003 (f) Exterior walls; Sec. 6-1001 (g) Accessory structures; Sec. 6-105 (a) Building permits and Sec. 6-2003 Rental business tax receipt within 30 days.

1. FINDINGS OF FACT

The Respondent(s), STEVEN D WAGNER whose mailing address is 377 SUGAR SAND LANE OVIEDO, FL 32765, is the owner or person in charge of the property described as 1050 OLIVE ST Cocoa, Fl., Parcel ID: 24-36-29-78-00000.0-0149.00 . The date this condition first observed was, June 11, 2009, and that re-inspection was made on October 15, 2009, and confirmed the condition as being the same. The aforesaid condition constituted a violation of the Code of Cocoa, Florida , and was to be corrected by June 21, 2009 . That correction has not been made.

2. CONCLUSIONS OF LAW

The Respondent(s), STEVEN D WAGNER, by reason of the foregoing is in violation of the Code of Cocoa, Florida, Sec. (see attached) in that the Respondent(s) has/have failed to remedy the violation(s), and is/are subject to the provisions of the Code of Cocoa, Florida.

3. ORDER

Respondent(s) is/are to correct the aforesaid violation(s) on or before (November 15, 2009). In the event that the aforesaid violation(s) is/are not corrected by said date, then in that event, The City of Cocoa shall impose a fine of ($150.00) per day, for each day that the violation(s) exist.

In addition, if the violation is corrected and thereafter the violation has been repeated, there shall be imposed against the Respondent(s) STEVEN D WAGNER, a fine of ($300.00) per day, for each day that the violation(s) has/have been repeated. A hearing shall be necessary for the issuance of this ORDER.

DONE AND ORDERED THIS (October 16, 2009)

by

CODE ENFORCEMENT BOARD
OF THE CITY OF COCOA, FLORIDA

Chairman , Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000473
CERTIFIED MAIL:

CFN 2011096844, OR BK 6392 PAGE 2229,
Recorded 05/31/2011 at 06:55 PM, Mitch Needelman, Cler of Courts, Brevard County
Pgs:1

May 20, 2011

EN

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Steven D Wagner
377 Sugar Sand Lane
Oviedo, FL 32765

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on October 15, 2009, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated October 15, 2009
Accordingly, it having been brought to the Board's attention on May 19, 2011 , That Respondent(s) have not complied with the Order dated October 15, 2009, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of ONE HUNDRED FIFTY DOALLARS ($150.00) per day for each and every day the violation(s) exists and continues to exist 1050 Olive St, described as: Parcel ID 24-36-29-78-00000.0-0149.00. The violation is as follows: Sec. 6-1003 (b) Protective treatment.

After November 15, 2009, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 19th day of May, 2011, at City of Cocoa, Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 5/23/11 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

Time Line For 1050 Olive

Below is a time line of the Code Case 09-473.There are multiple issues with this case and the fine ran until it was closed in December 2021. However, the history shows that the case should have been closed years before that time.

- Case went to the board on 10/15/2009
- Minutes from the Hearing (K included)
- Finding of Facts – Found $150 per violation for a total of $300 (minutes included)
- Letter from 11/3/2009- Chad Buell wrote a letter to the respondent stating that he sent the previous letters to the wrong address. He extended the boards order to give more time before Non-Compliance
- Second Letter – Stating that the Non-Compliance Hearing scheduled for 3/18/2010 is tabled until further notice as compliance and progress was being mad. There is a note from 4/29/2010 that preparing to paint
- Non- Compliance Hearing – This case was finally brought back to the board on 5/19/2011 and found in Non-Compliance back to 11/15/2009
- Current Staff found no photos after 3/5/2010 and no follow-up information after the date of the Non-Compliance Hearing. This allowed the fine to run for years despite other actions by code until 2016

The issues with proper notice, improper fines set above $250, and Postponing the Non-Compliance hearing for 19 months. Lead the Code Board to recommend a fine of $0

Lien Reduction Fact Sheet

6/10/09 Case # 09-473

12/07/20 Total Amount of fine $ 606,010.00

9/22/22 Amount Requested $ 0

10/15/09 Date it went to the Board 1st Hearing _____

5/9/11 Date it went to Non-Compliance _____

11/5/09 Date the fine started 12/7/20

10/5/22 Cost Sheet Done

_____ Inspection Complete

_____ Date set for the Board 10/20/22

12/13/22 Date for Council

Dennis

Darla

1050 Olive ST

Serving the Community

City of
Cocoa, Florida

COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
65 Stone Street, Cocoa, Florida 32922
PHONE: (321) 433-8575 FAX: (321) 433-8543

Date: November 3, 2009

To: Steve D. Wagner
377 Sugar Sand Lane
Oviedo, FL. 32765

From: Chad Buell
Code Enforcement Officer
City of Cocoa

Reference: 1050 Olive Street, Cocoa, FL. 32922
Parcel Id. **24-36-29-78-00000.0-0149.00**

Dear Mr. Wagner,

This letter is to inform you that attached are the Notifications that I have sent to the wrong address. There is a Notice of Noncompliance requesting a hearing and Notice of Hearing for the October 15, 2009 Code Board hearing. Also there is a Finding of Facts which states how much time you have to correct the violations; because of this discrepancy I am extending the time given to you, to give you a reasonable amount of time to correct the listed violations. I am very sorry for the inconvenience this may have caused you. If you have any other questions or concerns feel free to call me at (321) 433-8575.

Sincerely,

Chad Buell

Chad Buell
Code Enforcement Officer
City of Cocoa
321-433-8575

MINUTES
CITY OF COCOA
REGULAR MEETING OF THE CODE ENFORCEMENT BOARD
OCTOBER 15, 2009

I. OPENING MATTERS

A regular meeting of the Code Enforcement Board was held on Thursday, October 15, 2009 in the Council Chambers located at 65 Stone St., Cocoa, as publicly noticed.

Chairman Gifford called the meeting to order at 6:00 p.m.

The Recording Secretary took the roll:

PRESENT:	Jim Gifford	Chairman
	George Brown	Vice-Chairman
	Michael Cicerrella	Board Member
	Thomas Ford	Board Member
	Fred Scott	Board Member
	Virginia Weaver	Board Member
	Zack Lewis	Alternate Board Member
	Debra Babb-Nutcher	Board Attorney
	Mary Lou Stearns	Recording Secretary
ABSENT:	Mary Lorkovic	Board Member

DEPARTMENT DIRECTORS AND STAFF PRESENT: Chad Buell, Code Enforcement; Mike Turner, Code Enforcement Supervisor; Steve Angeline, Code Officer; Cocoa Police Department Representative; Councilman Jake Williams.

II. APPROVAL OF AGENDA AND MINUTES

Agenda: Regular meeting of September 17, 2009

Mr. Gifford noted the following changes in the agenda: Under Cases, items B and I have been tabled, and Item F has complied. Under non-compliance cases, Item A has been tabled.

* **MOTION by Mr. Cicerrella; SECOND by Mr. Ford, to approve the amended agenda.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

Minutes: September 17, 2009

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Weaver, to approve the minutes with the following change: Under approval of agenda, the paragraph should read, Mr. Gifford instead of Mr. Brown.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

Officer Buell, Officer Turner, and Officer Angeline were sworn in.

III. CASES

A. CE-09-625 – Antonio Collins– 360 Lucas Lane

Officer Angeline advised that the violations are Sec. 6-1001(g), Sec. 6-1001(h), Sec. 6-900 (B) (4) a-c and Sec. 6-900 (b) (1) a-d. Proper notification was given and an affidavit of service was completed. The notice of violation was sent out on August 17, 2009. Officer Angeline explained that there is an accessory structure that is not permitted. There is also junk in the yard, and a fence that is in disrepair. A vehicle in the yard is inoperable and does not have a tag.

Staff recommends that the owner be found in violation, and be given 30 days to correct the violations or a fine of $100 per day until all violations are corrected and $300 for a reoccurrence be imposed. It should be noted that the violator is present at the hearing; therefore staff recommends that the violator be deemed to have received notification of this order immediately.

Mr. Antonio Collins, 360 Lucas Lane, Cocoa, was sworn in.

Mr. Collins advised that he was told by someone in the City that he could have the box that he keeps his tools in without a permit. He stated that he will be able to correct all the violations within the 30 day time period.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Ford, that in case C09-625, the board finds the owner in violation and will follow staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

C. CE-09-644 – Charles McGuire – 625 S. Georgia Ave.

The violations are Sec. 6-1003 (b) and Sec. 6-900 b) (4) a-c. Officer Angeline noted that proper notification was given. The green card was signed. He has had no contact with the owner. He showed pictures of the violations.

Staff recommends that the owner be found in violation and be given 30 days after notification to correct the violations or a fine of $150 per day until compliance is achieved,
and $300 for a reoccurrence is imposed.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that in case CE-09-644, the owner be found in violation and the board will follow staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOULSY (7-0)

D. CE-08-572 – Andrew Catalfamo – 33 Highland

The violation is Sec. 6-900 (b) (4) a-c, maintenance to a structure. Officer Buell noted that all proper notification was given. He advised that the owner requested more time on November 19, 2008. The owner has been making substantial improvement on the fascia and sofit areas.

Staff recommends that the owner be found in violation and be given 30 days to correct the violation or a fine of $100 will be imposed per day and $200 will be imposed for a reoccurrence. It should be noted that the owner is present and has heard the Order, therefore staff recommends that the violator be deemed to have received notification of this order immediately.

Mr. Andrew Catalfamo, 33 Highland St., was sworn in. He explained to the board that he wants to bring the property up to code. He has been working on correcting the violations. He just needs a little more time to finish.

* **MOTION by Mr. Brown; SECONDED by Mr. Cicerrella, that in case CE-08-572, the owner is found to be in violation and the board will follow staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

E. CE-09-344 – Edward Crupar – 29 Highland St.

The violations are Sec. 6-1001 (g), and Sec. 6-1003 (b). Officer Buell explained that the notices were all sent out. He spoke with Mr. Crupar on March 19, 2009 and he mentioned he needed more time. He has not heard from the property owner since March and the work has come to a halt.

Staff recommends that the owner be found in violation and that the owner be given 60 days to correct all violations or a fine of $100 per day will be imposed and a fine of $200 per day be imposed for a reoccurrence.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that in case CE-09-344, the board finds the owner to be in violation and will follow Staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

G. CE-09-347 – 15 Street – Robert Glover

The violation is Sec. 6-900 (b) (4) a-c, and Sec. 6-1003 (b). Officer Buell advised that all proper notice was given. He spoke to the wife of the owner and she stated that the violations will be corrected.

Staff recommends that the owner be found in violation and be given 30 days to correct the violations. If the violation is not corrected a fine of $150 per day until all violations are corrected and $300 a day for a reoccurrence will be imposed.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Ford, that in case CE-09-347, the owner be found in violation and the board accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

H. CE-09-372 – Guillermo Lopez – 1314 S. Stetson

The violations are Sec. 6-900 (b) (15) and Sec. 6-2003. The owner was properly noticed. Officer Buell spoke to a woman from California who stated that her uncle lives there and he is supposed to pay rent but doesn't. Officer Buell constantly receives complaints about the trailer being parked in front of the home. The trailer was not at the residence when Officer Buell went to take pictures this morning.

Officer Turner noted that he and Officer Buell have both seen the utility trailer in front of the house.

Officer Buell told the board that he received a letter from the owner giving the tenant permission to speak for him.

Staff recommends that the owner be found in violation and be given 14 days to correct the violations. If the trailer returns the fines will begin on the day it returns. If the violations are not corrected within the time provided, a fine of $100 will be imposed per day and a maximum of $200 per day for a reoccurrence.

Mr. Perez, 1314 Stetson, Cocoa, was sworn in. Mr. Perez, who is the tenant, explained that he is parking the utility trailer on the side of the house.

* **MOTION by Mr. Brown; SECONDED by Mr. Lewis, that in case CE-09-372, the owner be found in violation of Sec. 6-2003 and the Rental Business License must be obtained in 30 days. If it is not obtained in that time a fine of $100 per day be imposed.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

J. CE-09-444 – Wayne Wright – 811 Peachtree St.

Officer Buell noted that the violations are (2) Sec. 6-1001 (h), Sec. 6-900 (b) (11), (2) Sec. 6-1001 (g), Sec. 6-1001 (d), Sec. 6-1003 (b), Sec. 6-900 (b) (5), Sec. 6-1003 (m) (1), Sec. 6-900(b) (12), Sec. 6-900 (b) (4) (a-c), and Sec. 6-1003 (c). Proper notification was given and the green card was signed and returned. Both Officer Buell and the Planning and Zoning staff spoke with Mr. Wright and explained what he had to do. The violations still exist.

Staff recommends that the owner be found in violation and be given 30 days after notification to correct the violations or a fine of $250 be imposed until all violations are corrected and a fine of $500 for a reoccurrence be imposed.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that in case CE-09-444, the owner be found in violation and the board take staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

K. CE-09-473 – Steven Wagner – 1050 Olive St.

Officer Buell advised the board that the violations are Sec. 6-1001 (d), Sec. 6-1003 (b), Sec. 6-1003 (f), Sec. 6-1001 (g), Sec. 6-105 (a), and Sec. 6-2003. Proper notice was given and Officer Buell spoke with the owner on June 15, 2009, and he stated he was going to correct the violations. As of today, the violations still exist.

Staff recommends that the owner be found in violation and be given 30 days after notification to correct the violations or a fine of $150 per violation until all violations are corrected be imposed and $300 for a reoccurrence.

* **MOTION by Mr. Lewis; SECONDED by Mr. Cicerrella, that in case CE-09-473, the board after reviewing the facts, find the owner in violation and accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

IV. NON-COMPLIANCE CASES:

B **CE-09-116 – James Szeredy – 507 N. Georgia Ave.**

Officer Buell noted that this case was heard on May 21, 2009. The violations are Sec. 6-2003, Sec. 6-1003 (b), and Sec. 6-900 (b) (4) (a-d). The board gave the owner 30 days to correct the violations. As of today, the violations still exist.

Staff recommends that the owner be found to be in non-compliance.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that in case CE-09-116, the owner be found in non-compliance.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOULSY (7-0)

C. **CE-09-333 – Alicia Jones – 589 Knight St.**

The violations are Sec. 6-1001 (g), Sec. 6-1006 (a), and Sec. 6-1003 (b). The board heard this case on June 18, 2009 and ordered the owner to correct the violations within 30 days. As of today the violations still exist.

Staff recommends the owner be found in non-compliance.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that in case CE-09-333, the owner be found in non-compliance.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOULSY (7--0)

VI. REQUEST TO ASSESS COSTS

A. Housing Authority $34,741.39

B. 715 S. Wilson $2,210.39

C. 803 Johnson Street $1,965.39

Officer Turner explained that this item is to assess the costs on three demolitions. The timeframe is up so staff is asking that the board assess the costs so that liens can be filed against the property for the cost of the demolition.

* **MOTION by Mr. Cicerrella; SECONDED by Mr. Lewis, that the board moves to assess the costs for the above properties.**

AYES: Gifford, Brown, Cicerrella, Ford, Lewis, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

VII. ADJOURNMENT

THE MEETING ADJOURNED AT 7:15 P.M.

Jim Gifford, Chairman

Respectfully submitted,

Mary Lou Stearns
Recording Secretary

LIEN REDUCTIONS

1. CE-09-0473 – 1050 Olive St.

The Code Enforcement Board held a public hearing on **5/19/2011**, at which time the Board found the owner, **STEVEN D. WAGNER** in violation of the following: **Weeds, Sec. 6-1001 (d), Protective Treatment, Sec. 6-1003 (b), Exterior Walls, Sec. 6-1003 (f), Accessory Structures, Sec. 6-1001 (g), Building Permits, Sec 6-2003 and Rental Business Tax, Sec 6-2003.**

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 **11/15/2009.** The lien ran at **$150.00** per day from **11/15/2009** until compliance was achieved on **12/7/2020**. The total fine was in the amount of **$606,010.00.** The length of time the property was in violation **11 years and 22 Days.**

Staff's recommendation is that the fine/lien be reduced to **$1,001.88** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost. Mr. Wagner is requesting that the lien be reduced to **$0**.

The property owner was sworn in: Steven Wagner, 559 Piazza Point, Oviedo, FL

Mr. Wagner stated that he didn't even know about the violations until he talked to Code Enforcement in July 2022 as he was signing a contract to finally sell the house after owning it for 17 years. Mr. Wagner stated that he had pulled several permits for the property and was not aware of a running lien. Mr. Wagner said he had documentation showing that he spoke with Code Enforcement Officer Chad Buell and thought the violations had be resolved. Manager Bunt went over how the Code Department works with cases that have running liens since he has been Manager. Code Enforcement Officer goes by the property every 30 days to check to see if in compliance so that the lien can be stopped. Code Enforcement was run differently before as once the case went for noncompliance no inspections were ever done after. Manager Bunt explained that the cost sheet which only shows the time and cost it took to prosecute the case. Attorney Babb-Nutcher asked what day was he given to come into compliance before the fines started. Attorney Babb-Nutcher stated that she thought there was a bit of an evidentiary problem. More discussion amongst the Board members and staff. Mr. Brown made a recommendation to lower the reduction to one thousand ($1000.00) which Ms. Scott disagreed with and made a motion to have no fine ($0).

Motion by Ms. Scott, seconded by Ms. Hughes, to amend staff's recommendation to City Council and the lien reduction be in the amount of zero dollars ($0). Vote on the motion (3-1) Mr. Brown opposed.

B

City of Cocoa
Code Enforcement
Staff Report

Hearing Date	May 19, 2011
Case No.	**CE 09-473 (Noncompliance)**
Code Enforcement Officer	Chad Buell
Property Owner Address	Steven D. Wagner 377 Sugar Sand Lane Oviedo, FL. 32765
Location of Violation	1050 Olive Street, Cocoa, FL. 32922 (Council District 2).
Violations	Sec. 6-1003 (b) Protective treatment.

Property Owner Notice and Contact Information

Date	Notice and Issuing Officer	Method/Type of Notification
October 15, 2009	Finding of Facts (green card returned not signed) (**Chad Buell**)	Certified U.S. Mail Return Receipt
October 29, 2009	Finding of Facts (Affidavit of service available for submission of evidence) (Chad Buell	Standard U. S. Mail Property Posted
March 4, 2010	Notice of Noncompliance with the order of the Code Enforcement Board for March 18, 2010 Code Enforcement Board(green card signed and returned) (**Chad Buell**)	Certified U.S. Mail Return Receipt
March 5, 2010	Notice of Noncompliance with the order of the Code Enforcement Board for March 18, 2010 Code Enforcement Board (Affidavit of service available for submission for evidence) (**Chad Buell**)	Standard U.S. Mail Property Posted
March 18, 2010	Letter tabling the case from the March 18, 2010 Code Board due to substantial progress being done. (**Chad Buell**)	Standard U. S. Mail

Date	Violation	Enforcement Action	Resolution of Action
None	None	None	None

Staff Recommendation

In the City of Cocoa vs. Sandra K. Nevins also known as Code Enforcement Board Case Number CE 10-597, Staff recommends that the property owner mentioned above, is found to be in violation of Section(s) (2) Sec. 6-900 (b) (4) (a-c) of the City Code, and that the Violator be found in Noncompliance.

If violator is present:

It should be noted the violator is present at this hearing and has heard the order of this Board, therefore Staff recommends that the violator be deemed to have received notification of this order immediately.

MINUTES
CITY OF COCOA
REGULAR MEETING OF THE CODE ENFORCEMENT BOARD
MAY 19, 2011

I. OPENING MATTERS

A regular meeting of the Code Enforcement Board was held on Thursday, May 19, 2011 in the City Hall Council Chambers, 65 Stone St., as publicly noticed.

Chairman Gifford called the meeting to order at 6:00 p.m.

The Recording Secretary took the roll:

PRESENT:	Jim Gifford	Chairman
	George Brown	Vice-Chairman
	Michael Cicerrella	Board Member
	Thomas Ford	Board Member
	Mary Lorkovic	Board Member
	Fred Scott	Board Member
	Virginia Weaver	Board Member
	Debra Babb-Nutcher	Board Attorney
	Mary Lou Stearns	Recording Secretary

DEPARTMENT DIRECTORS AND STAFF PRESENT: John Titkanich, Community Development Director; Mike Turner, Code Supervisor; Steve Belden, Planning Manager; Chad Buell, Code Officer; Steve Angeline, Code Officer; Debra Davis, Police Department Representative; Councilman Don Boisvert; Councilman Jake Williams, Board Liaison.

John Titkanich, Officer Turner, Officer Buell, Officer Angeline, and Steve Belden were sworn in.

II. APPROVAL OF AGENDA AND MINUTES

Agenda: Regular meeting of May 19, 2011

Mr. Gifford noted the following changes in the agenda: Under cases; items A & C have complied. Item F has been tabled. Under Non-Compliance, item F has complied. He also advised that Councilman Williams asked to address the board under other business.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Weaver, to approve the amended agenda.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

Minutes: Regular meeting of April 21, 2011

* **MOTION by Ms. Lorkovic; SECOND by Ms. Weaver, to approve the minutes with the following changes:**

First page, Zack Lewis is alternate.

Page 2, add "ed" to the word "request".

Page 3, paragraph 2, strike the "s" from the word violation.

Page 4, paragraph 4, strike the "s" from right-of-way.

Pages 6, under item P, add the word "with" after the word "contract".

Page 8, paragraph 2, change "Mr." to "Ms." Lorkovic.

Page 9, time of adjournment is missing.

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

Officer Buell asked that the CD be entered into evidence.

III. CASES:

B. CE-10-881 – Kenneth Davenport – 1102 Broadmoor Dr. (Officer Buell)

The violation is Sec. 6-1003 (m) (1), window glazing, Sec. 6-900 (b) (6) abandoned structures, Sec. 6-900 (b) (4) (a-c), maintenance of structure/grounds, Sec. 6-1304 (a-c), electrical equipment, and Sec. 6-1004 (c), maintenance of interior surfaces. All proper notification has been given. The property was posted and an affidavit of service is available as evidence. Officer Buell has had no contact with the owner.

Staff recommends that in case CE-10-881, the owner be found in violation and be given 14 days to correct the violations or a fine of $250 per day until all violations are corrected and $500 for a reoccurrence be imposed.

* **MOTION by Mr. Cicerrella SECONDED by Ms. Weaver, that in case CE-10-881, the board finds the owner in violation and will accept staff recommendation.**

AYES: Gifford, Brown, Ford, Lewis, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

D. CE-11-182 – Carol Ann Stevens – 2222 Dartmouth Dr. (Officer Buell)

The violation is Sec. 6-1003 (b), protective treatment. All proper notification has been given. Officer Buell has had no contact with the owner.

Staff recommends that the owner be found in violation and be given 30 days to correct the violation or a fine of $50 per day until the violation is corrected and $100 for a reoccurrence is imposed. It should be noted that the owner is present at this hearing and has heard the order of the board; therefore staff recommends that the violator be deemed to have received notice immediately.

Ms. Carol Ann Stevens, 2222 Dartmouth Dr., was sworn in. She explained to the board that she has been working on scraping off the old paint but it will take her at least 60 days to get the violation corrected.

* **MOTON by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-182, the board finds the owner in violation and will accept staff recommendation with the amendment that the owner be given 60 days to correct the violation.**

AYES: Gifford, Brown, Cicerrella, Lewis, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLEY (7-0)

E. CE-11-208 – Country Home Loans – 1040 Willow Ln. (Officer Buell)

The violations are Sec. 6-1001 (g), accessory structure (shed) and Sec. 6-1003 (b) protective treatment. All proper notification has been given and an affidavit of service is available as evidence. Officer Buell has had no contact with the owner.

Staff recommends that the owner be found in violation and be given 30 days to correct the violations or a fine of $100 per day until all violations are corrected and $200 for a reoccurrence be imposed.

* **MOTION by Mr. Brown; SECONDED by Mr. Cicerrella; that in case CE-11-208, the board finds the owner in violation and will accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

G. CE-11-322 – Paul Grant, Sr. – 1047 Park Dr. (Officer Buell)

The violation is Sec. 6-902 (b) (1) (2), discarded junk or autos. All proper notification has been given and there has been no contact with the owner. The junk has been cleaned up, but the vehicle still doesn't have a current tag.

Staff recommends that the owner be given 7 days to correct the violation or a fine of $50 per day until the violation is corrected and $100 for a reoccurrence be imposed. If the violation is not corrected in 7 days the City will abate at the owner's expense. It should be noted that the violator is present at the meeting and has heard the order of the board; therefore staff recommends that the owner be deemed to have received notification of the order immediately.

Mr. Paul Grant, 1047 Park Dr., was sworn in. Mr. Grant explained that the vehicle was purchased for his daughter who is in the military. She will be home on June 19th and will get a tag and insurance for the vehicle.

Officer Turner told Mr. Grant that if he will put the vehicle in the garage he will be in compliance. Mr. Grant responded that he will put the vehicle in the garage.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-322, the board finds the owner in violation and will accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

H. CE-11-266 – Edward W. Harvey, Sr. – 3696 N. Sherwood Cir. (Officer Angeline)

The violations are Sec. 6-1001 (g), accessory structures and Sec. 6-900 (b) (11) storing of junk. All proper notification was given. An affidavit of service is available as evidence.

Staff recommends that the owner be found in violation and be given 30 days to correct the violations or a fine of $75 per day until all the violations are corrected and $150 for a reoccurrence be imposed.

* **MOTION by Mr. Brown; SECOND by Mr. Cicerrella, that in case CE-11-266 the board finds the owner in violation and will accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

I. CE-11-282 – Robert N. Syfrett – 2475 E. Sherwood Cir. (Officer Angeline)

The violation is Sec. 6-900 (b) (11), storing junk. All proper notification was given and an affidavit of service is available as evidence. Officer Angeline has had no contact with the owner. He explained that he has had complaints from neighbors about this property.

Staff recommends that the owner be found in violation and be given 30 days to correct the violation or a fine of $50 per day until the violation is corrected and $100 for a reoccurrence be imposed.

* **MOTION by Mr. Brown; SECONDED by Mr. Cicerrella, that in case CE-11-282, the board finds the owner is in violation and will give the owner 14 days to correct the violation or a fine of $100 per day until the violation is corrected and $200 for a reoccurrence be imposed.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

J. CE-11-297 – Kevin P. Caron – 2527 Auburn Dr. (Officer Angeline)

The violation is Sec. 6-105 (a), building permits. All proper notification was given and the green card was signed and returned. There has been no contact with the owner. A permit has been issued but has not been picked up.

Staff recommends that the owner be found in violation and be given 14 days to correct the violation or a fine of $75 per day until the violation is corrected and $150 for a reoccurrence be imposed.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-297, the board finds the owner in violation and will accept staff recommendation with an amendment that the owner be given 7 days to correct the violation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

K. CE-11-335 – Federal National Mortgage Association – 2905 Slippery Rock Dr. (Officer Angeline)

The violations are Sec. 6-1003 (m) (2), windows operational, Sec. 6-1003 (m) (1), window glazing, Sec. 6-1002 (c), premises identification, Sec. 6-1003 (b), protective treatment, Sec. 6-1003 (f), exterior walls, Sec. 6-1001 (g), accessory structures, and Sec. 6-900 (b) (7), failure to secure. All proper notification was given and an affidavit of service is available as evidence. The fence has been taken care of. Officer Angeline has had no contact with the owner.

Staff recommends that the owner be found in violation and be given 30 days to correct all violations or a fine of $200 per day until all violations are corrected and $400 for a reoccurrence be imposed.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Weaver, that in case CE-11-335, the board finds the owner in violation and will accept staff recommendation.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

IV. CITATIONS:

A. Viet Q. Dam – 1052 Olive St. – Appeal Requested (Officer Buell)

It was noted that Mr. Viet Q. Dam was not present at the meeting; therefore staff recommends that the appeal of the citation be denied.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that the board will deny the appeal.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

V. NON-COMPLIANCE

A. CE-10-597 – Sandra K. Nevins – 1056 Cypress Ln. (Officer Buell)

The violations are (2) Sec. 6-900 (b) (4) (a-c) maintenance of structure/grounds. The case was heard on January 20, 2011, with the board giving the owner 30 days to correct the violation. The violations have not been corrected.

Staff recommends that the owner be found in non-compliance.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-10-597, the board finds the owner in non-compliance.**

AYES: Gifford, Brown, Cicerrella, Lewis, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

B. CE-09-473 – Steven Wagner – 1050 Olive St. (Officer Buell)

The violation is Sec. 6-1003 (b) protective treatment. The case was heard on October 15, 2009. All proper notification was given and the owner contacted Officer Buell May 17, 2011 and asked for more time.

Staff recommends that the owner be found in non-compliance.

* **MOTION by Mr. Scott; SECONDED by Ms. Lorkovic, that in case CE-09-473 the board finds the owner in non-compliance.**

AYES: Gifford, Brown, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (6-0)*

Mr. Cicerrella was out of the room when this case was heard.

C. CE-11-273 – Gertrude Flowers Life Estate – 610 Donley St. (Officer Buell)

The case came before the board on March 17, 2011. The board gave the owner 30 days to correct the violations. The violations still exist. Officer Turner and Officer Buell found several people staying in the home and had them removed. Ms. Heidelburg stated that she did not have the financial means to correct any of the violations.

Staff recommends that the owner be found in non-compliance.

* **MOTION by Mr. Brown; SECONDED by Mr. Cicerrella; that in case CE-11-273, the board finds the owner in non-compliance.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

D. CE-11-508 – Wanda Betourd – 229 Smith Ln. (Officer Angeline)

The case was heard by the board on January 20, 2011. The board gave the owner 60 days to complete the structure.

Staff recommends the owner be found out of compliance.

Ms. Betourd, 4930 McFarland Dr., Fairfax VA, 22032, was sworn in. She asked the board to give her until the building permit expires to complete the work. Officer Angeline advised that the permit has already expired.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-508 the board finds the owner out of compliance.**

In response to a question from Mr. Brown, Mr. Titkanich stated that if the board finds that the property is in compliance with the board's intent, they can find the property is in compliance. Officer Angeline advised that the exterior of the home is secured and safe, as all windows have been installed and the home has stucco on it. As far as the interior of the home is concerned, the owner would have to discuss getting a new permit with the Building Official.

AYES: None

NAYS: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION DIED (0-7)

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-508, the board finds the owner has complied.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLY (7-0)

E. CE-11-203 – G.R. Griffin, Trustee – 1314 Elizabeth Ave. (Officer Angeline)

The case was heard on March 17, 2011. The board gave the owner 30 days to correct the violations. The violations still exist. Staff recommends that the board find the owner in non-compliance.

Mr. G.R. Griffin, Trustee, 1314 Elizabeth Ave., Cocoa, was sworn in. Mr. Griffin asked for the case to be tabled. He advised that he had rented to people who clogged the sewer. He doesn't feel he needs to get a permit because he used to be a plumber.

* **MOTION by Mr. Cicerrella; SECONDED by Ms. Lorkovic, that in case CE-11-203, the owner is found in non-compliance.**

AYES: Gifford, Brown, Cicerrella, Ford, Lorkovic, Scott, Weaver

THE MOTION CARRIED UNANIMOUSLEY (7-0)

VI. OTHER BUSINESS

Deputy Mayor Jake Williams advised the board that there have been several articles in the Ebony News about the City of Cocoa Code Enforcement being too aggressive. Deputy Mayor Williams noted that he was setting up a meeting with Representative Rich Workman, who is proposing bill 162. Deputy Mayor Williams invited members of the Code Board to attend the meeting. The purpose of the meeting is to let Representative Workman know how well the city works with all citizens.

VII. NEXT MEETING

The next regular meeting of the Code Enforcement Board will be held on June 16, 2011, at 6 pm in the City Hall Council Chambers.

VIII. ADJOURNMENT

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000473
CERTIFIED MAIL: 70091680000058290306

March 4, 2010

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Steven D Wagner 377 Sugar Sand Lane Oviedo, FL 32765

VS.

NOTICE OF NONCOMPLIANCE WITH
ORDER OF CODE ENFORCEMENT BOARD

PURSUANT to Section 162.09, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice to the City of Cocoa Code Enforcement Board that the violation(s), as more specifically described below has/have not been corrected pursuant to the entry of an Order by the Code Enforcement Board, dated October 15, 2009, requiring Respondent(s) to correct such violation(s) as set forth in its Order below by either: failing to take voluntary action to correct the violation(s) in the time period provided in the Order; or has/have permitted the recurrence of any repeat violation(s).

A final Order Imposing Administrative Fine/Lien will be issued by the City of Cocoa Code Enforcement Board on the March 18, 2010., at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL. 32922. You are advised to attend this meeting.

1. **Property where violation(s) exist(s):**

1050 Olive St, Parcel Id. 24-36-29-78-00000.0-0149.00

2. **Name and address of owner(s) of Property where violation(s) exist(s):**

Steven D Wagner
377 Sugar Sand Lane
Oviedo, FL 32765

3. **Description of violation(s) at Property:**

See attached

4. **Recommendations to correct violation(s) described above :**

See attached

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Chad Buell

Chad Buell, Officer
Code Enforcement 321-433-8575

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000473
CERTIFIED MAIL: 70101670000199419047

April 27, 2011

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Steven D Wagner
377 Sugar Sand Lane
Oviedo, FL 32765

VS.

NOTICE OF NONCOMPLIANCE WITH
ORDER OF CODE ENFORCEMENT BOARD

PURSUANT to Section 162.09, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice to the City of Cocoa Code Enforcement Board that the violation(s), as more specifically described below has/have not been corrected pursuant to the entry of an Order by the Code Enforcement Board, dated October 15, 2009, requiring Respondent(s) to correct such violation(s) as set forth in its Order below by either: failing to take voluntary action to correct the violation(s) in the time period provided in the Order; or has/have permitted the recurrence of any repeat violation(s).

A final Order Imposing Administrative Fine/Lien will be issued by the City of Cocoa Code Enforcement Board on the May 19, 2011., at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL. 32922. You are advised to attend this meeting.

1. Property where violation(s) exist(s):

1050 Olive St, Parcel Id. 24-36-29-78-00000.0-0149.00

2. Name and address of owner(s) of Property where violation(s) exist(s):

Steven D Wagner
377 Sugar Sand Lane
Oviedo, FL 32765

3. Description of violation(s) at Property:

See attached

4. Recommendations to correct violation(s) described above :

See attached

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Chad Buell

Chad Buell, Officer
Code Enforcement 321-433-8575

LIEN REDUCTIONS

1. CE-09-0473 – 1050 Olive St.

The Code Enforcement Board held a public hearing on **5/19/2011**, at which time the Board found the owner, **STEVEN D. WAGNER** in violation of the following: **Weeds, Sec. 6-1001 (d), Protective Treatment, Sec. 6-1003 (b), Exterior Walls, Sec. 6-1003 (f), Accessory Structures, Sec. 6-1001 (g), Building Permits, Sec 6-2003 and Rental Business Tax, Sec 6-2003.**

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 **11/15/2009.** The lien ran at **$150.00** per day from **11/15/2009** until compliance was achieved on **12/7/2020**. The total fine was in the amount of **$606,010.00.** The length of time the property was in violation **11 years and 22 Days.**

Staff's recommendation is that the fine/lien be reduced to **$1,001.88** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost. Mr. Wagner is requesting that the lien be reduced to **$0**.

The property owner was sworn in: Steven Wagner, 559 Piazza Point, Oviedo, FL

Mr. Wagner stated that he didn't even know about the violations until he talked to Code Enforcement in July 2022 as he was signing a contract to finally sell the house after owning it for 17 years. Mr. Wagner stated that he had pulled several permits for the property and was not aware of a running lien. Mr. Wagner said he had documentation showing that he spoke with Code Enforcement Officer Chad Buell and thought the violations had be resolved. Manager Bunt went over how the Code Department works with cases that have running liens since he has been Manager. Code Enforcement Officer goes by the property every 30 days to check to see if in compliance so that the lien can be stopped. Code Enforcement was run differently before as once the case went for noncompliance no inspections were ever done after. Manager Bunt explained that the cost sheet which only shows the time and cost it took to prosecute the case. Attorney Babb-Nutcher asked what day was he given to come into compliance before the fines started. Attorney Babb-Nutcher stated that she thought there was a bit of an evidentiary problem. More discussion amongst the Board members and staff. Mr. Brown made a recommendation to lower the reduction to one thousand ($1000.00) which Ms. Scott disagreed with and made a motion to have no fine ($0).

Motion by Ms. Scott, seconded by Ms. Hughes, to amend staff's recommendation to City Council and the lien reduction be in the amount of zero dollars ($0). Vote on the motion (3-1) Mr. Brown opposed.

Legislation Details (With Text)

File #:	22-663	**Version:**	1	**Name:**	2023 Street Closures
Type:	Informational Item			**Status:**	Council Busines
File created:	11/2/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve the requested 2023 street closures in association with the proposed Special Events. (Asst. to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2022
Agenda Date: December 13, 2022
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist.
Requested Action:
Approve the requested 2023 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Events:

1.Run for Responders 5K, Saturday, January 7th, 2023 (3:00pm - 10:00pm)

Church St.:	between Riverside Dr. and east terminus of Church St.
Delannoy Ave.:	between Church St. and Harrison St.
Riverside Dr.:	between Church St. and Oak St.
Derby St.:	at Riverside Drive, Delannoy and Brevard Ave.
Oak St.:	between Riverside Dr. and Brevard Ave.
Brevard Ave.:	between Oak St. and Harrison St.
Harrison St.:	between Brevard Ave. and Riveredge Blvd.

The race route will open immediately after all the participants have all crossed the finish line.

Harrison Street will reopen at Delannoy and Riveredge at 10pm.
Total Closure - One Day

2. Martin Luther King Jr. Peace March and Service, Monday, January 16th, 2023 (12:00pm-4:00pm).
Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park. This event does not require a street closure. However, the Peace March does include the streets of Cocoa including the SR520. The organizers are required to have the proper DOT permitting in place to hold the march.
Total Closure - Half Day

3. Cocoa Village Mardi Gras, Saturday, February 18th, 2023 (3:00pm -12:00am (2-19)
This is a gated event. Foot traffic will stop at 3pm and gates will close at 4:30p.
Delannoy Ave.: between Derby St. and SR 520
Brevard Ave.: between Church St. and SR 520
Harrison Street.: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

4. Space Coast Triathlon, Sunday, February 26th, 2023 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:

Harrison St.: between Delannoy Ave and Riveredge Blvd.
Riveredge Blvd.: between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.
Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park. The participants will then proceed to the 520 and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day

5. HCVMS Spring Craft Fair, Saturday and Sunday, March 4th-5th, 2023 (2:00am Saturday March 4th -6:00pm Sunday, March 5th)
Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

6. HCVMS Concours Car Show, Saturday, March 25th, 2023 (6:00am - 5:00pm)

Brevard Ave.: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and SR 520 (King St.)
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

7. Village Idiot 5K Village and Street Party, Friday, March 31st, 2023 (3:00 pm - 12:00 am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

8. HCVMS Summer Craft Fair, Saturday and Sunday, May 13th-14th, 2023 (2:00am May 13th - 6:30pm May 14th)
Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

9. Dirty Oar Push Cart Races Sunday, July 2nd, 2023 6:00am-12:00pm
Orange St.: between Florida Ave. and Brevard Ave. including Brevard Ct.
John Garren Ln.: between Orange St. and Factory St.
Brevard Ave.: between Harrison St. and Factory St.
Harrison St.: Between Delannoy Ave. and Brevard Ave.
Church St.: between Brevard Ave. and Riverside Dr. incl. the Porcher House Loop
Delannoy Ave.: between Maryland Ave. and Harrison St.

The race route will open after all participants have crossed the finish line and the route is cleared of pedestrians.
Total Closure - One Day

10. City of Cocoa Independence Day Celebration, Tuesday, July 4th, 2023 (2:00am-11:00pm)
Lee Wenner Park closure begins at 2:00am 7/3/2022
Harrison St.: between Delannoy and Riveredge Blvd
Total Closure - One Day

11. Walk to End Alzheimer's, Saturday, September 23rd, 2023 (6:00am - 2:00pm)
Riverfront Park to Church Street continuing to Riverside Drive
Riverside Drive.: between Church St. and Derby St.
Delannoy Avenue.: between Derby St. Harrison St.
Harrison Street.: between Delannoy and Brevard Ave.
Brevard Avenue.: between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd.: to John Garren Ln
John Garren Lane.: between Rosa L. Jones and Orange Street
Orange Street.: between John Garren Ln and Florida Ave.
Florida Avenue.: between Orange Street and Stone St.

Stone Street.:	between Florida Ave and Brevard Ct.
Brevard Cour.t:	between Florida Ave and Orange St.
Orange Street.:	between Brevard Ct and Brevard Ave.
Church Street.:	between Brevard Ave and Delannoy St.
Brevard Ave.:	between Oleander St. and Derby St.
Derby St.:	between Brevard Ave. and Delannoy St.
Delannoy Avenue.:	between Church Street and Harrison St.
Harrison Street.:	between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day

12. HCVMS Fall Art and Craft Fair, Saturday and Sunday, October 21st-22nd, 2023 (2:00am October 21st - 6:00pm October 22nd)

Brevard Ave.:	between SR 520 and Factory St.
Oleander St.:	between Brevard Ave. and Municipal Parking Lot
Orange Ave.:	between Brevard Pl. and Brevard Ave
Harrison St.:	between Riveredge Blvd. and Brevard Ave.
Church St.:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave.:	between Church St. and SR 520

Total Closure - Two Days

13. Village Idiot Halloween Street Party, Friday, October 27, 2023 (3:00 pm-12:00am)

Harrison St.: between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day

14. City of Cocoa Fall Festival in the Village, Saturday, October 28th, 2023 (12:00-8:00 pm)

Harrison St.:	between Riveredge Blvd. and Brevard Ave.
Delannoy St.:	between Church St. and SR 520
Church S.t:	between Brevard Ave. and Delannoy Ave.
Brevard Ave.:	between SR 520 and Church St.

Total Closure - One Day

15. Space Coast Free Wheelers Waterway Century Ride- Sunday, October 29th, 2023 - (5:00am-8:30am)

The corner of Delannoy Ave. and Harrison St. from 7:00 am-8:30 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.

Total Closure - Half Day

16. Game on Events Riverfront Triathlon, Sunday, November 4th, 2023 (2:00am -11:00 am)

Harrison St.:	between Riveredge and Brevard.
Riverside Dr.:	between Church St. and Oak St.

Rockledge will also be supporting this event.

Total Closure - One Day

17. Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon, Sunday, November 26th, 2023 (2:00am-2:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day

18. HCVMS Holiday Craft Fair, Saturday and Sunday, December 2nd-3rd, 2023 (2:00am December 2nd-6:00 pm December 3rd).

Brevard Ave.:	between SR 520 and Factory St.
Oleander St.:	between Brevard Ave. and Municipal Parking Lot
Orange Ave.:	between Brevard Pl. and Brevard Ave
Harrison St.:	between Riveredge Blvd. and Brevard Ave.
Church St.:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave.:	between Church St. and SR 520

Total Closure days- Two Days

19. Cocoa Rockledge Holiday Parade and Tree Lighting, Saturday, December, 9th, 2023 (11:00am - 9:00 pm)

Brevard Ave.:	beginning at the southerly city limit to Maryland Ave.
Maryland Ave.:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave.:	between Maryland Ave. and SR 520
Harrison St.:	between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day

20. Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 15, 2023 2:00pm-8:00pm.

Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave.: between SR 520 (King) to Factory St.
Oleander St. between Brevard Ave. and Municipal Parking Lot
Orange St.: between Brevard Pl. and Brevard Ave.
Derby St.: between Brevard Ave. and Delannoy Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520 (King).
Total Closure - One Day

21. HCVMS Golf Cart Parade Saturday, December 16th, 2023 2:00pm - 9:00pm)
Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave.: between SR 520 and Factory St.
Orange St.: between Brevard Pl. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Florida Ave.: between Rosa L. Jones and SR 520
Derby St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Maryland St. and Harrison St.
Total Closure - One Day

The total number of street closure days if approved is 24

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

The 2022 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval of all 2023 Road Closures listed in this request.

Legislation Details (With Text)

File #:	22-723	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	12/1/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2022-128 (Temporary Waiver of Building Permit Fees).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2022
Agenda Date: December 13, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole.

BACKGROUND:

Economic resilience is the ability for a community to recover from major disruptions to regular activities. The fiscal impact of strong hurricanes can be decreased if the costs to rebuild and resume services are mitigated. Staff requests a six (6) month temporary waiver of building permit fees to expedite repairs and provide financial relief to residents and businesses affected by Hurricane Ian and/or Hurricane Nicole upon approval of this agenda item on the December 13, 2022 City Council meeting. City Council shall have the option to extend this Resolution for an additional ninety (90) days if authorized prior to the expiration of this Resolution.

Applicants requesting a fee waiver are required to apply for eligible permits, as identified in the resolution. For purposes of granting the building permit fee waiver, the Building Official, or his or her designee, shall be responsible for verifying that the repairs being permitted are directly related to hurricane damage caused by Hurricane Ian and/or Hurricane Nicole.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City will receive due to damage and because some of the permit fees are based on valuation, staff cannot determine the anticipated lost revenue. However, when permit fees were waived for six months for 2017 Hurricane Irma damage, 241 permits were received and the loss of revenue for the City was $25,047.50.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution providing for a waiver of building permit fees for six months from December 13, 2022 related to building or structural damage caused by Hurricane Ian and/or Hurricane Nicole.

powered by Legistar™

RESOLUTION NO. 2022-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY HURRICANE IAN AND HURRICANE NICOLE; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hurricanes (Ian and Nicole) that affected Cocoa caused damage to properties within the geographic area of the City of Cocoa; and

WHEREAS, the City Council previously established a schedule of building permits fees pursuant to Resolution No. 2022-085; and

WHEREAS, in order to expedite the repairs required as a result of the damage caused by the Hurricanes and to provide relief to property owners suffering from hurricane-related hardships, the City Council desires to temporarily waive building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, Section 6-108 of the City Code, and the emergency powers vested in the City Council pursuant to all applicable law; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Intent and Purpose.** It is the intent and purpose of this Resolution to only address building or structural damage directly caused by Hurricane Ian and/or Hurricane Nicole. This Resolution is not intended to apply to building permit applications filed with the City that are not related to repairing

building or structural damage caused by the hurricanes.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to repairing building or structural damage caused by Hurricane Ian and/or Hurricane Nicole. All such applications must be filed with the City's Building & Permitting Division on or after September 30, 2022, but no later than six (6) months after the effective date of this Resolution. The City Council shall have the option to extend this Resolution for an additional ninety (90) days if authorized prior to the expiration of this Resolution. For purposes of granting the building permit fee waiver, the building official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by the hail storm.

Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date.** This Resolution 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 meeting assembled this 13th day of December, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-714	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/28/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12_14_2021 Journal.pdf Appointment of League Voting Delegate Director Form 1 (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023.

BACKGROUND:

City Council liaison appointments are established through Article XIII of the Rules of Procedure for Cocoa City Council meetings and are made by the City Council annually. Council liaisons provide reports on various board and committee activities.

Liaison appointments for 2022 were made at the December 14, 2021 City Council meeting and were as follows:

Affordable Housing Committee	Blake
Board of Adjustment	Dyal
Code Enforcement Board	Dyal
Diamond Square CRA	Goins
Housing Authority	Blake
Planning & Zoning Board	Hearn
Police Community Relations Advisory Board	Goins
Sustainability Advisory Board	Dyal (*at the City Council meeting held on 1/11/2021, Councilman Dyal was appointed*)

powered by Legistar™

as Liaison; original appt. was Councilmember Koss)

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council Liaison appointments have been made annually and are adjusted as necessary throughout the year.

At the Regular City Council meeting held on December 14, 2021, liaison appointments were made for the 2022 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2023.

powered by Legistar™

- **This item was removed from the agenda.**

3. Consideration of First Reading (Ordinance 15-2021) of the City of Cocoa, Brevard County, Florida; consistent with Florida Statute, Section 163.3177, adopting a Private Property Rights Element as a new section into the City of Cocoa's Comprehensive Plan. (21-801). (Interim Community Services Director)

   - **Ordinance No. 15-2021 approved on First Reading.**

4. Consideration of the First Reading (Ordinance 11-2021) of The City of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article VIII, Section 17, Home Occupations. (21-802). (Interim Community Services Director)

   - **Ordinance No. 11-2021 approved on First Reading.**

VII. Council Business:

1. City Council discussion and direction related to the funding of a $2,600 appraisal and purchase (not to exceed the lesser of the appraisal or $20,000 owner asking price) for the proposed easement area. (21-676). (Public Works Director)

   - **Approved. Funds to come out of Contingency and to authorize the City Manager to sign all necessary budget transfers/amendments.**

2. ~~Accept the City of Cocoa Urban Forest Management Plan and authorize the City to proceed with the plan recommendations. (21-735). (Public Works Director)~~

   - **This item was removed from the agenda.**

3. Approve the requested 2022 street closures in association with the proposed Special Events. (21-737). (Asst. to the CM/PIO)

   - **Approved.**

4. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2022. (21-756). (Administrative Services Director)

   City Council Liaison Appointments for Calendar Year 2022 are as follows:

   - **Affordable Housing Committee** **Blake**
   - **Board of Adjustment** **Dyal**

• **Code Enforcement Board**	**Dyal**
• **Diamond Square RDA**	**Goins**
• **Housing Authority**	**Blake**
• **Planning & Zoning Board**	**Hearn**
• **Police Advisory Board**	**Goins**
• **Sustainability Advisory Committee**	**Koss**
• **Utilities Advisory Board**	**Koss**
• **Space Coast TPO**	**Koss-Primary** **Goins-Alternate**
• **Space Coast League of Cities**	**Blake-Primary** **Goins-Alternate**
• **Florida League of Cities**	**Blake-Primary** **Koss-Alternate**

5. Consider Mayor Blake's request to reappoint Mr. Clinton Warner III and Mr. Joe Robinson as members of the Cocoa Housing Authority through December, 2025. (21-762). (Administrative Services Director)

   - **Approved.**

6. Consider the appointment of 1st Alternate member Aleck Greenwood or (1) one of the following applicants as a Regular member to the Planning and Zoning Board: Renee Cooper, Craig Curtis, or Veronica Lopez-Velez. (21-763). (Administrative Services Director)

   - **Approved. Veronica Lopez-Velez approved as a Regular member.**

7. Council direction on the current Outdoor Dining Resolution 2021-13, that is set to expire on December 31,2021. (21-764). (Interim Community Services Director)

   - **Resolution was extended until the Regular City Council Meeting of August 9, 2022.**

8. Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr. be reduced to $2,227.39. (21-781). (Chief of Police)

   - **Approved. Lien reduced to $2,227.39.**

9. Council approval for a Resolution to join with the State of Florida and other Local Governmental Units as a Participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan for the Allocation and Use of Prospective Settlement Dollars from Opioid Related Litigation (21-783). (Chief of Police)

SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	*INDIALANTIC*	*MELBOURNE BEACH*	*ROCKLEDGE*
COCOA	*INDIAN HARBOUR BEACH*	*MELBOURNE VILLAGE*	*SATELLITE BEACH*
COCOA BEACH	*MALABAR*	*PALM BAY*	*TITUSVILLE*
GRANT-VALKARIA	*MELBOURNE*	*PALM SHORES*	*WEST MELBOURNE*

"CITIES OF BREVARD WORKING TOGETHER"

2023 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.

  Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

  Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the Executive Director.

- Because dues for member municipalities are based on population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Director at the email address: **execsec@scloc.org**.

Municipality: Click here to enter text. **Current Population**: Click here to enter text.

Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

Alternate Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: Click here to enter text. **Date:** Click here to enter text.

Legislation Details (With Text)

File #:	22-631	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/13/2022			**In control:**	City Council
On agenda:	1/10/2023			**Final action:**	
Title:	Consider the Appointment of Lisa Chance, Josue Otero or Aurora Ramirez to fill a Regular member seat and two Alternate member seats for the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Enforcement Board Roster.pdf Chance Application.pdf Otero Application.pdf Ramirez Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: January 10, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Lisa Chance, Josue Otero or Aurora Ramirez to fill a Regular member seat and two Alternate member seats for the Code Enforcement Board.

BACKGROUND:

The Code Enforcement Board currently has one (1) Regular member vacancy and two (2) Alternate member vacancies. The Regular member seat was recently vacated by Mr. Ed Green, who resigned effective immediately on November 14, 2022. Whoever is appointed to the Regular member seat would fulfill Mr. Green's term which would be through June, 2024.

In addition to the Regular member seat, two Alternate member seats need to be filled.

The City Clerk's Office received applications from the following:

- Lisa Chance: Lisa Chance is a Pier Agent for SMS International Shore Operations in Cape Canaveral. She is organized, dependable, and successful at managing multiple priorities to meet team goals. She is raising her children in the City of Cocoa and would like the opportunity to serve the City in which she lives. She is a current resident on Montclair Rd. and

meets all qualifications for serving on a City board.

- Josue Otero: Josue Otero is a US Marine Corps veteran who served a tour in Iraq. He has leadership skills from serving in the military which he feels would benefit the Code Enforcement board. He also served in the selection committee for the Chief of Police. He is interested in serving the community in which he lives. He is a current resident on Indian River Dr. and meets all qualifications for serving on a City board.

- Aurora Ramirez: Aurora Ramirez served in the US Army and has a background in government contracting. She previously served on a HOA board as a volunteer and is generally interested in the welfare of the overall community. She is a current resident of Cocoa from N. Indian River Drive and meets all qualifications for serving on a City board.

A current board roster is attached for Council's review. In summary, from the three applicants, City Council needs to select one regular member and two alternate members to serve on the Code Enforcement Board.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Lisa Chance, Josue Otero or Aurora Ramirez to fill a Regular member seat and two Alternate member seats for the Code Enforcement Board.

powered by Legistar™

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
VACANCY ~~Edward Green~~ Resigned 11/14/2022	~~104 Riverside Dr.~~ ~~Apt. 204~~ ~~Cocoa, FL 32922~~ ~~Edgreen20@gmail.com~~	~~321-617-5554~~	~~06/21 Reappointed~~ ~~08/18 Appointed~~	~~2024~~
Verna Hughes (fulfilling term of Kimberly Curtis)	15 N. Indian River Drive, #304 Cocoa, FL 32922 Vernabrunner@cs.com	626-5000 cell	09/2022 appointed (to fulfill unexpired term of Kimberly Curtis)	2024
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/21 Reappointed 07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2024
1st Alternate **VACANCY**				No expiration
2nd Alternate **VACANCY**				No expiration
LIAISON	Councilman Dyal	474-4924	Updated 05/22	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

This record is currently unavailable.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, November 30, 2022 6:52 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Lisa
Last Name	Chance
Application Date	11/30/2022
Address1	1008 Montclair Rd
City	Cocoa
State	Florida
Zip	32922
District	District 2
Home Phone Number	321-746-6063
Work Phone Number	*Field not completed.*
Cell Phone Number	321-746-6063
Other Phone Number	*Field not completed.*
Place of Business	SMS international shores operations
Title/Position Held	Pier agent

Date of Birth*	[redacted]
E-mail Address	hnl4ever715@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	inbound1169760587845315929.jpg
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I like to be aware and know what's going on in the city I'm raising my children

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Lisa chance
Date:	11/30/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Lisa Chance

Cocoa, FL 32922 321-746-6063 hnl4ever715@gmail.com

PROFESSIONAL SUMMARY

Organized and dependable candidate successful at managing multiple priorities with a positive attitude willingness to take on added responsibilities to meet team goals.

SKILLS

- High volume enviroments
- Physical Strength and Stamina
- customer support
- safety regulations
- customer inquiries
- customer satisfation
- Front desk operations

WORK HISTORY

PIER AGENT

09/2022 to CURRENT

SMS International Shore Operations | Cape Canaveral, FL

Checked in people with Ipads verified passports, green cards and any travel documentation.

OWNER/CEO

01/2014 to 01/2016

24houlandlord LLC. | Ft. Pierce, FL

- Managed day-to-day business operations.
- Consulted with customers to assess needs and propose optimal solutions
- Trained and motivated employees to perform daily business functions
- Enhanced operational efficiency and productivity by managing budgets, accounts and costs.

EDUCATION

Gulf High School, New Port Richey, FL *08/2001*



CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Josue Otero Application Date: 11/25/2022

Street Address, Including Zip Code: 2603 N. Indian River Dr.

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 X

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 305 434 5606

Place of Business: N/A

Title/Position Held: N/A

Date of Birth[2] [redacted]

Email Address: oterojj23@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

X	Affordable Housing Advisory Committee	X	Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority	X	Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No X
Do you consent to a standard criminal background check? Yes ____ No X
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in serving the community which I reside. I am a United States Marine Corps veteran with a tour in Iraq. My leadership skills from the military will be essential to the City Board. I have also served in the selection committee for the Chief of Police for the City of Cocoa.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
X Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

Legislation Details (With Text)

File #:	22-721	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/1/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Planning & Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2022
Agenda Date: December 13, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025.

BACKGROUND:

Appointed as a Regular member in August, 2022 to fulfill the unexpired term of Jeri Blanco, Aleck Greenwood would like to be considered for reappointment. He was previously appointed as an Alternate member on the Board back in January, 2019. If reappointed, Mr. Greenwood's term will expire in November, 2025. He currently meets all qualifications for serving on a City board.

A board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Reappointment of Aleck Greenwood on the Planning & Zoning Board through November, 2025.

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
~~Susan Mock~~ **VACANCY**	~~2121 Muskingum Ave.~~ ~~Cocoa, FL 32926~~ ~~susanmock@att.net~~	~~321-632-6446 (hm)~~	~~12/2020~~ ~~(replaced Larry Koss)~~	~~2023~~
~~Al Washington~~ **VACANCY**	~~3018 Sandgate Court, Cocoa FL 32922-4434~~ ~~al26wash@yahoo.com~~	~~636-1099 (H)~~ ~~432-7567 (C)~~	~~12/20 Reappointed~~ ~~11/17 Reappointed~~ ~~10/14 Reappointed~~ ~~10/11 Reappointed~~ ~~11/08 Reappointed~~ ~~08/07 Appointed~~	~~2023~~
Veronica Lopez-Velez (Replaced Trina Gilliam)	571 Cressa Cir. Cocoa, FL 32926 Ronilope011@gmail.com	407-498-8510 (cell)	12/21 Appointed	2024
~~Marilyn Green~~ ~~(Replaced Jake Williams, Jr.)~~ ~~Vice Chairperson (as of 4/6/22)~~ **VACANCY**	~~104 Riverside Dr. #204~~ ~~Cocoa, FL 32922~~ ~~Mlgreen20@gmail.com~~	~~617-5554 (hm)~~ ~~603-502-4632 (cell)~~	~~10/21 Reappointed~~ ~~02/18 Appointed~~	~~2024~~
Michael Dobrin	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2023
Aleck Greenwood (Fulfilling the term of Jeri Blanco)	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2022
~~Russell Sengel~~ ~~Chairman (as of 4/6/22)~~ **VACANCY**	[redacted] ~~rsengel@cfl.rr.com~~ [redacted] ~~rsengel@cocoafl.org~~	[redacted]	~~11/19 Reappointed~~ ~~11/16 Reappointed~~ ~~10/13 Reappointed~~ ~~03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey~~	~~2022~~
Justin Simpson	2515 Stanford Dr. Cocoa, FL 32926 Justin.darrell.simpson88@gmail.com	907-347-1003	05/2021 Appointed	2024
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell~~)~~	02/2020 Appointed 11/16 Reappointed	2022

			1/28/14 appointed (to fill vacancy left by Stephenson)	
MerryBeth Burgess- 1st Alternate	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560 home/cell	01/2022 Appointed	No expiration
Thomas Barton - 2nd Alternate (2/3 non-resident)	899 Barclay Dr., Cocoa, FL 32927 spudtravelers@gmail.com	267-226-2284	08/2022 Appointed	No expiration
Debbie Joyce (Non-Voting Member)	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com Debbie3231nl@outlook.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Councilman Hearn	474-1189	Updated 12/20	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8488		

Legislation Details (With Text)

File #:	22-730	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/5/2022			**In control:**	City Council
On agenda:	1/10/2023			**Final action:**	
Title:	Consider the Appointment of five of the following applicants to fulfill vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Ronald Chabot, Celeste Corrado, Tonya Davis, Frank Manfredi, Wesley Park, Katherine Stewart or Marcus Wheeler. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Planning Roster.pdf Burgess Application.pdf Carter Application.pdf Chabot Application.pdf Corrado Application.pdf Davis Application.pdf Manfredi Application.pdf Park Application.pdf Stewart Application.pdf Wheeler Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2022
Agenda Date: January 10, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of five of the following applicants to fulfill vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Ronald Chabot, Celeste Corrado, Tonya Davis, Frank Manfredi, Wesley Park, Katherine Stewart or Marcus Wheeler.

BACKGROUND:

The Planning & Zoning Board currently has four Regular member vacancies and one Alternate member vacancy. One Regular member vacancy is due to the recent term limit requirement, which impacted former member Russell Sengel, and three other vacancies are due to resignations for various reasons. Thomas Barton, who previously occupied the 2nd Alternate member position, was contacted by the City Clerk's Office and was removed from the board due to eligibility requirements.

Staff is requesting consideration of the nine applicants to fulfill the five total vacancies. One of the appointees will be serving a full three-year term, three will be fulfilling unexpired terms and one will fill an Alternate member position with no term limit. The vacancy terms are as follows:

- Fulfilling the term of Marilyn Green thru November, 2024
- Fulfilling the term of Susan Mock thru November, 2023
- Fulfilling the term of Al Washington thru November, 2023
- Fulfilling one Regular member term thru November, 2025
- Fulfilling the 2nd Alternate member position with no term limit

The City Clerk's office received the following applications and those who wish to be considered for the positions are listed below. Please note that due to the amount of applications received a description of each applicant who is not already serving is included below including background history, residency eligibility and interest in the board:

- Merrybeth Burgess: Merrybeth Burgess is currently the 1st Alternate member on the Planning & Zoning Board. She was appointed to the Board in January, 2022 and also has near perfect attendance to all of the meetings. She owns Hello Again Books in Cocoa Village and enjoys serving her community. She would like to be considered for a Regular member seat.

- Tammy Carter: Tammy Carter has a background in engineering, mathematics and product management which she believes will enable her to give back to the City of Cocoa. She has experience in creating and successfully bringing products to market, as well as providing support for the life of the project. She also has experience in writing, receiving and reviewing contracts. She is a current resident of Cocoa from Indian River Dr. and currently meets all qualifications for serving on a City board.

- Ronald Chabot: Ronald Chabot is a lifelong resident of Brevard County, graduating from Cocoa High School in 1974. He served in the US Army as a Military Policeman and worked for forty-three years with Carroll Distributors. He is the past President and Vice President on the Board of Directors of the Joe Realaino Fund, President of Camp Chance, served the BCSO PAL under Jack Parker and Wayne Ivey and served the Space Coast Tourism Development Council from 2019-2022. He has earned several awards for community service and is a member of the Historic Cocoa Village Main Street. He is a current resident of Cocoa from Clairemont Drive and meets all qualifications for serving on a City board.

- Celeste Corrado: Celeste Corrado has a BA in architecture/planning and over ten years' experience working for DMJM which is a large architectural/planning firm as a Urban Planner/Architectural Designer. She has experience with city planning, architectural design, site planning & design, streetscape/building design and large planning projects. She is also an accomplished business executive with her most recent role being Vice President of Strategic Innovation & Technology. She is a current resident of Cocoa from Indian River Dr. and meets all qualifications for serving on a City board.

- Tonya Davis: Tonya Davis is a current resident of Cocoa from Bristol Drive and believes she will bring diversity to the Board and will be a great asset. She meets all qualifications for serving on a City board.

- Frank Manfredi: Frank Manfredi has thirty-five years of market research background experience which will allow him to be a major contributor to the P&Z board. His studies at Clarkson included emphasis on civil engineering. He believes the other parts of his educational background will allow him to contribute to the City's planning and zoning process. He is a current resident of Cocoa from Indian River Dr. and meets all qualifications for serving on a City board.

- Wesley Park: Wesley Park is the current Chairperson on the City's Utilities Advisory Board and also serves as a citizen member of the Space Coast TPO. He is interested in serving on the Planning and Zoning Board and would like the opportunity to apply his practical and professional experience in order to assist in making the best decisions for the city based on current and future needs. He is a current resident of Cocoa from Abington Street and meets all qualifications for serving on a City board.

- Katherine Stewart: Katherine Stewart is retired from the Air Force after twenty-five years and held substitute teaching and civil service positions with the Department of the Air Force. In November, 2018 she was elected for a four-year term with the Vandenberg Village Community Services District in Lompoc, CA. She is a current resident of Cocoa from Talbot Blvd. and meets all qualifications for serving on a City board.

- Marcus Wheeler: Marcus Wheeler would like to see the City of Cocoa's boards reflect more broad and diverse backgrounds. Given his experience in banking he would like to maximize the investment in communities and expand the ability of the City to generate income for sustained growth. He is a current resident of Cocoa from Ixora Ave. and meets all qualifications for serving on a City board.

*Please note: Should the Council decide to promote an Alternate member to a Regular member position, then the corresponding Alternate seat will need to be filled.

A Board roster is also attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of five of the following applicants to fulfill vacancies on the Planning & Zoning Board: Merrybeth Burgess, Tammy Carter, Ronald Chabot, Celeste Corrado, Tonya Davis, Frank Manfredi, Wesley Park, Katherine Stewart or Marcus Wheeler.

This record is currently unavailable.

This record is currently unavailable.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 5, 2022 12:34 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	MerryBeth
Last Name	Burgess
Application Date	1/5/2022
Address1	19 Parkway Street
City	Cocoa
State	Flordia
Zip	32922
District	District 2
Home Phone Number	4046830560
Work Phone Number	3218770351
Cell Phone Number	4046830560
Other Phone Number	*Field not completed.*
Place of Business	hello again books
Title/Position Held	Co-Owner

Date of Birth*	[redacted]
E-mail Address	merrybethburgess@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am a small business owner and reside in Cocoa and want to be of service in any way possible.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	merrybeth burgess
Date:	1/5/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, November 16, 2022 10:33 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Tammy
Last Name	Carter
Application Date	11/14/2022
Address1	1809 Indian River Dr
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	3217450295
Work Phone Number	*Field not completed.*
Cell Phone Number	3217450295
Other Phone Number	*Field not completed.*
Place of Business	Curtiss-Wright Defense Solutions
Title/Position Held	Sr. Product manager

Date of Birth*	[redacted]
E-mail Address	sw.goddess@hotmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	TammyCarterResume2022 dates.docx
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	As you can see from my attached resume, I have experience creating and successfully bringing a product to market, as well as providing support for the life of that project. I have written numerous contracts and SOWs (Statements of Work), and I have been on the other side of receiving and reviewing contracts and SOWS. I have also managed engineering groups, and 3rd party partners. As a product manager, I must manage the customers' and markets' expectations, as well as control the schedule, resources, and funds to achieve the ROI required for the project. To be successful, one must be able to understand a diverse group of departments, their functions and capabilities, and strengths: finance, supply chain, sales, business development, operations, and the C-suite. Plan and zoning committee members should be able to understand contracts, read drawings, and focus on the community's needs. I believe my background in engineering, mathematics, and product management enables me to give back to my city of Cocoa by serving in the planning and zoning committee. https://www.linkedin.com/in/softwaregoddess/

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Tammy Ophelia Carter
Date:	11/16/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

TAMMY O. CARTER
1809 N. Indian River Dr. Cocoa, Fl. 32922
Cell: (321) 745-0295 <> sw.goddess@hotmail.com

Leading Transformational Engineering Products from Concept to Customer

EXECUTIVE SUMMARY:

- 20+ years – Design, implementation and integration of embedded real-time software and DSP (digital signal processing) solutions in the defense, medical, RF and optical communications arenas.
- 15+ years – Software architect and IPT Lead performing tradeoffs and developing designs to meet performance, cost, and time constraints. Complete life cycle experience
- 12+ years - Managing groups of up to 40 engineers with budgets of $18 million.
- 8+ years - Recognized Subject Matter Expert, generating new business thru bids, proposals and whiteboarding with the customer
- 8+ years – Product management of hardware and software products using distributed teams and 3rd party partnerships.

EDUCATION:

B.S. (Summa Cum Laude)	Computer Science, Math, History	Mercer University
M.S. (Cum Laude)	Computer Science	University of Central Florida
Northrop Grumman	Mid-Career Leadership Training	Intensive year+ management course

PROFESSIONAL EXPERIENCE:

Senior Product Manager **Curtiss-Wright Defense Solutions** **Nov 2015-Present**

- Leading high performance software tools, NVIDIA GPUs, and A-PNT (Assured Position and Navigation) product lines (including SOSA variants).
- Developing new products by performing market and competitive analysis, generating the business case including investment, ROI and time to market, creating the product requirements and roadmaps.
- Interfacing with senior management, engineering, sales, business development, operations, supply chain, and finance to create product strategy and ensure successful execution.
- Engaging the customer by evangelizing the technology, and whiteboarding architectures that incorporate our products. Results include wins from two major defense primes with LTVs of $72.5M and $58.4M.
- Nurture third party partnerships with the best of breed hardware and software vendors, to meld into a successful product.
- **Product Awards:**
  - AUSA Best of Show 2022- VPX3-673A A-PNT Card
  - Aerospace Military and Aerospace Innovators Awards Gold 2020 – VPX3-673 A-PNT Card
  - Aerospace Military and Aerospace Innovators Awards Platinum 2017 – OpenHPEC Accelerator Suite
- **Product Video:**
  - High Performance Embedded Computing (HPEC) and Complex Application Software", May 31, 2016 (Introducing OpenHPEC with a '*Monty Python*' & '*2001: Space Odyssey*' flair).

Principal Systems Engineer **Mercury Systems, Cocoa, Florida** **Sept 2011-Nov 2015**

- Architected the Next Generation Radar (NGR); addressed scalability requirements and supervised the benchmarking and optimization of MTI/LL code.
- Turned customer requirements from multiple primes into bids and proposals that won 4 contracts and catapulted Mercury to "trusted advisor" status.

- Φ Conceptualized several HPC Open-VPX systems utilizing the latest Intel server and mobile class CPUs, and GPUs that decreased customer's time to market to less than a year.
- Φ Worked with several customers and partners to advance IPS (Integrated Product Security) though a variety of techniques resulting in continuing contract awards.
- Φ Designed, developed and integrated the BSP for an ARM based man-portable:
  - Generated a hard floating point cross compile tool chain for the Arm processor.
  - Optimized kernel code for shorter boot times, faster write times to high-speed SD cards.
  - Developed kernel level device drivers to handle specialized interrupts.

Senior Advisory Engineer **Northrop Grumman, Melbourne, Florida** **Feb 2004-Sept 2011**

- Φ Mitigated schedule and budget risks on STARLite (a quick react program) by re-architecting the MTI and SAR radar modes as well as revamping the test and integration plans. Directed and mentored junior engineers.
- Φ Solved inter-company integration and performance issues (including mode interleaving) of all MP-RTIP modes including the MTI, HRR, and Concurrent Synthetic Aperture Radar (CSAR).
- Φ Designed, coded, and integrated a unified mode controller for multiple ground modes on a HPC system consisting of 90 PowerPCs.
- Φ Created a data injection system that allowed patterns, previous flight or lab data to be played back to debug mode software; saving schedule and budget by not having to re-fly software changes.
- Φ Wrote and demonstrated mode exerciser code that was critical in the winning of continued funding for the MP-RTIP development effort.
- Φ Prepared and delivered milestone presentations to the customers that included design tradeoffs, memory budgets, and timing and sizing estimates to secure continued funding.

Contractor **DME Systems** **Dec 2002-Feb 2004**

- Created a multiple waveform development tool including a GUI for a digital ratio test set, which included operational modes not envisioned by the customer.
- Developed an application and interface to control switching and routing modules to pass data and commands to the embedded test set.
- Conceived, designed, and implemented a FFT based software Spectrum Analyzer.

DSP Manager **Nortel Networks/Qtera (Startup), Boca Raton, Florida** **Nov 1999 – Oct 2002**

- Managed the schedules, budget, assignments, and reviews for a multi-national group of software engineers that delivered a 750 Gb/s ultra-long haul optical network.
- Directed the development of the Phase Shift Keying (PSK) modulation/demodulation scheme for the transmission and recovery of information and control data.
- Architected all external interfaces to a TI5410 DSP including inter-board DSP communications, flash, external ram, general purpose processor, D/As and A/Ds.
- Designed, coded, and integrated system functions to download and switch to new code without effecting customer traffic or re-booting.
- Developed a novel AM over FM modulation scheme to add another data channel to existing hardware.

Staff Project Leader **Phillips/Invivo Research (Startup), Orlando, Florida** **Apr 1994-Oct 1999**

- Managed the system software design of a patient monitor from concept through FDA qualification and MRI compliance.
- Designed, coded, and integrated critical system software components for the patient monitor.
- My innovative ideas in the GUI, real-time data recording/playback, upgrade capability in the field and portable user configuration resulted in numerous bonuses and rewards, and generated excitement in the user community.
- Generated software architecture with a real-time multi-tasking i486 running in protected page mode. Balanced the scheduler to prioritize and time slice between 15 tasks with critical execution times.

Software Task Manager **Lockheed Martin, Orlando, Florida** **Dec 1984- April 1994**

- Researched and proposed the software architecture for a 1.2 Giga-flop radar application.
- During the resulting contract, developed a highly effective team whose code production was twice the current company standard. Concurrent with managing this software effort, I also implemented several complex real-time DSP modes
- Generated top-level architecture and selected the general-purpose processor for the Longbow missile program that resulted in Significant Incident Award from the Technical Director.
- Created an automated test station (HPIB) using C++ for verification of MIMIC RF modules that reduced test time by two-thirds and significantly reduced data translation errors.
- Generated task, scope, costing, and staffing requirements for numerous radar proposals that resulted in three major contract awards.

PAPERS & ARTICLES:

- "How Can I Teach My Machine to Learn?", Military Embedded System", Mar. 10, 2020
- "Should You Send a CPU to Do a GPU's Job?", Electronic Design, Jan. 29, 2020
- **"**What is a Tensor and Why Should I Care?**",** Military Embedded System, Dec. 9, 2019
- "Optimizing PCIe® Communications through Device Lending and Multicast with Dolphin PCIe "Fabric Communication Library", Curtiss-Wright White Paper, Nov. 22, 2019
- "Using Frameworks in Machine Learning, Military Embedded Systems, Jul. 29, 2019
- "GPU Trends: The Quest for Performance, Latency and Flexibility in ISR Systems", Electronic Design, Mar. 13, 2019
- "Choosing a Parallelization Technique: What is the Best Path?", Electronic Design, Nov. 19, 2018
- "Minimizing Latency in Peer-to-Peer Communications with Dolphin PCIe® Fabric Communications Library", Curtiss-Wright White Paper Nov. 5, 2019
- "Modernizing serial processing code to obtain optimal performance on an OpenVPX digital signal processing module" (with Beau Paisley), Military Embedded Systems", Mar. 12, 2108
- "Zen and the Art of HPEC Software Debugging", Military Embedded Systems, Sep. 18, 2017
- "Enhancing PCIe® Communications to Eliminate Bottlenecks with Dolphin PCIe Fabric Communications Library" with Aaron Frank, Curtiss-Wright White Paper, May 5, 2017
- "Asking the right questions about HPEC software development tools for radar, SIGINT, and EW applications", Military Embedded Systems, Feb. 6, 2017
- "Avoid Bottlenecks, Snail Threads, and Pitfalls in RADAR Software", Curtiss-Wright Case Study, Oct. 6, 2016
- "HPEC: High Availability by Design", Curtiss-Wright White Paper, Sept. 1, 2016
- "11 Myths About CPU/GPUs for Defense Applications" (witch Marc Couture), Electronic Design", Aug. 18, 2016
- "Turbocharge HPEC System Design with HPC Development Tools", Military Embedded Systems", July 25, 2016
- "Zoom FFT for Millimeter Wave Additive Noise Measurement", 29th International Conference on Infrared and Millimeter Waves"

TECHNICAL SKILLS:

- Languages: C, C++, Python, Perl, C#, .NET, JAVA, ADA, Pascal, FORTRAN, Smalltalk, Assembly
- Processors: NVIDIA GPUS, Arm, Intel (80x86, i860, i960,8050), Motorola (68xxx, 6502), TI (67xx, 54xx, 320xx), PowerPC, 1750
- OS: LINUX (multiple flavors), Windows, VxWorks, Vertex, TI DSP BIOS, MCOE, PSOS
- Tools: Agile, SAP, JIRA, MathCAD, Matlab, ClearCase, ClearQuest, Jama, SVN, github

SECURITY CLEARANCE: Secret (Active)

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, November 23, 2022 2:36 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Celeste
Last Name	Corrado
Application Date	11/23/2022
Address1	2606 N. Indian River Drive
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	6096685703
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Strategic Consulting
Title/Position Held	Vice President

Date of Birth*	[redacted]
E-mail Address	ccid8r@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board, Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	My related education and experience includes a BA in Architecture/Planning and +10 years of experience working for DMJM (a large architectural/planning firm) as a Urban Planner/Architectural Designer and my own design consulting firm. As such, I have had extensive experience with city planning, architectural design, site planning & design, city planning/ streetscape /building design guidelines, large complex facilities planning projects including airports, high tech aerospace facilities, transportation operations/planning, utilities planning, and University campus facilities. In addition, I have extensive experience working with/collaborating with the range of building industry professionals including civil, structural, mechanical engineering disciplines as well as the full gamut of building industry contractors. I am also an accomplished business executive with my most recent role as Vice President of Strategic Innovation & Technology.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Celeste Corrado
Date:	11/23/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, October 26, 2022 7:54 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	frank
Last Name	manfredi
Application Date	10/26/2022
Address1	1209 Indian River Drive
City	Cocoa
State	Florida
Zip	32922
District	District 2
Home Phone Number	8479229816
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	retired
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	frank@manfredi.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Speaker Bio.pages
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have become very interested in the City of Cocoa longterm planning. I believe my 35 years of market research background will allow me to be a major contributor to the planning and zoning board. My studies at Clarkson included major emphasis on civil engineering. In fact in my first job after college i utilized my engineering skills to build concrete plants, rock processing plants and asphalt plants. I believe the other parts of my educational background will allow me to contribute to the cities zoning and planning process. Please note: I have not served before on any government entities.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Frank Manfredi
Date:	10/26/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, September 14, 2022 4:49 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Katherine
Last Name	Stewart
Application Date	9/14/2022
Address1	5261 Talbot Blvd
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	6186044000
Work Phone Number	*Field not completed.*
Cell Phone Number	6186044000
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*

Title/Position Held	Vandenberg Village Community Services District Board Member and Board President
Date of Birth*	[redacted]
E-mail Address	Katherineann_s@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Board of Adjustment, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Utilities Advisory Board, Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Resolution 222-22 2Feb 2022-Stewart.jpg
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I was elected, 7 Nov 2018, for a 4 year term with the Vandenberg Village Community Services District in Lompoc CA and loved it. After retiring from the Air Force, 25 years, I held substitute teaching and civil service positions with the the Dept of the Air Force. It would be an honor to serve this new community that we live in since transferring from Vandenberg SFB CA to Patrick SFB FL.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Katherine A Stewart
Date:	9/14/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Katherine Ann Stewart
5261 Talbot Blvd
Cocoa, Florida 32926 United States
Mobile: 618-604-4000
Email: katherineann_s@yahoo.com

Availability:
Job Type: Permanent, Temporary, Term, Detail, Seasonal, Summer, Presidential Management Fellows, Recent Graduates, Multiple Appointment Types, Internships, Intermittent, Telework
Work Schedule: Full-time, Part-time, Shift work, Intermittent, Job sharing, Multiple Schedules

---

Desired Locations:
Patrick AFB, United States; Cape Canaveral AF Station, United States; Kennedy Space Center, United States; Viera, United States

---

Work Experience:
Board Director and President
Vandenberg Village Community Services District (VVCSD)
3745 Constellation Road
Lompoc, CA

11/2018 - 1/2022
Salary: $100.00 USD Piece Work
Hours per week: 10
Duties, Accomplishments and Related Skills:
Elected to Vandenberg Village Community Services District as a Board Director for providing water and wastewater services to 7,500 residents in northern Santa Barbara County. While serving on the board, also appointed to the California Special Districts Association (CSDA) Board or Directors after completion of the CSDA Academy t o strengthen knowledge of California local government. Also elected to Region 5 Board of Directors for Association of California Water Agencies (ACWA) state organization. Served as Board President for 2 years. Served on the ground floor of the monumental effort to form a Groundwater Sustainability Agencies (GSA) and prepare the Groundwater Sustainability Plan (GSP) for the Western Management Area per the 2014 California Sustainable Groundwater Management Act (SGMA) mandate by January 2022 for our groundwater basin to be sustainable for the next 20 years.
Supervisor: Joe Barget (805-733-2475)
Okay to contact this Supervisor: Yes

Board Trustee
Mosquito and Vector Management District of Santa Barbara County
105 East Anapamu Street
Santa Barbara, CA

2/2021 - 1/2022
Salary: $100.00 USD Piece Work
Hours per week: 5
Duties, Accomplishments and Related Skills:
Appointed by Santa Barbara County Third District Supervisor to serve as Board Trustee to provide vector surveillance, prevention, abatement, and control services to properties in the District to ensure protection of property owners and residents from vector annoyance and vector-borne diseases, such as St. Louis Encephalitis, Western Equine Encephalitis, West Nile Virus, Malaria, Lyme Disease, Hanta Virus Pulmonary Syndrome, and Sylvatic Plague. To fulfill this purpose the Board may take any and all necessary or proper

steps for the control of mosquitos, flies, or other vectors and source reduction of rodents either in the District or in territory that is located outside of the District from which mosquitos, flies, rodents or other vectors and vector-borne disease may enter the District.
Supervisor: Brian Cabrera (805-969-5050)
Okay to contact this Supervisor: Yes

Senior Technical Associate (STA) Engergy Systems Engineer
Lucent Technologies
1111 Woods Mill Road
Chesterfield, MO

8/2000 - 7/2002
Salary: $42,000.00 USD Per Year
Hours per week: 40
Duties, Accomplishments and Related Skills:
Prepare accurate job specifications, marked prints, job memorandum and material requisition using mechanized or manual systems in accordance with PACBELL/SBC/Lucent standards and guidelines. Initiate and/or update office records to meet customer requirements. Follow ISO quality guidelines set forth by the industry, Lucent and SBC. Maintain exceptional relations between the installation workforce and the customer through Preventive/Corrective action processes. Technical knowledge of Power Plants and Power Material required.
Supervisor: Rick Stone (636-891-1209)
Okay to contact this Supervisor: Contact me first

Manpower Management Analyst
USAF Federal Employer (This is a federal job)
1031 California Ave
Lompoc, CA

5/2019 - Present
Salary: $1,652.00 USD Bi-weekly
Hours per week: 40
Series: 0343 Management And Program Analysis
Pay Plan: GS - General Schedule (Ch. 51, 5 U.S.C.).
Grade: 12
This is a time-limited appointment or temporary promotion
Duties, Accomplishments and Related Skills:
Conducts comprehensive manpower and organizational analysis of a wide diversity of organizations. Maintains an account of valid manpower requirements in compliance with resource allocation and organization policy and to conduct analysis evaluations and program management within the Manpower and Organization Flight. Serve as project technician to manage, facilitate and conduct unit comprehensive manpower requirements determination studies, process improvement projects, functional studies, work processes and strategic planning alignment, and perform consultant management capabilities to improve mission effectiveness, resource efficiency and identify resource savings. Leads special manpower studies as directed. Reports directly to the Command and leads projects/studies involving other wing staff as dictated by the size and scope of the project/study. Incorporates Lean/Six Sigma methodologies to organizations through continuous process improvement (CPI) events.
Supervisor: Marie Hope (805-605-8148)
Okay to contact this Supervisor: Contact me first

Contract Specialist-Copper Cap Intern

USAF Federal Employer (This is a federal job)
1515 Iceland Ave Bldg 8500 Room 150
Lompoc, CA

9/2016 - Present
Salary: $54,000.00 USD Per Year
Hours per week: 40
Series: 1102 Contracting
Pay Plan: GS - General Schedule (Ch. 51, 5 U.S.C.).
Grade: GS12
Duties, Accomplishments and Related Skills:
All facets of AF acquisition.
Supervisor: Jeff Powell (805-606-3747)
Okay to contact this Supervisor: Yes

Supply Technician/Computer Assistant
USAF NAF (This is a federal job)
Vandenberg AFB
Lompoc, CA

6/2016 - 9/2016
Salary: $0.00 USD Per Year
Hours per week: 40
Series: 0001 Special-10 Point Veteran
Pay Plan: GS - General Schedule (Ch. 51, 5 U.S.C.).
Grade: NAF
Duties, Accomplishments and Related Skills:
Supply Inventory and computer assistant troubleshooting
Supervisor: Victoria Flores-Galvan (805-606-8243)
Okay to contact this Supervisor: Yes

Substitute Teacher/School Bus Driver
Lompoc Unified School District (LUSD)
1301 North A Street
LompocLompoc, CA

8/2011 - 5/2016
Salary: $15.50 USD Per Hour
Hours per week: 15
Duties, Accomplishments and Related Skills:
Substitute teacher for all subjects in grades K thru 12th for Lompoc School District. Also, substitute school bus driver for all grades K thru 12th for Lompoc School District.
Supervisor: Francis Lemons/Human Resources (805-742-3180)
Okay to contact this Supervisor: Yes

Base IMA Administrator
US Air Force
1500 Iceland Ave
Lompoc, CA

5/1986 - 7/2010

Salary: $55,000.00 USD Per Year
Hours per week: 60
Duties, Accomplishments and Related Skills:
Maintains base level Individual Reserve program at highest level of readiness. With use of personnel data system updates and education of the individual reservists, supervisors, commanders, coordinators and trainers. Responsible for ensuring timely personnel, mobilization and training support for all Individual Reservist assigned and attached at multiple locations. Provides administrative and training support to specialized reservists, chaplains and staff judge advocates. Educates and trains Unit Reserve Program Coordinators in various CSS and military personnel flights (MPS)/FSS on their responsibilities and program issues. Promotes awareness among supervisors through publicity and training. Ensures reservist requirements are considered during peace/wartime planning. Works with local training mangers to ensure reservist remain AFSC proficient. Monitors mandatory reserve requirement to include Annual Tours (AT), Inactive Duty Training (IDT). Assists the MPS/FSS in the tracking and monitoring of Reservist activities. Acts as advisor to unit commanders, duty supervisors, and the MPS/FSS for the development, integration, and implementation of strategies supporting personnel policies and programs necessary for the effective mobilization of individual reservists for utilization during periods of contingency operations/mobilization. Key role is to prepare individual reservists for augmentation with their assigned active duty units in event of war or national emergency. Supports individual reservists assigned to Vandenberg AFB, LA AFB CA, Kirtland AFB NM and LB Johnson, TX. Fully qualified 3S091 with extensive knowledge and experience in the personnel career field to include personnel system updates, mobility and readiness. Have extensive managerial proficiency to develop and manage a stand alone program. Also fully qualified 3D071, knowledge operator with extensive CSA background.
Supervisor: None (805-606-1110)
Okay to contact this Supervisor: Contact me first

Education:
Southern Illinois University-Edwardsville Edwardsville, IL United States
Master's degree 12 / 2006
GPA: 3.2 of a maximum 4.0
Credits Earned: Semester Hours
Major: Public Administration
Southwestern Illinois College (SWIC) Belleville, IL United States
Associate's degree 5 / 2000
GPA: 3.9 of a maximum 4.0
Credits Earned: 60 Semester Hours
Major: AS-Business Management **Minor:** Deans List
Southern Illinois University-Carbondale Carbondale, IL United States
Bachelor's degree 12 / 1998
GPA: 3.6 of a maximum 4.0
Credits Earned: 120 Semester Hours
Major: Industrial Engineering Tech

References:

Name	Employer	Title	Phone	Email
Mark Farias (*)	30 CES	Base Fire Chief	805-606-3510	Mark.Farias@vandenberg.af.mil
Steve Shaw	JBT Food Tech	Assembly Installation Supervisor	559-352-2106	rocket_93021@yahoo.com

Name	Employer	Title	Phone	Email
Cindy Hanks (*)	Carthage Public School System District 307-317	Assistant Teacher - Tutor	217-219-0056	mhanks@frontiernet.net
Joe Barget (*)	Vandenberg Village Community Services Disrtict	General Manager	805-602-0381	slocojo@gmail.com
Sheri Stolfi	Northrop Grumman	Personnel Manager	321-506-0112	snqbozik@gmail.com
Chris Brooks (*)	Vandenberg Village Community Services Disrtict	Board President	805-588-1635	cbrooks@sbceo.org

(*) Indicates professional reference

Additional Information:

Proficient in Microsoft Office applications and Windows NT/XP, Access, Outlook email, Interuet, AutoCAD 14 & 2000, Minitab for Statistics, Military Personnel Database System (MILPDS), A+ course, Client Server Administrator Course (CSA). Completed formal military training in courses: Basic Administrative Technical training, PERSCO tng, Personnel Craftsman course, Information management course, all professional military educational and management courses. acquired Associate of Science degrees in both fully qualified military AFSCs; Information Management and Personnel Management. Have customer support personnel specialist experience.

Current ENTNAC Secret security clearance, 7 May 2022. Future Engineers Judge-Name the Rover for upcoming July 2020 Mars Rover mission, Boat U.S. Foundation's Online Boating Safety Course.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 20, 2022 2:08 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Wesley
Last Name	Park
Application Date	7/20/2022
Address1	1112 Abington Street
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	321-298-4943
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	Wesley.N.Park@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Wesley_Park_Resume-Planning_Zoning_Board.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Five years ago, with a desire to become more involved in my local government, I applied and was appointed to the City of Cocoa's Utilities Advisory Board (UAB), and for the past three years I've had the honor of being that board's chairman. Nearly three years ago I was also appointed as a citizen member of the Space Coast Transportation Planning Organization's (TPO's) Bicycle, Pedestrian, & Trails Advisory Committee (BTAC) and remain the only citizen-representative from our area. Serving on both the UAB and BPTAC have indeed allowed me to be more involved and to gain a much better understanding of the processes and responsibilities of our local advisory boards and committees. I'm very proud to have been raised in the City of Cocoa and just as proud to now raise my own children in the same neighborhood that my family has lived in for generations. As such I take my responsibilities as a citizen of our city seriously. I believe Cocoa has great potential to become the thriving city we all know and want it to be. Should I have the opportunity to join the Planning & Zoning Board, I will apply my practical and professional experience accordingly, while also working with and learning from our more experienced and knowledgeable

	board members to become a valued member of the board and assist in making the best decisions for our city based on the current, and future needs, of our community. Thank you for your consideration of my application. Please reach out if you have any questions or more information is required.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Wesley Norris Park
Date:	7/20/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement

Wesley N. Park

SKILLS

- Lead and collaborate with multi-discipline teams through all phases of a system Life-Cycle (design, analysis, integration, test, delivery, and sustainment) using Agile and Lean methodologies.
- Present and explain program status reports, project data findings, system test results, risk mitigation plans, and cost-effectivity analysis with internal and external customers.
- Investigate issues, troubleshoot, and identify trends to develop and implement effective corrective action plans for software, RF, electrical, network, and electro-mechanical systems.
- Comprehend and interpret wiring diagrams, and other system architecture material, to determine the specification, inspection and testing procedures, and certification methods required.
- Recommend changes in rules, policies, standards, and regulations, based on knowledge of operating conditions, system capabilities, and potential outside factors.
- Design, build, and manage test environments to evaluate performance of development parts, assemblies, or systems under simulated operating conditions.
- Provide onsite/remote technical training and support on system operation, capability, and behavior.
- Develop integration, verification, validation, and quality plans to allow efficient and reliable testing of assigned requirements, while adapting to development schedule and budget variations.

ASSIGNED PROGRAM HISTORY

Program	Company
Veterans Affairs (VA) Health Integration and Modernization (HI&M)	Booz Allen Hamilton
Sustaining and Future Inflight Entertainment Systems Development	Thales Avionics
MQ-8B Unmanned Vertical Take-Off ISR Task Force	Northrop Grumman
Naval Rotary Test and Evaluation Program	DynCorp International
Space Shuttle Operations Staff & ARES I-X Test Launch Support	United Space Alliance
AH-1W Cobra/UH-1N Huey Operations Mgmt. & Quality Assurance (QA)	United States Marine Corps

WORK HISTORY

Date	Company Name	Position Title	Location
08/2020-Present	Booz Allen Hamilton	Lead Test Engineer	Melbourne, FL
11/2018-06/2020	Thales Avionics	Product Sustaining Engineer	Melbourne, FL
01/2018-11/2018	Thales Avionics	Sr. System Test Engineer	Melbourne, FL
01/2016-01/2018	Thales Avionics	Software Test Engineer	Melbourne, FL
11/2012-01/2016	Thales Avionics	System Integration Technician	Melbourne, FL
01/2011-04/2012	Northrop Grumman Corp.	Field Technician 4 / Supervisor	Kunduz, Afghanistan
02/2010-01/2011	DynCorp International	Aircraft Phase Lead	NAS Patuxent River, MD
03/2007-12/2009	United Space Alliance	Operations Supervisor	Kennedy Space Center, FL
01/2002-01/2007	United States Marine Corps	Dept. Manager / QA (NCOIC)	Camp Pendleton, CA

COMMUNITY ACTIVITY

Date	Role	Program	Organization
05/2017-Present	Chair	Utilities Advisory Board	City of Cocoa
09/2019-Present	Member	Bicycle, Pedestrian, & Trails Advisory Committee	Space Coast TPO

EDUCATION

Date	Institution	Program	Location
05/2006-Present	Embry-Riddle Aeronautical Univ.	B.S. in Aeronautics	Melbourne, FL
07/2006-12/2006	Embry-Riddle Aeronautical Univ.	Aviation Maintenance Cert.	Camp Pendleton, CA
08/1997-05/2001	Cocoa High School	High School Diploma	Cocoa, FL

TRAINING OF NOTE

Date	Course	Training Provider
06/2018	Integration, Verification, & Validation Practitioners	Thales Avionics
07/2011	Continuous Process Improvement	Northrop Grumman
02/2006	Operational Risk Management	United States Marine Corps

E-MAIL Wesley.N.Park@gmail.com
1112 Abington Street • Cocoa, FL 32922-6801 • Phone (321) 298-4943

Legislation Details (With Text)

File #:	22-731	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/7/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Roster- Housing Authority of the City.pdf Florida Statute 421.05.pdf Cole, Thomas Board Application-revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 7, 2022
Agenda Date: December 13, 2022
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026.

BACKGROUND:

Mr. Thomas Cole has served as a member of the Housing Authority for the City of Cocoa since December 2013, when he was appointed for a one-year term. Thereafter, his terms have been four-year terms, per Florida Statutes. His current term expires on December 31, 2022. He has expressed his willingness to serve for another four years.

Pursuant to Section 421.05, Florida Statutes, Housing Authority appointments require a nomination from the Mayor and consideration by City Council. On December 6, 2022, the City Clerk's office spoke with Mayor Blake and he fully supports the reappointment of Mr. Cole.

Mr. Cole currently meets all of the qualifications for serving on a City Board and if reappointed, his new term would be through December 31, 2026.

Additionally, because the Housing Authority appointments fall under Florida Statutes, Ordinance No. 07-2021 regarding term limits for board members does not apply.

A current roster for the Housing Authority is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council confirmed Mr. Cole’s reappointment to the Housing Authority of the City of Cocoa in December, 2013; February 10, 2015; and January 9, 2019.

RECOMMENDED MOTION:

Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2026.

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements		**Meets Second Tuesday Every Month**		**Expirations in December**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Clinton Warner III ~~Buzzell, Scott L. (resident member)~~	401 G Street, Cocoa, FL 32922	321-749-6030 (C) 321-452-6411 (W)	12/14/2021 Reappointed 08/14/2018	December 31, 2025
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	01/09/2019 Reappointed 02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2022
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) marijack77@gmail.com	12/11/19 reappointed 12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2023
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/08/20 Reappointed 12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2024
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	12/14/2021 1/09/18 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2025
LIAISON		Mayor Blake: 474-1758	Updated 12/20	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of

the authority require a larger number. The mayor with the concurrence of the governing body shall designate the first chair from among the appointed commissioners, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among the commissioners. An authority shall also select from among the commissioners a vice chair, and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. Accordingly, authorities are exempt from s. 215.425. An authority may call upon the chief law officer of the city or may employ its own counsel and legal staff for legal services. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103; s. 14, ch. 2016-210.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Thomas Cole Application Date: 12/08-22

Street Address, Including Zip Code: 3219 Bayfield, Cocoa FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: 321-634-5462 Pager: _____ Cell: _____

Place of Business: Emma Jewel Charter Academy

Title/Position Held: Principal

Date of Birth[2] Cocoa

Email Address: thomas.cole@emmajewelcharter.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

X	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
X	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	_____
Do you own property or a business in Cocoa?	Yes	X	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	_____

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any None

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ____

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes X No ____

Emma Jewel Charter Academy has done business with the City of Cocoa

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I'm currently serving on the Cocoa Housing Committee. I have served for over 6 years

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X	African-American
____	Asian-American
____	Hispanic-American
____	Native American
____	Caucasian

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Legislation Details (With Text)

File #:	22-667	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	11/2/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)				
Sponsors:					
Indexes:	Pension				
Code sections:					
Attachments:	Ordinance No. 16-2022 Police Pension Plan Pre-Retirement Death (First Reading 12-13-22).pdf Cocoa_Police_No_Impact_Letter_Pre-Retirement_Death_Amendment.pdf Letter to Whitten.pdf (00223533xBC171).PDF				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2022
Agenda Date: December 13, 2022
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton E. Whitten, City Manager
Requested Action:
Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

BACKGROUND:

The City of Cocoa has an established Police Officers' Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's Police Officers.

At the August 17, 2022 Pension Board Meeting the board members discussed amending the pre-retirement death benefit options. The board's pension attorney Stu Kaufman of Office of Klausner, Kaufman, Jensen, and Levinson drafted an ordinance proposing code changes under Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the City's Code. This proposed ordinance was submitted to the City's pension attorney Glenn Thomas of Lewis, Longman & Walker for review. After this review, the proposed changes related to the pre-retirement death benefits were kept after slight tweaking of the language.

Per Section 2-200 of the Police Pension code, there are optional forms of benefits that are typically elected at the time of retirement or when the member enters the DROP that give options for joint survivor benefits following the death of the retiree. With this proposed change, in the event a member is eligible for normal retirement prior to death, the pension benefit for the spouse or non-spouse beneficiary will be applied as if the member had chosen the 100% joint and survivor option. This benefit would be the actuarially equivalent of the normal form of retirement benefit option and calculated as if the member had retired immediately prior to their death.

This proposed ordinance change does not have a budgetary impact associated with the change as the lifetime benefit would be calculated to be the actuarial equivalent of the current benefit. The pension plan's actuary has provided a "no impact" statement, which is attached to the agenda item as a reference. This letter will also be provided to the State of Florida Division of Retirement Services upon ordinance adoption.

The proposed ordinance includes the following amendments to the pension plan:

1. Section 2-197, Preretirement death, (b)(2) and (c)(2) subsections have both been amended if the deceased member was eligible for normal retirement, the spouse or beneficiary shall receive a benefit payable for life, calculated as if the member had retired immediately prior to their death and had chosen the 100% joint and survivor option, which benefit shall be the actuarial equivalent of the normal form of retirement benefit option. This is a greater benefit than the ten years of benefits previously provided to the spouse or beneficiary however; there is still no additional impact to the plan since the benefit is the actuarial equivalent to what would have been provided to the member as a retiree.

2. Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

3. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

4. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

Prior to bringing this ordinance to City Council notice was provided to Central Florida Police Benevolent Association (CFPBA) of the proposed change and obtain mutual agreement to bring this ordinance forward. Although there is no impact for this change, it is considered a pension improvement so the City is required to collectively bargain the change to the benefit. On November 28, 2022, the City received agreement from CFPBA representative Al Boettjer for the proposed ordinance.

City Staff recommends approval of Ordinance No. 16-2022, due to the risk of police, this benefit change will help ensure the survivor spouse of our police officers are protected in the event of a pre-retirement death.

The second reading of this Ordinance is scheduled for the January 10, 2023 City Council Meeting. It will also be advertised as a public hearing. The Ordinance shall be effective immediately upon

adoption by the City Council after the second reading.

STRATEGIC PLAN CONNECTION:

Employees: Protecting pension benefits for employees and their survivor spouses is important to help prepare employees for retirement.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

At a Regular City Council on November 10, 2020, Council approved an Ordinance change related to the minimum distribution for changes under the Secure Act.

RECOMMENDED MOTION:

Ordinance No. 16-2022/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan Section 2-197, Pre-Retirement Death; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

powered by Legistar™

ORDINANCE NO. 16-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-197, PRE-RETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-197, Pre-Retirement Death, to read as follows:

2-197 Pre-Retirement Death

(a) Prior to vesting or eligibility for retirement. The beneficiary of a deceased member who was not receiving monthly benefits or who was not yet vested or eligible for normal retirement shall receive a refund of one hundred (100) percent of the member's accumulated contributions, with interest.

(b) Deceased members vested or eligible for retirement with spouse as beneficiary. This subsection (b) applies only when the member's spouse is the sole designated beneficiary. The spouse beneficiary of any member who dies and who, at the date of his death was vested or eligible for normal retirement, shall be entitled to a benefit as follows:

(1) If the member was vested, but not eligible for normal retirement, the spouse beneficiary shall receive a benefit payable for ten (10) years, beginning on the date that the deceased member would have been eligible for normal retirement, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death, if applicable. The spouse beneficiary may also elect to receive an immediate benefit, payable for ten (10)

years, which is actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.

(2) If the deceased member was eligible for normal retirement, the spouse beneficiary shall receive a benefit payable for life, calculated as if the member had retired immediately prior to their death and had chosen the 100% joint and survivor option, which benefit shall be the actuarial equivalent of the normal form of retirement benefit option. ~~ten (10) years, beginning on the first day of the month following the member's death or at the deceased member's otherwise normal retirement date, at the option of the spouse beneficiary.~~ The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death.

(3) A spouse beneficiary may not elect an optional form of benefit, however, the board may elect to make a lump sum payment pursuant to section 2-200, subsection (g).

(4) A spouse beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased member's accumulated contributions.

(5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained seventy and one-half (70½) for members who would have attained age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who would have attained age seventy and one-half (70½) on or after January 1, 2020.

(6) If the surviving spouse beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the spouse beneficiary's estate in a lump sum.

(c) Deceased members vested or eligible for retirement with non-spouse beneficiary. This subsection applies only when the member's spouse is not the beneficiary or is not the sole designated beneficiary, but there is a surviving beneficiary. The beneficiary of any member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

(1) If the member was vested, but not eligible for normal or early retirement, the beneficiary will receive a benefit payable for ten (10) years. The benefit will begin by December 31 of the calendar year immediately following the calendar year in which the member died. The benefit will be calculated as for normal retirement based on the deceased member's credited service and average final compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.

(2) If the deceased member was eligible for normal or early retirement, the beneficiary will receive a benefit payable for life calculated as if the member had retired immediately prior to their death and had chosen the 100% joint and survivor option, which benefit shall be the actuarial equivalent of the normal form of retirement benefit option. ~~ten (10) years, beginning on the first day of the month following the member's death.~~ The benefit will be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced for early retirement, if applicable.

(3) A beneficiary may not elect an optional form of benefit, however the board may elect to make a lump sum payment pursuant to section 2-200, subsection (g).

(4) A beneficiary, may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased member's accumulated contributions.

(5) If a surviving beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving beneficiary's estate by December 31 of the calendar year of the beneficiary's death in a lump sum.

(6) If there is no surviving beneficiary as of the member's death, and the estate is to receive the benefits, the actuarial equivalent of the member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.

(7) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

SECTION 2: Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 3: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF _____, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

1ST READING: December 13, 2022

2ND READING AND ADOPTION: _____

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

November 2, 2022

VIA EMAIL

Board of Trustees
City of Cocoa
Police Officers' Retirement Plan
c/o Sheila Hutcheson, Plan Administrator
3860 Grantline Road
Mims, FL 32754

Re: City of Cocoa Police Officers' Retirement Plan

Dear Board:

We have reviewed the proposed ordinance amending the plan as follows:

Section 2-197, Pre-Retirement Death, is amended to allow for an officer eligible for normal retirement to have their beneficiary receive a monthly lifetime benefit calculated as if the member retired immediately prior to their death and had chosen the 100% joint and survivor option. This benefit shall be the actuarial equivalent of the normal form of the retirement benefit option.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA



Writer's Email: stu@robertdklausner.com

October 27, 2022

Via Email: swhitten@cocoafl.gov

Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: City of Cocoa Police Officer's Retirement Plan

Dear Mr. Whitten,

The undersigned serves as legal counsel for the City of Cocoa Police Officer's Retirement Plan (the "Plan"). Upon the recommendation of the Board of Trustees of the Plan, enclosed herewith for your consideration is an ordinance addressing preretirement death benefits for police officers meeting normal retirement eligibility who have not retired from the City. Currently, the Plan provides a preretirement death benefit payable to a spouse or beneficiary for a period of ten (10) years. The proposed ordinance would allow an officer eligible for retirement to select a benefit prior to retiring that would pay the benefit for the lifetime of the spouse or named beneficiary. The ordinance would not have a cost associated with the change as the lifetime benefit would be calculated to be the actuarial equivalent of the current benefit.

Please place this matter on an upcoming agenda for Council consideration. The Plan will provide you with an actuarial impact statement confirming the ordinance to have no cost. Passage of the ordinance is in the best interests of Plan members as it would provide them with peace of mind that their spouse/beneficiary will have a benefit for their lifetime which otherwise would be cut off after ten (10) years. Please let me know if you would like to discuss further. We appreciate your consideration of this most important matter.

Very truly yours,

/s/ Stuart A. Kaufman
STUART A. KAUFMAN

SAK/yv
Enclosure

cc: Sheila Hutcheson
Doug Lozen

Legislation Details (With Text)

File #:	22-706	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/16/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in and around the pool, basketball court and parking areas. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-023-T-CD-JLS Cameras GF Portion (12-13-22) Agenda 22-706.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2022
Agenda Date: December 13, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in and around the pool, basketball court and parking areas.

BACKGROUND:

At the October Diamond Square CRA meeting, the Agency discussion the proposal to purchase and install four cameras at the Dr. Joe Lee Smith Center for the purposes of recording activities outside of the center, specifically the pool area, basketball court and west parking lot. There have been reports/concerns about individuals climbing the fence and entering the pool area with the gates locked. Staff were directed to bring a proposal back to the Agency for approval.

At the October meeting, the Agency expressed concerns about funding the entire cost of the project. At the direction of the City Manager, the City would pay for 50% of the costs and the Diamond Square CRA would pay for the 50% of the costs. Once purchased and installed, the cameras will be directly linked to the Police Department for review purposes in the event of a reported incident.

Staff is requesting approval of a Budget Resolution amending the FY2023 Budget in the amount of $12,229 to be transferred from Contingency to the Community Services Department.

STRATEGIC PLAN CONNECTION:

Implement proactive, community-based solutions to build strong community relations.

BUDGETARY IMPACT:

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

BAF # 23-023-T

Amount Requested	$(12,229)
Account Number	001-1600-513-39-00
Account Name	Contingency

Amount Requested	$12,229
Account Number	001-3200-515-56-15
Account Name	IT operating

Source of Funds: GF Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget (BAF23-023-T) in the amount of $12,229, for the purchase of four (4) cameras to be installed on the exterior building of the Dr. Joe Lee Smith Center for the purposes of recording activities in and around the pool, basketball court and parking areas.

powered by Legistar™

RESOLUTION NO. 2022-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 26, 2022; 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 2022-2023 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 13th day of December 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-023-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 12/01/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 12,229)	001-1600-513.39-00		GF Contingency	$ 223,713	$ 223,713	$ 211,484	$ 223,713
$ 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
($ 12,229)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,229	001-3200-515.56-15		CS - IT Hardware	$ 276	$ 276	$ 12,505	$ 276
$ 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
$ 12,229	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the October DS CRA meeting, the Agency voted to fund 1/2 of the cameras to be installed at the Dr. Joe Lee Smith Center and the City agreed to fund 1/2 of the cameras. This BAF transfers funds from Contingency to Community Services IT Hardware for the purchase of 4 cameras related equipment for the installation. Agenda 22-706 (12-13-2022) Council.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/13/22 *RESOLUTION #:* 2022-129

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

12/1/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.12.01 10:51:01 -05'00'	12/13/22	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2022.12.01 14:51:44 -05'00'			
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature	
12/1/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.12.01 10:51:25 -05'00'	12/6/22	Lora Howell	Digitally signed by Lora Howell Date: 2022.12.06 09:10:06 -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 #:	22-717	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/30/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400. (Public Works Director/Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	120522 - TSI Disaster - $82,000.pdf Construction Contingency Resolution.pdf Bid Tabulation Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2022
Agenda Date: December 13, 2022
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400.

BACKGROUND:

On November 9th-10th, 2022, Hurricane Nicole imposed significant damage to both sets of Day Slips at Lee Wenner Park. This damage was substantial and the two-day slip structures are a total loss.

Demolition work would includes:

1) Remove pilings, transport and store at Public Works
2) Remove both gangways, transport and store at Public Works.
3) Remove and dispose of remaining floating structures
4) Repair any railing that has been damaged

This work was bid out to the four Marine Contractors on CSA and the intent of this project is to remove all of the day slip structures and associated components from the basin. The bid listing is below:

TSI Disaster Inc - $82,000
C&D Construction - $189,707
RUSH Marine - $276,292
UESI - Non-Responsive

STRATEGIC PLAN CONNECTION:

The Day Slips were an integral part of the Waterfront Master Plan. This is a waterfront amenity that improved the Image and Economic Development to the benefit of the citizens of the City of Cocoa.

BUDGETARY IMPACT:

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

Amount Requested	$98,400
Account Number	_Emergency/Disaster Svcs/Infrastructure
Account Name	_001-1601-525.63-00
Project Number	_ES23NC_

Hurricane Nicole expenditures will be funded through the Emergency Disaster Division and the Budget provided with one comprehensive Budget Amendment.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve for the removal of the damaged waterfront day slips during Hurricane Nicole to TSI Disaster, Inc. Authorize the City Manager to approve the Task Order under RFQ-18-15-COC-C and issue the related Purchase Order TSI Disaster, Inc. Approve the related Contingency Resolution for any Task Order Modifications and related Change Orders, not to exceed 20% or $16,400 of the total project cost, for a total project cost of $98,400.

TSI Disaster Recovery
2323 S. Babcock Street
Melbourne, FL 32901

ESTIMATE

Date
12/5/2022

Name / Address
City of Cocoa Frank Mirabito Project Manager 155 N. Wilson Ave Cocoa, FL 32922

Estimate #
EST2022-32

Description	Item	Qty	Rate	Total
Hurricane Nicole -Lee Wenner Park Boating Basin Damage Restoration	Demolition/Debris removal	1	82,000.00	82,000.00

Phone #	Fax #	E-mail
407-891-8005	407-891-9005	info@tsidisaster.com

Total $82,000.00

RESOLUTION NO. 2022-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE TASK ORDER CHANGE ORDERS TO THE CONTRACT FOR THE DEMOLITION OF THE HURRICANE DAMAGED DAY SLIPS PROJECT IN THE COCOA WATERFRONT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $16,400.00 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract, provided the total amount of approved change orders do not cause the construction budget to exceed the total $98,400 budgeted by the City Council for this project inclusive of the $16,400 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on December 13, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CITY OF COCOA
TASK ORDER BID TABULATION SHEET

Lee Werner Park Boat Ramp Debris Removal - Hurricane Nicole
RFQ 18-15-COC Marine Construction Services - Continuing Services Agreement

December 5, 2022

#	Task	TSI Disaster Recovery	C&D Construction Inc.	RUSH Marine	USAI
1	General Conditions – Mobilization / Demobilization / Insurance	$10,000.00		$133,023.00	
2	MOT including vehicle and pedestrian safety	$6,000.00		$6,026.00	
3	As-built bathymetric survey from T-dock west to the Promenade wall, including previous day slips and boat ramps	$10,000.00		$5,175.00	
4	Erosion, sedimentation, and turbidity control	$3,000.00		$21,116.00	
5	Removal of 14 Day Slip pilings, transportation and delivery to Public Works @ 155 N. Wilson Ave, Cocoa, FL 32922	$21,000.00		$40,432.00	
6	Removal of 2 Aluminum gangways, transportation and delivery to Public Works @ 155 N. Wilson Ave, Cocoa, FL 32922	$3,600.00		$5,484.00	
7	Removal and proper disposal of remaining concrete floating day slips docks. This includes Disposal fees.	$8,000.00		$31,135.00	
8	Additional Work: a. Straighten slow speed sign in the water just south of the boat ramps b. Repair or replace landside stainless steel railing, posts, and top rail as necessary with related concrete sidewalk repairs.	$3,200.00		$16,842.00	
9	Disconnect the power lines from the day slips. Coil these power cables into the land side boxes for potential future use.	$2,200.00		$3,692.00	
10	Clean Debris within the boating basin.	$15,000.00		$13,367.00	
11	Work to be performed in compliance with federal terms and conditions as attached	$0.00		$0.00	
	Total	**$82,000.00**	**$189,707.00**	**$276,292.00**	**No Bid**

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

Legislation Details (With Text)

File #:	22-671	**Version:**	1	**Name:**	October, 2022 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 10/31/2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 10.31.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 4, 2022
Agenda Date:	December 13, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 10/31/2022**.**

BACKGROUND:

The following reports for the period October 01, 2022, through October 31, 2022 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.

powered by Legistar™



Purchase Order Approvals 10-01-22 thru 10-31-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 8

City Manager = 4

City of Cocoa CRA Board = 0

City Council = 4

Purchase Order Approvals 10-01-22 thru 10-31-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten

4 Purchase Order Approved by City Manager

Prepared by Purchasing 11/4/2022

Purchase Order Approvals 10-01-22 thru 10-31-22
$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 11/4/2022

Purchase Order Approvals 10-01-22 thru 10-31-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council

4 Purchase Order Approved by City Council

Prepared by Purchasing 11/4/2022

Legislation Details (With Text)

File #:	22-722	**Version:**	1	**Name:**	November, 2022 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/1/2022			**In control:**	City Council
On agenda:	12/13/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 11/30/2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 11.30.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 1, 2022
Agenda Date:	December 13, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 11/30/2022**.**

BACKGROUND:

The following reports for the period October 01, 2022, through November 30, 2022 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.

powered by Legistar™



Purchase Order Approvals 10-01-22 thru 11-30-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 14

City Manager = 9

City of Cocoa CRA Board = 0

City Council = 5

Purchase Order Approvals 10-01-22 thru 11-30-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	10/31/2022	Stockton Whitten
80272	11/1/2022	IM Solutions, Inc	$ 41,517.68	10/31/2022	Stockton Whitten
80295	11/1/2022	Hach Company	$ 47,582.64	10/31/2022	Stockton Whitten
80359	11/16/2022	Enterprise FM Trust	$ 43,868.00	11/15/2022	Stockton Whitten
80360	11/16/2022	Alan Jay Cheverolet Buick GMC	$ 42,296.00	11/15/2022	Stockton Whitten

9	**Purchase Order Approved by City Manager**

Prepared by Purchasing 12/1/2022

Purchase Order Approvals 10-01-22 thru 11-30-22
$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 12/1/2022

Purchase Order Approvals 10-01-22 thru 11-30-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council
80276	11/1/2022	United Self Insured Services	$ 50,000.00	8/22/2017	City Council

5 Purchase Order Approved by City Council

Prepared by Purchasing 12/1/2022