City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, December 12, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-616 Approve the Agenda for the Regular meeting of December 12, 2018, as presented or with amendments.

Attachments: 12-12-18 Short Agenda.pdf

MINUTES:

II.2(a) 18-527 Approve the Minutes of the District 3 Town Hall Meeting on August 21, 2018, as written or with amendments.

Attachments: 08-21-18 District 3 Town Hall Minutes.pdf

II.2(b) 18-529 Approve the Minutes of the Regular meeting of October 10, 2018, as written or with amendments.

Attachments: 10-10-18 Minutes.pdf
Letter from Matt Phillips.pdf
CRA Plan Presentation.pdf

II.2(c) 18-617 Approve the Minutes of the District 4 Town Hall Meeting on October 16, 2018, as written or with amendments.

Attachments: 10-16-18 District 4 Town Hall Meeting.pdf
District 4 Town Hall Statistics.pdf
District 4 Incidents & Cases Report.pdf
Code Enforcement Activity Report.pdf
Fire Department Presentation.pdf
District 4 Town Hall Meeting 10-16-18.pdf

II.2(d) 18-630 Approve the Minutes of the Regular Meeting of October 24, 2018, as written or with amendments.

Attachments: 10-24-18 Minutes.pdf
Exhibit A: Sister City Presentation.pdf
Exhbiit B: Ordinance 06-2018 Height Amendment.pdf
Exhibit C:Cocoa CRA Redevelopment Plan Update Cocoa CRA City Council 2n

II.2(e) 18-631 Approve the Minutes of the regular meeting of November 14, 2018, as written or with amendments.

Attachments: 11-14-18 Minutes.pdf

II.2(f) 18-618 Approve the Minutes for the Special City Council Meeting (Swearing In Ceremony) of November 20, 2018, as written or with amendments.

Attachments: 11-20-18 Swearing In Minutes.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-533 Approve Task Order 2019-94 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System at the Dyal Water Treatment Plant. (Utilities Director)

Attachments: Cocoa SCADA Routine Services FY19 SOW 110618 revised 11.18
TO (2019-94) CH2M--11.6.18 $175000 - UT-DY

V.2 18-548 Approve the FY 2018-2019 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $446,472.26 and to approve a Resolution amending the FY2019 budget. (Community Services Director)

Attachments: City of Cocoa Disbursement Agreement 18-19
Budget Resolution FY 2019
BAF 19-031 -CD-HOME Disbursement (12-12-18)~ Agenda 18-548 - FY19.pdf

V.3 18-571 To Approve an exemption to the Competitive Bidding Process in the best interest of the City for the Purpose of Making a Purchase through E.H. Wachs for Twin Turner Valve Maintenance Trailer and Associated Equipment

Attachments: Proprietary Sole Source List Current as of 8-2-18.pdf
Quote DW107968.pdf

V.4 18-578 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two (2) New Replacement Chillers from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments: Trane Quote 1692485
Trane COI
Budget Resolution - Chillers FY 2019
BAF 19-026 -Dyal-Chillers (12-12-18)~ Agenda 18-578 - FY19.pdf
Resolution - Sole Source.doc

V.5 18-609 Approve the purchase of 25 new MSA Self-Contained Breathing Apparatuses and related equipment for $159,955.70 that is in the Fiscal Year 2019 Capital Improvement Plan, through the use of Lake County's Contract. (Fire Chief)

Attachments: SCBA Quote.pdf
17-0606L Mod 1 - signed.pdf
17-0606L mod 2(1).pdf
Lake County original 17-0606L.contract.pdf

V.6 18-613 Award Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement, Series 2018B Bond Project No. WS18DP to E&D Contracting Services Inc., Savannah, Georgia, in the Amount of $260,795; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $26,079.50 (10% of the Contract Amount) for a Total Series 2018B Bond Related Project Cost of $286,874.50. (Utilities Director)

Attachments: B-19-09-COC FINAL MEMO
B-19-09-COC Tabulation Sheet
Res Proj Contingency - Reactor Clarifier #1
Form of Agreement.pdf

VI. PUBLIC HEARINGS:

VI.1 18-622 Conduct a Public Hearing in accordance with the requirements of 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)

Attachments: Substantial Amendment.Section 108 Loan AdOrderConf
CPP - HOME Consortium approved 3-3-15
DR JLS CTR - CONCEPT RENDERING
DR JLS CTR - CONCEPT SITE PLAN
DR JLS CTR FLOOR PLAN

VI.2 18-624 Ordinance No. 12-2018/Second Reading: Adopt the revised Landscape Ordinance. (Community Services Director)

Attachments: 12-2018 Ordinance re Landscape Requirements
Legal Ad Proof - Landscape Ord

VI.3 18-625 Approve with conditions The Cottages preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code in order to subdivide three (3) parcels totaling +/- 1.03 acres into eighteen (18) townhome lots. (Community Services Director)

Attachments: Pre-Subdiv plans - The Cottages 11-15-18
COTTAGES PLAT (11-16-18)
Legal Ad Proof - 3 Pre-Subdivisions

VI.4 18-635 Pass on First Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC. (Community Services Director)

Attachments: 13-2018 Ordinance - Rezone Lakeside Palms West
Binding Development Agreement - Lakeside Palms West.pdf
Exhibit A - Legal Description and Map - Lakeside Palms West
Exhibit B - Concept Plan - Lakeside Palms West Plat 11-13-18.pdf
Legal Ad Proof - Rezone

VI.5 18-636 Postpone until the regular City Council meeting of January 9, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (Community Services Director)

Attachments: Legal Ad Proof - 3 Pre-Subdivisions
Location Map - Lakeside Palms West

VI.6 18-639 Postpone until the regular City Council Meeting of January 9, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)

Attachments: Legal Ad Proof - 3 Pre-Subdivisions

VII. COUNCIL BUSINESS:

VII.1 18-597 Approve the requested 2019 street closures in association with the proposed Special Events. (Leisure Services Manager)

Attachments: 2_2019_RC_Council_Agenda

VII.2 18-615 City Council Liaison Appointments, Appointment of the Space Coast League of Cities Voting Delegate and Alternate, and Florida League of Ciites Voting Delegate and Alternate for 2019. (Administrative Services Director)

Attachments: 12-12-17 Journal Page 3.pdf

12-12-18 Journal Page 4.pdf

Voting Delegate Email and Form.pdf

VII.3 18-638 Consideration of a Code Lien Satisfaction Agreementt with Gladys Thomas. (City Attorney)

Attachments: Code Satisfaction Agreement - Gladys Thomas 12.7.18.pdf

VII.4 18-640 City Council direction regarding the placement of picnic tables at the Lee Wenner Park Pavilion.

VIII. CITY BUSINESS:

MULTI-YEAR CONTRACTS:

VIII.I 18-583 Approve Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements(Chase Hammock), Project No. WS1431, in the amount of $1,119,134.70; To Approve as a Multi-Year Contract from FY2019 through FY2020; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $111,913.47 (10% of the Contract Amount) for a Total Project Cost of $1,231,048.17; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments: TO (2019-25) Atlantic Dev (11-14-18)-$1119134.70 -- UT
T.O. 2019-25 Proposal N. Trop Looping Improv
WS131 Quote Tabulation Sheet (Rev).pdf
Res Proj Contingency - N. Trop Trl Looping
Budget Resolution - N. Trop Trl Looping-FY19
BAF 19-027 -UT-WS1431 $1231049 (12-12-18) Agenda 18-583 - FY19.pdf

VIII.2 18-623 Approval of a First Addendum extending the term of the professional services agreement with Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa through December 31, 2020. (Administrative Services Director)

Attachments: 2018 Agreement for Professional Services-executed
FIRST ADDENDUM

IX. INFORMATIONAL AGENDA:

IX.1 18-614 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: October 2018 Monthly Financial Report.pdf

IX.2 18-634 Information on Waste Management Contract Services. (Public Works Director)

Attachments: WM Contract.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-616	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/27/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 12, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-12-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 12, 2018, 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 12, 2018, as presented or with amendments.

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AGENDA

(Amended)[1]

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

December 12, 2018

DATE: Dece□ □er 12, 2018	**LOCATION:** Ci□ Council C□a□ □er□
TIME: 6:00 □.□.	6□ S□one S□ree□, Cocoa

I. OPENING MATTERS:

Call □o Order
Invoca□ion
Pled□e o□ Alle□iance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. A□enda: Re□ular Mee□in□ o□ Dece□ □er 12, 2018 (18□616)
2. Minu□e□: (a) Di□ric□ 3 To□n Hall Mee□in□ o□ Au□u□ 21, 2018 (18□627)
   (□) Re□ular Ci□ Council Mee□in□ o□ Oc□o□er 10, 2018 (18□629)
   (c) Di□ric□ 4 To□n Hall Mee□in□ o□ Oc□o□er 16, 2018 (18□617)
   (d) Re□ular Ci□ Council Mee□in□ o□ Oc□o□er 24, 2018 (18□630)
   (e) Re□ular Ci□ Council Mee□in□ o□ Nove□ □er 14, 2018 (18□631)
   (□) S□ecial Ci□ Council Mee□in□ o□ Nove□ □er 20, 2018 (18□618)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax□a□er□ o□ □e Ci□ (u□on an□ □u□ec□ o□ □eneral or □u□lic in□ere□), Ci□ e□□lo□ee□ (re□ardin□ □i□/□er e□□lo□□en□), □a□er and □e□er cu□□o□er□ (on □a□er□ rela□ed to the City's water and/or □e□er □□□e□), and an□ □er□on on an□ i□e□ on □e a□enda (exce□□ *Emergency items, Ministerial items, Quasi-judicial items, and*

[1] Titles of Items Changed Under Public Hearing Items VI.3-6

Public Hearing items), □a□addre□□ □□e Ci□□ Council under Dele□a□ion□ □□ illin□ ou□a □□ea□er card.

S□ea□er card□ are loca□ed in □□e Council C□a□ □er lo□□□ and □□ould □e □rovided □o □□e Ci□□ Cler□. Plea□e o□□erve □□e i□ e li□i□o□ive (□) □inu□e□ □□ile □□ea□in□ under Dele□a□ion□. Dele□a□ion□ □□all □e li□i□ed □o □ir□□ (30) □inu□e□ unle□□ ex□ended □□ Council.

V. CONSENT AGENDA:

1. A□□rove Ta□□ Order 2019□94 □i□□ CH2M Hill En□ineer□, Inc. □or SCADA Su□□or□ □or Rou□ine Main□enance and On□call Service□ o□ □□e Wonder□are Arc□e□ra SCADA S□□e□ a□□□e D□al Wa□er Trea□□en□ Plan□. (18□□33). (U□ili□ie□ Direc□or)

2. A□□rove □□e FY 2018□2019 HOME Di□□ur□e□ en□A□ree□en□□e□□een □□e Ci□□ o□ Cocoa and Brevard Coun□□ in □□e a□oun□ o□ □446,472.26 and □o a□□rove a Re□olu□ion a□endin□ □□e FY2019 □ud□e□. (18□□48). (Co□ □uni□ Service□ Direc□or)

3. A□□rove an exe□ □ion □o □□e Co□ □e□i□ive Biddin□ Proce□□ in □□e □e□□in□ere□□ o□ □□e Ci□□ □or □□e Pur□o□e o□Ma□in□a Purc□a□e □rou□□ E.H. Wac□□ □or T□in Turner Valve Main□enance Trailer and A□□ocia□ed E□ui□□ en□. (18□□71). (U□ili□ie□ Direc□or)

4. A□□rove a Re□olu□ion Waivin□ □□e Co□ □e□i□ive Biddin□ Proce□□ □or □□e Pur□o□e o□ Ma□in□a Sole Source Purc□a□e o□T□o (2) Ne□ Re□lace□ en□C□iller□ □ro□ Trane U.S. Inc., Mai□land, Florida, □or □□e D□al Wa□er Trea□□en□ Plan□□To A□□rove a Re□olu□ion A□endin□ □□e FY2019 Bud□e□. (18□□78). (U□ili□ie□ Direc□or)

□. Council a□□rove □□e □urc□a□e o□ 2□ ne□ MSA Sel□Con□ained Brea□□in□ A□□ara□u□e□ and rela□ed e□ui□□ en□□or □1□9,9□□.70 □a□i□in □□e Fi□cal Year 2019 Capital Improvement Plan, through the use of Lake County's Contract. (18□609). (Fire C□ie□)

6. A□ard Bid □B□19□09□COC, Reac□or Clari□ier □1 E□luen□Pi□e Re□lace□ en□, Serie□ 2018B Bond Pro□ec□No. WS18DP □o E□D Con□rac□in□ Service□ Inc., Savanna□, Geor□ia, in □□e A□oun□ o□□260,79□□To A□□rove a Re□olu□ion Au□□ori□in□ □□e Ci□□ Mana□er □o A□□rove and Execu□e C□an□e Order□ in an A□oun□No□To Exceed □26,079.□0 (10□ o□□□e Con□rac□A□oun□) □or a To□al Serie□ 2018B Bond Rela□ed Pro□ec□Co□□o□□286,874.□0. (18□613). (U□ili□ie□ Direc□or)

VI. PUBLIC HEARINGS:

1. Conduc□ a Pu□lic Hearin□ in accordance □i□□ □□e re□uire□en□ o□ 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's a□□roved FY2018/2019 Ac□ion Plan in connec□ion □i□□ a □ro□o□ed a□□lica□ion □o □□e U.S. De□ar□□en□ o□ Hou□in□ □ Ur□an Develo□□en□ (HUD) □or a □894,44□ Sec□ion 108 Loan. (18□622). (Co□□uni□□ Service□Direc□or)

2. Ordinance No. 12□2018/2nd Readin□: Ado□□□□e revi□ed Land□ca□e Ordinance. (18□624). (Co□□uni□□ Service□Direc□or)

3. A□□rove □i□□ condi□ion□ T□e Co□a□e□ □reli□inar□ □u□divi□ion con□i□en□□i□□ C□a□□er 18 o□□□e Ci□□ o□ Cocoa Code in order □o □u□divide □ree (3) □arcel□ o□alin□ □/□1.03 acre□ in□o ei□□□een (18) □o□n□o□e lo□□. (18□62□). (Co□□uni□□ Service□ Direc□or)

4. Pa□□ on Fir□□ Readin□ Ordinance 13□2018: A Zonin□ Ma□ A□end□en□ □or a□□roxi□a□el□27.62 acre□ o□ land □ro□ RU□1□7 (Sin□le Fa□il□Re□iden□ial) □o RU□ 2□1□(Mul□i□le□Fa□il□Re□iden□ial), □u□□ec□□o a Develo□□en□A□ree□en□□e□□een □□e Ci□□ o□Cocoa and Vic□or□ Jud□□en□, LLC. (18□63□). (Co□□uni□□ Service□ Direc□or)

□. Po□□□one un□il □□e re□ular Ci□□ Council □ee□in□ o□ Januar□ 9, 2019 con□idera□ion o□ □□e La□e□ide Pal□□ We□□ Preli□inar□ Su□divi□ion. (18□636). (Co□□uni□□ Service□Direc□or)

6. Po□□□one un□il □□e re□ular Ci□□ Council Mee□in□ o□ Januar□ 9, 2019 con□idera□ion o□ □□e London Cove □reli□inar□ □u□divi□ion. (18□639). (Co□□uni□□ Service□ Direc□or)

VII. COUNCIL BUSINESS:

1. A□□rove □□e re□ue□ed 2019 □ree□clo□ure□ in a□□ocia□ion □i□□ □□e □ro□o□ed S□ecial Even□. (18□□97). (Lei□ure Service□Mana□er)

2. Ci□□ Council Liai□on A□□oin□□en□ and A□□oin□□en□o□□□e S□ace Coa□□Lea□ue o□Ci□ie□ Vo□in□ Dele□a□e and Al□erna□e, and Florida Lea□ue o□Ci□ie□ Vo□in□ Dele□a□e and Al□erna□e □or 2019. (18□61□). (Ad□ini□ra□ive Service□Direc□or)

3. Con□idera□ion o□a Code Lien Sa□i□fac□ion A□ree□en□□i□□ Glad□□ T□o□a□. (18□ 638). (Ci□□ A□□orne□)

4. City Council direction regarding the placement of picnic table at the Lee Wenner Park Pavilion. (18-640). (Assistant City Manager)

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approve Task Order 2019-2 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvement (Cache Hash), Project No. WS1431, in the amount of $1,119,134.70; To Approve as a Multi-Year Contract for FY2019 through FY2020; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Order in an Amount Not To Exceed $111,913.47 (10% of the Contract Amount) for a Total Project Cost of $1,231,048.17; To Approve a Resolution Amending the FY2019 Budget. (18-583). (Utilities Director)

2. Approval of a First Addendum extending the term of the professional services agreement with Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa through December 31, 2020. (18-623). (City Manager)

IX. INFORMATIONAL AGENDA:

1. Data pooling the relationship between the estimated and actual income and expenses to date. (18-614). (Finance Director)

2. Information on Waste Management Contract Services. (18-634). (Public Works Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Members of the public desiring to speak on public hearing items, but not entitled to be heard by the City Council, are not entitled to any immediate response from either administrative staff members or Council once the public hearing is closed. However, Council discussion may include a response. No question by the public should be addressed directly to the Administrative Staff.

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

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

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

This is a public meeting. All interested parties are advised that the facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the American With Disabilities Act, any person 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 Seal, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via e-mail at cseal@cocoafl.org.

Legislation Details (With Text)

File #:	18-527	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes of the District 3 Town Hall Meeting on August 21, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-21-18 District 3 Town Hall Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 3 Town Hall Meeting on August 21, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 3 Town Hall Meeting on August 21, 2018, as written or with amendments.

MINUTES

City of Cocoa
District 3 Hall Meeting

August 21, 2018

A District 3 Town Hall Meeting was held on Tuesday, August 21, 2018 at the Lotus Lake Clubhouse, 140 Lotus Lake Drive, Cocoa, Florida, as duly noticed.

I. OPENING MATTERS:

City Manager Tim Hanick called the meeting to order at 6:00 p.m.

Present:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whittle, Jr.	Councilman
	John Tim Hanick, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Colleen O'Donnell	Recording Technician

Councilman Boisvert announced before the introductions that there will be "No Political Campaigning" on city time. Councilman Boisvert then proceeded to introduce the remainder of Council.

Assistant City Manager Matt Fuhrer introduced the remainder of the representatives:

Ed Weeri, Public Works Director Gene Prince, Fire Chief Michael Canalouse, Chief of Police Jack Wall, Utilities Director Karen Hamilton, Community Service Director Tad Gagnon, Administrative Service Director and Trevius Folston, Helpdesk Supervisor Technician.

II. Discussion Topics

1. Department Updates

Chief Canalouse provided statistics on the amount of citizen initiated and officer initiated incidents the Police Department has received from January 1, 2018 thru August 1, 2018 for both District 3 and the rest of the city.

He pointed out the following in regards to the statistics provided.

- Onl□10□ o□all inciden□□ □eca□e ca□e□.
- 63□ o□all ca□e□ □ere □enera□ed ro□ non□e□er□enc□ Ci□i□en call□.
- T□ere □a□a □o□al o□72 T□e□□ca□e□. T□i□i□18□ o□all ca□e□ □a□□ere □enera□ed in Di□ric□3.

C□ie□ Can□alou□e mentioned the Police Department's Internet Exchange Pro□ra□ □□ic□ o□er□ □o loca□ion□ a□□e Police de□ar□□en□o □rovide a □a□e □lace □or ci□i□en□ □o □ee□o exc□an□e □ood□ □a□□e□ □urc□a□ed online.

Fur□□er□ore, □e □a□ed □a□□e co□□uni□□i□ □eir lar□e□□re□ource, and □e □an□□a□□ □a□ci□i□en□ can co□□unica□e □i□□ □e Police De□ar□□en□□uc□a□ Face□oo□, T□i□□er, Nex□door Nei□□□or, Con□an□Con□ac□, and See So□e□□in□ Send So□e□□in□.

C□ie□Can□alou□e □a□ed □a□a□o□□id□□ear, overall cri□e i□do□n □□16.□□ and cri□e overall i□ □rendin□ do□n. Cocoa □c□ool□ are □ecured □i□□ a Sc□ool Re□ource O□ficer (SRO) □□ic□ i□ a □□ecial de□ail □or □c□ool□. Addi□ionall□, □e ex□anded on □a□□o □el□avoidin□ □ein□a vic□i□, (□uc□a□loc□in□ve□icle□and re□idence and in□allin□ ca□era□and □o□ion li□□□□).

C□ie□Can□alou□e announced □□e □ro□o□ion o□one Ser□ean□in 2018, □□ic□ □ill re□ul□in a□□oin□in□ a Cor□oral. T□e de□ar□□en□al□o recen□□ ac□uired □ir□□ □e□ale K□9 na□ed K□ra, □□o □ill □e re□lacin□K□9 Cairo.

In clo□in□, C□ie□Can□alou□e □en□ioned o□□□e u□co□in□S□ace Coa□□Police K□ 9 Co□ □e□i□ion □o □e □eld a□Cocoa Hi□□ Sc□ool on Sa□urda□, Oc□o□er 13, 2018 □ro□ 1 □.□.7 □.□.

A ci□i□en in□uired a□ou□□□e loc□ □ro□ra□ and i□i□□a□ □ill availa□le. C□ie□ Can□alou□e □a□ed □a□□□e □ro□ra□ i□□ill runnin□and □e □ould □e a□le □o a□□i□□ □er in a□□l□in□.

C□ie□Can□alou□e □a□ed □e □ill □e around a□□er □□e □ee□in□ □or an□one □□o □a□ □ur□□er □ue□ion□.

C□ie□Prince announced □a□all □ree ne□ □ire □a□ion□ are u□ and runnin□ and □a□Fire S□a□ion □3, □□ic□ □ervice□ □□e Lo□□La□e Co□□uni□□ □a□a re□□on□e i□e o□ive □inue□. Al□o, C□ie□Prince □□o□e on □□e i□ □or□ance o□□ou□e nu□□er□ □ein□ re□lec□ive and □o□ □el□ul □□e□are □o Police and Fire □□en re□□ondin□, e□□eciall□in a co□□uni□□i□□ ver□i□le li□□□in□.

A ci□i□en a□□ed i□Fire S□a□ion □3 i□ □e onl□ one re□□ondin□ □o □e Lo□□La□e□ loca□ion. C□ie□Prince in□or□ed □e ci□i□en□ □a□□o□e i□ e□Brevard Coun□□ □ill al□o re□□ond □o □e □a□e call, □u□□ o□□o□□e re□□on□e□□ill □e ro□ Fire S□a□ion □3.

C□ie□Prince re□inded ever□one □o al□a□□ □rac□ice an exi□drill in ca□e o□an e□er□enc□. I□i□ ver□i□ □or an□□a□ever□one in □e □o□e i□a□are □□ic□ □a□ □e□are □oin□ □o exi□in ca□e o□an e□er□enc□. Once ever□one i□ou□o□□e □o□e □en 911 □□ould □e called.

In clo□in□, C□ie□Prince □en□ioned □e u□co□in□ 911 Me□orial S□air Cli□□on Se□□e□□er 1□, 2018 a□Cocoa Hi□□ Sc□ool.

Ci□□ Mana□er Ti□anic□ □rovided a □re□en□a□ion on □e Ci□□. He □rovided □rie□ i□□or□o□□e Ci□□ ro□ 1990 □ru 2000, no□in□a lo□□o□7.6□ o□i□□ □o□ula□ion. Movin□ □or□ard □o 2000 □ru 2018, □e Ci□□ □ad an increa□e o□17.6□ in □o□ula□ion due □o □a□or □ro□ec□□uc□a□: Ada□□on Cree□P□a□e II, La□e Side Pal□□, Wal□ar□Di□ri□u□ion, Wa□a, Mi□e Erd□an and Fl□in□J.

He al□o □a□ed □i□□ □e □ro□in□ o□re□iden□ial □o□e i□□a□ili□e□ our □ro□er□□ □axe□and □u□le□□re□□ure on Ci□□Council in re□ard□□o □illa□e increa□e□. He □oin□ed ou□□a□our □re□en□Ci□□Council □ad one □illa□e decrea□e in □e □a□□ ive □ear□.

Ci□□ Mana□er Ti□anic□ □□o□e on □e reloca□ion□o□our □ree ne□ □ire □a□ion□ and □e i□ □or□ance o□□□□□e□ere reloca□ed, □□ic□ □a□□o □erve our ci□i□en□ and our □ro□in□ □o□ula□ion e□ec□ivel□.

Ci□□ Mana□er Ti□anic□ □□o□ed □u□ure □lan□ concernin□ Lee Wenner Par□ and □e recon□ruc□ion o□□e □a□er □ron□due □o □e da□a□e ro□ Hurricane Ir□a. T□e □lan□ □□o□ □e reloca□ion o□□e Cocoa Civic Cen□er over□oo□in□ □e □a□er □ron□in Lee Wenner Par□.

In clo□in□, Ci□□ Mana□er Ti□anic□ □□an□ed ever□one □or co□in□ and re□inded □e co□□uni□□ o□□o□ i□□or□an□i□i□ □a□□e Ci□□ □ee□ □ro□in□ and □ovin□ □or□ard in order □o □ain□ain i□□ □u□aina□ili□□.

Ma□or Parri□□ □an□ed ever□one □or co□in□. He □a□ed □a□i□□a□ □een a □lea□ure □ein□ □eir Ma□or □or □e □a□□ix □ear□.

In conclusion, each Council Member thanked everyone for having come and for attending the meeting.

Councilman Bowers thanked everyone again for the wonderful turn out and adjourned the meeting.

III. ADJOURMENT:

The Town Hall Meeting adjourned at 7:32 pm.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk
(Transcribed by Colleen O'Donnell, Records Technician)

Legislation Details (With Text)

File #:	18-529	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 10, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-10-18 Minutes.pdf Letter from Matt Phillips.pdf CRA Plan Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 10, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 10, 2018, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 10, 2018

A Re□ular Ci□ Council □ee□in□ □a□ □eld on Wedne□da□, Oc□o□er 10, 2018, in Ci□ Council C□a□□er, loca□ed in Cocoa Ci□ Hall, 6□ S□one S□ree□, Cocoa, Florida, a□ □u□lic□ noi□ced.

I. OPENING MATTERS:

Ma□or Parri□□ called □e □ee□in□ □o order a□ 6:12 □.□.

Council□an W□i□□le □rovided □e invoca□ion and Council□an Boi□ver□led □e a□□e□ □l□in □e Pled□e o□Alle□iance □o □e Fla□ o□□e Uni□ed S□a□e□ o□A□erica.

T□e Ci□ Cler□ □oo□ □e roll.

PRESENT:	Henr□ U. Parri□□ III	Ma□or
	Jeri Blanco	De□u□ Ma□or
	Don Boi□ver□	Council□an
	Brenda Warner	Council□o□an
	Clarence W□i□□le, Jr.	Council□an
	An□on□ Gar□ane□e	Ci□ A□orne□
	Jo□n Ti□anic□, Jr.	Ci□ Mana□er
	Ma□ Fu□rer	A□i□an□ Ci□ Mana□er
	Monica Ar□enaul□	A□i□an□ Ci□ Cler□

OTHER STAFF MEMBERS PRESENT:

Jac□ Wal□□, U□ili□ie□ Direc□or□ Ta□ □□ Ge□□a□, Ad□ini□ra□ive Service□ Direc□or□ Karen Ha□il□on, Co□□uni□ Service□ Direc□or□ Mi□e Can□alou□e, C□ie□ o□ Police, Gene Prince, Fire C□ie□ Ed We□eri□, Pu□lic Wor□□ Direc□or□ Re□ecca Bo□□an, Finance Direc□or□ and LeS□a□n Hin□on, Hel□de□□ Su□□or□ Tec□.

II. APPROVAL OF AGENDA AND MINUTES:

1. A□enda: Re□ular Mee□in□ o□ Oc□o□er 10, 2018 (18□489)

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Regular meeting of October 10, 2018 as presented.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minu□e□: (a) Bud□e□/CIP Wor□□o□ on Au□u□□8, 2018 (18□442)
(□) S□ecial Ci□ Council Mee□in□ on Se□e□ □er □, 2018 (18□44□)
(c) Re□ular Ci□ Council Mee□in□ on Se□e□ □er 11, 2018 (18□490)
(d) S□ecial Ci□ Council Mee□in□ on Se□e□ □er 13, 2018 (18□491)

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Meeting Minutes of August 8, 2018, September 5, 2018, September 11, 2018, and September 13, 2018 as written.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Procla□a□ion: Reco□ni□in□ Cocoa Ro□ar□ □or □□eir □an□ con□ri□u□ion□ □o □□e Ci□ o□Cocoa. (18□492). (De□u□□ Ma□or Blanco)

   De□u□□ Ma□or Blanco read □□e □rocla□a□ion in□o □□e record. Several □e□ □er□o□ □□e Cocoa Ro□ar□ □□ood and a □□o□o □a□a□en in reco□ni□ion o□□□eir e□or□□.

2. Reco□ni□ion o□Mr. C□o□e Die□ender□er □or □□e □enerou□ dona□ion o□□ree□ around □□e Re□en□ion Pond a□Wa□a and □□e Dollar General S□ore. (18□493). (De□u□□ Ma□or Blanco)

   De□u□□ Ma□or Blanco announced □□a□Mr. Die□ender□er i□ □ein□ reco□ni□ed □or i□ □enerou□ dona□ion o□□ree□ □□a□□ere □lan□ed □□ Pu□lic Wor□□ cre□□ around □□e Re□en□ion Pond near Wa□a and □□e Dollar General S□ore. S□e announced □□a□□□e i□acce□in□ a □la□ue on □i□□e□al□a□□e □a□una□le □o a□□end □□i□ evenin□.

3. FY17 CAFR A□ard Pre□en□a□ion. (18□□02). (Finance Direc□or)

M□. Bo□□an announced □a□□e Ci□ o□Cocoa received a CAFR a□ard □or FY17 □□ic□ i□ □e i□□e□□ □onor. S□e con□ra□ula□ed □a□ on □eir □ard □or□ and □re□en□ed M□. □ue□ada and M□. Ho□ell □i□ □e cer□i□ica□e and a□ard.

Ci□ Mana□er Ti□□anic□ added □a□□e Ci□ received a AA □o□i□ive Mood□ra□in□.

IV. DELEGATIONS:

Ma□ P□illi□□, □40 River□ide Ave., Merri□□ Island, no□ed □a□□e i□ an o□ner o□a cru□i□e □an□□or□a□ion □u□ine□□. He read a le□□er[1] in□o □e record and ex□lained □e deal□□□e o□□er re□ardin□ □ar□in□ □or cru□i□e□. T□e□are □ee□in□ □o u□ili□e a □ro□er□□ □a□i□ no□□ein□ u□ed, □o□ever, □□e□ in□end □o vaca□e □e □ro□er□□ □i□□in □ix □on□□□once □e landlord i□ read□ □o lea□e □o o□□er □enan□□. T□ere □ill □e no vie□ o□car□ro□ □e i□□□a□or ro□ □e □ar□in□lo□.

Ci□ Mana□er Ti□□anic□ a□□ed □a□Council re□rain ro□ co□□en□in□a□□i□i□e a□ i□need□ □o □o □rou□□ □e Board o□Ad□u□□en□ir□□and □en □e a□□lica□ion □ill co□e □e□ore Council.

Laura Hou□on, 109 Fi□□e Blvd., Cocoa, □ared □a□□□e □a□□o□en □i□□ □e□ □er□ o□Ci□ □a□□□□o are underco□ □en□a□ed, and □□e a□□ed □a□Council con□ider rai□in□ □ini□u□ □a□e □o i□□een dollar□ an □our. In re□□on□e, Ci□ Mana□er Ti□□anic□ added □a□□e lo□e□□ □a□e i□ □en dollar□ and □en cen□ □er □our, □o□ever, □a□e ad□u□□en□ □ave recen□i□ □een □ade. M□. Hou□on no□ed □a□ □□e □ould li□e □o □u□□ □e i□□ue a□ □□e □eel□ □ini□u□ □a□e □□ould □e i□□een dollar□an □our.

Ri□ D□al, 3807 Para□e□Dr., Cocoa, □en□ioned □e □a□ □een □or□in□ □i□□ □e □ennel clu□ and announced an even□□a□in□ □lace □i□ Sa□urda□ a□Cocoa Hi□□ Sc□ool. He no□ed □a□ad□i□□ion i□ □ree and □□e□□ill □ave o□□□acle cour□e□ □or □e canine□. He □an□ed □e □□on□or□ and □e PAL □id□ and □oin□ed ou□□□a□□ere □ere □en □id□□a□ca□e ou□□o □el□. He □an□ed Ja□e Willia□□, Joe C□a□□ion, Larr□ Sinclair, C□ie□Can□alou□e, C□ie□Prince, and o□□er□a□□ell. He encoura□ed all □o co□e ou□□o en□o□ □e even□.

V. CONSENT AGENDA:

1. A□□rove en□erin□ in□o a co□o□era□ive □urc□a□e a□ree□en□ □i□□, and i□□uin□ a Purc□a□e Order □o Good□on Pavin□, Inc. in □e a□oun□o□□339,796.□0 □or □e

[1] Exhibit A: Letter from Matt Phillips

annual □illin□ and □avin□ o□variou□ ci□ □ree□,(Pro□ec□□ PW08SP), u□ili□in□ Brevard Coun□ Bid □B4□18□□0, e□ec□ive June 21, 2018 □rou□□ June 20, 2019. A□□rove a Re□olu□ion ad□u□in□ □e Fi□cal Year 2019 □ud□e□. (18□4□4). (Pu□lic Wor□□ Direc□or)

2. A□□rove en□erin□ in□o a co□o□era□ive □urc□a□e a□ree□en□and i□□uin□ a □urc□a□e order in □e a□oun□o□□8□,320.00 □o Good□on Pavin□ □or □e re□oval and re□ con□□ruc□ion o□ADA Co□□lian□cur□ra□□□(PW18SM) in □e Cocoa Villa□e area a□ □ar□o□□e □illin□ and □avin□ □ro□ec□(PWO8SP) u□ili□in□ Brevard Coun□ Bid B□4□17□02, e□ec□ive Oc□o□er 1, 2018 □rou□□ Dece□□er 31, 2018. A□□rove a Re□olu□ion ad□u□in□ □e Fi□cal Year 2019 □ud□e□. (18□4□□). (Pu□lic Wor□□ Direc□or)

3. A□□rove ex□en□e□□or elec□ric □ervice□ □ud□e□ed in FY2019 and au□□ori□e □e Ci□ Mana□er □o a□□rove □e □on□l□invoice□. (18□480). (Finance Direc□or)

4. A□□rove a Re□olu□ion A□endin□ □e FY 2018 Bud□e□and A□□rove a Bud□e□ Tran□er □or elec□rical re□air□a□□e Flee□Fuel I□land and Flee□Buildin□ elec□rical □irin□. (18□481). (Pu□lic Wor□□ Direc□or)

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Consent agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 09□2018/2nd □ Final Readin□: Rela□ed □o c□an□e□in □e Firefighters' Re□ire□en□ Plan due □o c□an□e□ in □e Ci□ o□ Cocoa and IAFF Collec□ive Bar□ainin□ A□ree□en□ e□ec□ive Oc□o□er 1, 2018 □o Se□□e□□er 30, 2021, a□endin□ Sec□ion 2□321, Re□ire□en□ Da□e□□and a□endin□ Sec□ion 2□332, S□are Plan. (18□484). (Ad□ini□ra□ive Service□ Direc□or)

Ci□ A□orne□ Gar□ane□e announced □a□□i□i□□e □econd and □inal readin□ and added □a□no□in□ □a□c□an□ed □ince □e □r□readin□. He read □e ordinance in□o □e record □□ i□le onl□a□ollo□□:

ORDINANCE NO. 09-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-321, RETIREMENT DATES; AMENDING SECTION 2-332, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

T□e □earin□ □a□o□ened □o □□e □u□lic. T□ere □ein□ no re□□on□e, □□e □u□lic □or□ion o□□□e □earin□ □a□clo□ed □o □□e audience.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve Ordinance No. 09-2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 10□2018/1□□ Readin□: A□□rovin□ □□e Cocoa Co□□uni□□ Redevelo□□en□A□enc□Plan U□da□e. (18□494). (Co□□uni□□Service□Direc□or)

Ci□□A□orne□Gar□ane□e announced □a□□i□□a□□□e ir□□readin□o□□□e i□e□. He read □□e ordinance in□o □□e record □□ i□□e onl□a□□ollo□□:

ORDINANCE NO. 10-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTIONS 8-21 AND 8-22 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ci□□Mana□er Ti□□anic□□rovided a □rie□□ac□□round and □□ared a i□eline o□□□e □lan's creation. He no□ed □a□□□e la□□i□e □□e □lan □a□u□da□ed □a□in 1997. T□e □lan, □□ □a□u□e, i□ onl□ □ood □or □□ir□□ear□. T□e □lan □a□ never a□ended or u□da□ed □ecau□e all o□□□e □ro□ec□□□a□□ave □een co□□le□ed □ince □□en □ere con□i□□en□□i□□□e 1997 □lan. He □oin□ed ou□□□a□□o□□Hurricane Ir□a, □□e Cocoa CRA re□ained GAI Con□ul□an□□and in A□ril 2018 □□e CRA a□□roved □□e Wa□er□ron□ Ma□□er Plan u□da□e.

He ex□lained □□□ □□e Co□ □uni□ Redevelo□□en□Plan □ould □e □odi□ied and ado□□ed and added □a□□e Cocoa CRA Plan □ill ex□ire in FY27. I□ ado□□ed, □□e li□e o□□□e CRA □ill □e ex□ended □o A□ril, 2041.

He □en□ioned □a□□ere □ave □een □everal □odi□ica□ion□ □ade □o □□e □lan □□ic□ include u□da□ed da□a, reanal□□ed condi□ion□, revi□ed □a□□, □□e incor□ora□ion o□ □ra□e□or□□ □or □ro□o□ed i□□rove□en□, revi□ed co□□uni□ □oal□ and □olic□ o□□ec□ive□, and □□e incor□ora□ion o□□□e u□da□ed Ca□i□al I□□rove□en□ Plan.

Ci□ Mana□er Ti□anic□ re□erenced Sec□ion 163.360(2)(a), Florida S□a□u□e□, □□ic□ re□uire□ □he Community Redevelopment Plan to “con□or□ □o □□e co□□re□en□ive □lan □or □□e □unici□ali□ a□ □re□ared □□ local □lannin□ a□enc□ under □□e Community Planning Act.” He ex□lained □□a□ □rior to the Cocoa CRA’s con□idera□ion o□an u□da□e □o i□ Redevelo□□en□Plan, □□e Ci□y’s Land Planning A□enc□ (LPA) and □□e Plannin□ □ Zonin□ Board revie□ed □□e □ro□o□ed Plan □or conformance with the City’s Comprehensive Plan.

He no□ed □□a□ □□e □ro□ec□ included in □□e Ca□i□al I□□rove□en□ Plan □ere revie□ed a□ □□e□are re□uired □o □e con□i□□en□with the City’s Comprehensive Plan a□ □ell.

Ci□ Mana□er Ti□anic□ □□ared □□e □indin□□ o□□□e Plannin□ and Zonin□ Board. He ex□lained □□a□ □□e Board’s role □a□ □o con□ider □□e□er □□e dra□ Co□□uni□ Redevelo□□en□Plan □a□con□i□en□□i□ □□e Co□□re□en□ive Plan. He added □□a□ on Se□□e□□er 10, 2018 □□e Board □ound □□e Co□□uni□ Redevelo□□en□Plan, a□ a□ended, □a□con□i□en□□i□ □□e 2010□2020 Co□□re□en□ive Plan.

He □□ared □□e 2008 Ma□□er Plan □a□ □□ic□ de□ic□ □□e CRA □oundar□ line□ a□ □ell a□ a renderin□ o□□□e □a□er□ron□vi□ion. He □□o□e in re□ard□ □o □□e 2008 rece□□ion and □□a□□a□involved in □□e □a□er□ron□□a□□er □lan.

He □re□en□ed □□e Ma□□er Plan u□da□e □o□□Hurricane Ir□a. He □en□ioned □□a□ □□ere are □ro□ec□ □□a□are incor□ora□ed in□o □□e ne□ □lan □u□no□ed □□a□□□e CRA canno□ex□end an□ □und□ on □ro□ec□ ou□□ide o□□□eir □oundarie□ and al□o i□□□e □ro□ec□□a□no□□een included in □□e □lan.

He □□ared a □na□□ o□o□□□e Wa□er□ron□Conce□□ual Ma□□er Plan. He no□ed □□a□ □□ere i□ □o□en□ial □or a □oorin□ □ield or □□e □o□□i□ili□ o□crea□in□ i□land□ □□ic□ □ould crea□e □ave□ □o □ro□ec□in□ra□ruc□ure.

Ci□ Mana□er Ti□anic□ announced a no□ice □o □axin□ au□ori□e□ and □en□ioned □e le□al adver□i□e□en□ □a□a□i□ued in □e Florida Toda□ □a□er.

He ex□lained □a□□e re□ue□ed ac□ion i□ □or Council □o a□□rove □e ir□□readin□ o□Ordinance No. 10□2018 a□□rovin□ □e 2018 Cocoa Redevelo□□en□A□enc□Plan u□da□e.

Ma□or Parri□□ □o□e in re□ard□ □o □e da□a□e □a□□a□ □een cau□ed □□ □e □urricane□ and added □a□in □i□li□i□e □a□ □een □ree or □our doc□□ □lo□n do□n.

Council□o□an Warner no□ed □a□Ca□ain Ed i□ □ro□a□l□ □e onl□ □e□ □er o□□e Cocoa CRA □a□□a□ □een on □e □oard lon□ enou□□ □o □ave □een all o□□e c□an□e□. S□e □oin□ed ou□□e CRA □a□ □een an in□ru□en□al □ool in all o□□e □rea□ □odi□ica□ion□ □a□□ave □een □ade in □e Villa□e. S□e □an□ed □a□□or all o□□eir □ard □or□.

Ma□or Parri□□ added □a□ince □e Ci□□ a□ ac□uired all o□Lee Wenner Par□i□□a□ reall□ □el□ed re□endou□l□and □e□are □o□e□ul □o □ro□ec□and en□ance □e area. He added □a□□e Ci□□ a□an o□□or□uni□□ □o crea□e □e □e□□a□er□ron□area □ro□ □ere □o S□Au□u□ine.

Council□an W□i□□le ex□re□□ed □a□□e i□ver□ □a□□□ □i□□ □e □a□ □e □lan i□ □oin□. He a□□ed a□ou□□e Hear□o□Cocoa Co□□uni□□ Cen□er and a□□ed Ci□□ Mana□er Ti□anic□ □o ela□ora□e □rie□l□ on □e □o□ic. In re□□on□e, Ci□□ Mana□er Ti□anic□ no□ed □a□□e Co□□uni□□ Roo□ i□ nearin□ co□□le□ion and □ere are □everal □urroundin□ lo□□ □a□ □ave o□□or□uni□□ □or develo□□en□. Council□an W□i□□le a□□ed □a□□a□include in□or□a□ion re□ardin□ □a□□ar□icular area in □u□ure CRA □ee□in□□.

Ci□□ Mana□er Ti□anic□ ela□ora□ed on all o□□e □ard □or□ □a□□a□□a□ done □o crea□e □i□vi□ion. He □□o□e a□ou□all o□□e e□□or□□ □a□eac□ de□ar□□en□□rovided.

Ma□or Parri□□ □oin□ed ou□□a□□ecau□e develo□er□ □end □o loo□a□inco□e level□ in □e Ci□□ □e do no□□end □o □ee a□□uc□ develo□□en□a□Viera or cer□ain □ar□□o□ Mel□ourne, even □ou□□ □e □eel□ □e are □e □e□□Ci□□. He added □a□□e a□ree□ □i□□ Council□an W□i□□le and □a□□e Ci□□al□o need□ □o □ocu□□ore on □e nor□□ □ide o□Cocoa.

De□u□ Ma□or Blanco □ared □a□□e □eel□ □e Ci□ i□ □uildin□ a le□ac□ □or our c□ildren and □randc□ildren and □i□ □lan i□onl□ □oin□ □o en□ance □□a□□a already □een acco□ □li□□ed.

Ma□or Parri□□ o□ened □e □earin□ □o □e □u□lic. He ex□ended □□ea□in□ i□ e □o □ive □inu□e□.

Jud□ McClune□, 1908 Manor Dr., Cocoa, □an□ed[2] all □a□□or □eir □ard □or□ □i□ □e Wa□er□ron□ Plan. S□e □oin□ed ou□□a i□ i□ □e du□ o□□e A□enc□ □o addre□□ area □o□□e Ci□ □a□□uali□a□ □ein□ □u□ or □li□□ed and referenced the CRA's □lan u□da□e. S□e added □a□□ere i□ an area o□□e Ci□ □a i□ □ou□ o□□e Villa□e and alon□ □e □ou□ern Ci□ li□i□, □e□□o□Brevard Avenue, ea□□o□□e Indian River, □i□ Der□□ and C□urc□ S□ree□□ □o □e nor□ □a i□ □o□ e □o a nei□□□or□ood o□□ode□, □in□le □a□il□ □o□e□ and ex□re□□ed □a□□e□e □o□e□ are □i□oric and □□ould □e □ro□ec□ed. S□e □oin□ed ou□ □a□□e curren□ □onin□ □or □a□area i□ □ul□i□le□a□il□ d□ellin□ and □e □u□ure land u□e i□ □oned □ediu□ den□i□ re□iden□ial. S□e ex□re□□ed □a□□er concern i□ □a i□□e □one i□ □e□□a a □i□□er den□i□ □an □ere □ill no□□e □in□le□a□il□ □o□e□ and □li□□□ill □□read.

Ci□ Mana□er Ti□anic□ □oin□ed ou□□a□□i□ □lan doe□ no□a□ end an□o□□e □onin□ di□ric□ re□ula□ion□ and i□□a□ound in con□or□ance □i□ □e Co□ re□en□ive Plan □□ □e Plannin□ and Zonin□ Board.

Council□an W□i□□le a□□ed Ci□ Mana□er Ti□anic□ □□a□□e □olu□ion □ould □e □o □ai□□ M□. McCluney's concern about increasing the den□i□. Ci□ Mana□er Ti□anic□ rei□era□ed □a□□e □lan □ill no□c□an□e □e □onin□.

Alec□ Green□ood, 640 Brevard Ave., Cocoa, re□erenced □e Con□en□Decree. He no□ed □a□□ere □a□never reall□ a □ud□e□or □e □ain□enance o□□a□area □□en i□□a□ renova□ed and □e Ci□ lo□□ree li□□□ and a□□roxi□a□el□ □or□ (40) oa□ ree□due □o lac□o□ □und□ □o □a□er and □ain□ain □e□. He □oin□ed ou□□a□□e o□n □ro□er□□ere and a□□ed □a□□o con□ider □ud□e in□ one□ □o correc□□e□e i□□ue□ and □o □reven□□e□e □□e□o i□□ue□ □ro□ □a□□enin□ in □e □u□ure.

Ci□ Mana□er Ti□anic□ added □a□□o□e o□□e li□□□ □ad □een re□laced in □a□ area and □oin□ed ou□□a ini□iall□ □□en □e CRA □e□an □e □ree□ca□e □ro□ec□in □e Hear□o□Cocoa □e □ri□ar□e□ □□a i□ □a□oin□ □o □e on Hu□□le□Avenue □o crea□e an a□rac□ion □o □a□corridor co□in□in□o □e nei□□□or□ood □u□□e re□iden□ a□□ed □a□□o □ocu□□eir e□or□□ □ore on □e re□iden□ial □ree□. He □en□ioned □a□

[2] Mayor Parrish left the room at 7:15pm & returned at 7:18pm

□ree□ree□□ere □lan□ed, □an□o□□ic□□ere on □riva□e □ro□er□□□ere □ere □a□ reu□e, □u□□e□□ere no□□a□ered □ro□erl□.

Council□an W□i□□le a□□ed Mr. We□eri□□o □rovide an u□da□e on □e ree□ and li□□□□ □a□needed re□air or re□lacin□. In re□□on□e, Mr. We□eri□□□ared □a□□e li□□□□ □ave □een re□laced and □en□ioned a car □rec□ □a□oo□ ou□an elec□rical □ox □everal □ear□a□o □a□□a□re□laced a□□ell. He □a□ed □ere □a□a lo□o□□or□ □a□□ad □o □e done.

T□ere □ein□ no □ur□□er co□□□en□□ □e di□cu□□ion □a□clo□ed □o □e □u□lic.

Ma□or Parri□□ no□a□ed co□□□en□□ □ade □□ Ma□or Joe Rile□ in re□ard□ □o □re□ervin□ and ex□andin□ □e □eau□i□ica□ion o□River□ron□Par□.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the first reading of Ordinance No. 10-2018, approving the Cocoa Community Redevelopment Agency Plan update.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. A□□rove □e reduc□ion o□ □e curren□ Code En□orce□en□ lien □or □e □ro□er□□ loca□ed a□2228 Sale□ Drive □ro□ □34,2□0.00 □o □3,42□.00 a□ reco□□□ended □□ S□a□□, □o rela□ed Ci□ ex□en□e□ and S□a□□i□e are rei□□ur□ed. (18□384). (C□ie□o□ Police)

C□ie□Can□alou□e read □e i□e□ in□o □e record.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the reduction of the current Code Enforcement lien for the property located at 2228 Salem Drive from $34,250.00 to $3,425.00 as recommended by Staff.**

AYES: Parrish, Blanco, Boisvert, Whipple
NAYS: Warner

THE MOTION CARRIED (4-1)

Council□o□an Warner ex□re□□ed □a□□e doe□no□□eel a reduc□ion i□ □arran□ed □□en □□e lien ran □or □□o □undred and □or□□(240) da□□ and no e□□or□□a□ □u□in□o □ic□in□u□ □□e □a□□ and de□ri□in □□e □ard.

Council□an W□i□□le added □a□□i□ □a□ □e□□er □□an no□receivin□ an□ □one□a□ all and a□□□e ver□ lea□□□□e Ci□□ □ould □e rei□□ur□ed □or □a□□i□e and Ci□□ ex□en□e□.

2. Revie□ Ci□□ □a□□re□or□re□ardin□ □□e o□ner□□i□ and o□era□ion o□McFarland Par□, and □o □rovide an□ co□□en□□ and direc□ion a□ dee□ed a□□ro□ria□e □□ □□e Ci□□ Council. (18□472). (Ci□□ Mana□er)

A□□i□an□Ci□□ Mana□er Fu□rer read □□e i□e□ in□o □□e record and □oin□ed ou□□□a□ addi□ional □e□i□on□ □ere □u□□i□□ed □□ □ro□er□□ o□ner□ re□idin□ in □□e Carle□on Terrace □u□divi□ion.

He ex□lained □□a□ □a□□ □ad □acili□a□ed a □ee□in□ in Au□u□□ □i□□ re□iden□□ □urroundin□ Carle□on Terrace □o di□cu□□ □□e □ar□ and □□e □ain□enance o□i□. He □□ared in□or□a□ion re□ardin□ □□e i□□or□o□□□e □ar□ and □□en i□□a□e□a□li□□ed. He no□ed □□a□□□e Brevard Coun□□ Pro□er□□ A□□rai□er □a□□ince la□eled □□e Ci□□ o□ Cocoa a□ □□e o□ner o□□□e □ar□.

He □en□ioned □□a□ □a□e□□ concern□ □ave □een rai□ed □□ □□e re□iden□□ □□ic□ include□ □□en□□ four (24) □our acce□□ □o □□e □ar□, □□e ve□e□a□ion a□□□e en□rance and al□o a lar□e dro□o□□□a□i□a □o□en□ial □a□ard. T□ere i□a □a□e □□a□□□e re□iden□□ loc□ed and unloc□ed a□ni□□□□or a □eriod o□□i□e and □□en Brevard Coun□□ □ad □a□□□a□□ain□ained □□e □a□e a□ □ell, □o□ever, □□e re□iden□□ □ave □ound □□a□ loc□in□ □□e □a□e i□ □i□ □l□no□enou□□.

A□□i□an□Ci□□ Mana□er Fu□rer □□ared □□a□al□□ou□□ Brevard Coun□□ Pro□er□□ A□□rai□er la□el□ □□e Ci□□ a□ □□e o□ner o□□□e □ar□, □□ere □a□ □een no record o□ o□ner□□i□ □ound. He □□ared □□a□□□ere are cer□ainl□ lia□ili□□i□□ue□ and no□ed □□a□ Ci□□ A□□orne□ Gar□ane□e can ela□ora□e □ur□er.

Ci□□ A□□orne□ Gar□ane□e added □□a□□i□ □ar□ □a□ □een □ain□ained □or □everal □ear□ □□rou□□ an In□erlocal A□ree□en□□e□□een □□e Ci□□ o□Cocoa and Brevard Coun□□, □o□ever, □□ere i□ no record □□a□can □e □ound □□a□□□o□□ □□a□□□e land □a□conve□ed □o □□e Ci□□.

Ma□or Parri□□ added □□a□□□i□i□□ue aro□e □ac□in □□e 1960’s or 1970’s as well.

Ci□ A□orne□ Gar□ane□e added □a□□ere □ave □een □iua□ion□ □□ere ci□ie□ □ave □een a□le □o o□ain □ar□ea□e□ en□ □rou□□ □e Cour□. He no□ed □a□□i□ can □e ac□in□en□ive and □ac□ □ould need □o □e □rovided in order □or a de□er□ina□ion □o □e □ade. He □□ared □a□□i□ i□ no□a □uaran□ee □u□an o□ion.

Council□o□an Warner a□□ed i□□ere i□a vo□in□ □ec□ani□□ □□ere □e re□iden□ could □ave □e o□ion □o vo□e □o ei□er □ee□ □e □ar□ or deed i□□o □e Ci□. In re□□on□e, Ci□ A□orne□ Gar□ane□e □□ared □a□i□ i□ under□andin□ □a□□e□ do not have a Homeowner's Association but the property has □een dedica□ed □o □e lo□o□ner□a□a recrea□ional □ar□.

Council□o□an Warner a□□ed i□□e lo□o□ner□ □ould □ave a □inancial re□□on□i□ili□ □o □i□ □ar□. In re□□on□e, Ci□ A□orne□ Gar□ane□e ex□lained □a□a □□le re□or□□a□ done and □ere □ere no □indin□□ □o □rove □a□□e Ci□ o□n□ □e □ro□er□ and □a□ 1926 □a□ □e la□□i□e a dedica□ion □a□ recorded.

Council□o□an Warner in□uired i□all o□□e □ro□er□ o□ner□ □□are o□ner□□i□ o□ □i□ □ar□, □□o □ould □e re□□on□i□le i□□ere □a□a code ca□e or a u□ili□i□ue, e□c. In re□□on□e, Ci□ A□orne□ Gar□ane□e ex□lained □a□ □e□e are le□i□a□e □ue□ion□ and □a□□a□□e □e o□ner□ □ould □a□a □ee □o□ard□ □e □ain□enance o□□e □ar□.

A□□i□an□Ci□ Mana□er Fu□rer □□ared co□□en□ re□ardin□ □e □a□e and no□ed □a□i□ i□ □ecured.

Tro□ Orender, 2401 N. Indian River Dr., Cocoa, □□ared □a□ □e ini□ial □la□ □enera□ed □□ □e Davi□ Bro□□er□□a□in 1924 and □en □ere □a□an a□ended □la□ in 1926. He added □a□□e Ci□ ac□no□led□e□ □e□ □ave no recorded in□ere□□in □e □ar□ and □a□□e Ci□ □a□ no record o□□□en or □□□□e□□ain□ained □e □ar□. He □oin□ed ou□□a□a □overn□en□al en□i□ can acce□□ re□□on□i□ili□ o□□e □ar□ □□ re□olu□ion and added a □oin□o□ac□□a□or □e la□□i□□□□ree (□3) or □o □ear□ □e land o□ner□ □ave □een lead[3] □o □elieve □a□□e□are no□re□□on□i□le □or □e □ar□. He no□ed □a□□e Coun□ re□uire□ □roo□o□o□ner□□i□ □e□ore en□erin□ an en□i□ a□ a record o□ner, □o□ever, □e□ □ere una□le □o □roduce □uc□ record. He rei□era□ed □a□□e □□le □earc□ □□o□ed □a□□e Ci□ i□ no□□e o□ner, □u□□e Ci□ □a□ □een, □or □□a□ever rea□on, □ain□ainin□ □e □ar□. He □oin□ed ou□□a□□i□ i□ no□□e onl□ i□ e □e Ci□ □a□ incorrec□l□ □□o□n o□ner□□i□ o□ □e □ar□ and □en□ioned an in□ance in □□ic□ □e Ci□ □□o□ed incorrec□o□ner□□i□ □□en □e□ □en□a docu□en□

[3] Mayor Parrish left the room at 7:58pm & returned at 8:00pm

□o □e Ar□ □Cor□□o□En□ineer□. He al□o □en□ioned □everal exi□in□ i□□ue□ in □e □ar□ □uc□a□dru□u□e, e□c.

Barr□ Mene□□elli, 2119 MacFarland Dr., Cocoa, a□□ed □□a□□e re□□on□i□ili□ie□ □ill □e i□□e o□ner□are □ound re□□on□i□le □or □e □ar□. He a□□ed □□a□□e □roce□□ i□re□ardle□□ o□□e docu□en□a□ion or lac□ □ereo□ □ound □□ □e Ci□.

Barr□ Slac□, 300 Carle□on Dr., Cocoa, □oin□ed ou□□a□i□ □aren□□ □ou□□□□ro□er□ □ere a lon□ i□e a□o. He □ared a □or□ and no□ed □a□□e □a□□ed a □e□i□ion around and no one □e al□ed □o re□u□ed □o i□n i□a□none o□□e □ro□er□ o□ner□ □ere a□are □a□□e□o□ned a □iece o□□a□□ro□er□.

Jo□n Calla□an, 2006 N. Indian River Dr., Cocoa, □an□ed □e Ci□ Mana□er and A□□i□an□Ci□ Mana□er □or □eir □el□and □u□□or□. He □□ared □i□ i□□e□□concern i□ □e lia□ili□i□ue a□no one □a□in□urance on □i□ □ar□.

Council□o□an Warner a□□ed i□ □e Ci□ □a□ lia□ili□ □ince □e □ave □een □ain□ainin□ □e □ar□. In re□□on□e, Ci□ A□orne□ Gar□ane□e □rovided clari□ica□ion and explained that he is unsure if homeowner's insurance would cover liability or no□and □a□i□□ould □e an i□□ue □e □ro□er□ o□ner□ □ould need □o i□ure ou□. He ex□lained □a□□i□ □ould need □o □e addre□□ed in Cour□and □a□i□ no□u□ □o □e Ci□ Council □o □a□e □e deci□ion.

Council□o□an Warner ex□re□□ed □a□□e did no□□eel i□□a□ri□□□□or □e Ci□ □o □a□e □e □ar□a□a□ro□ □e □ro□er□ o□ner□i□i□ □eir□.

Council□an Boi□ver□added □a□□□en □e □a□a V□Co□ □e u□ed □o □a□rol □e area re□uen□l□and □ound □a□□ere □a□al□a□□rou□le. He ex□re□□ed □a□□e □eel□ □e □ar□ □□ould □e loc□ed un□il □i□ can □e re□olved.

A□□i□an□Ci□ Mana□er Fu□rer no□ed □a□a le□al ac□ion needed □o □e □a□en in order □or □e Ci□ □o □urn over o□ner□□i□.

Ci□ A□orne□ Gar□ane□e □u□□e□□ed □a□ □e Council con□ider a□□rovin□ a re□olu□ion and □o □ave i□recorded □o □a□□e i□□ue can □e correc□ed □i□ Brevard Coun□ Pro□er□ A□□rai□er □o □□o□ □e Ci□ i□no□an o□ner o□□e □ar□.

Pedro Olavarria, 2□1□ MacFarland Dr., Cocoa, a□□ed i□ □e Ci□ □i□□□ □e in□ere□□ed in □avin□ □□ared o□ner□□i□. In re□□on□e, Council□o□an Warner □u□□e□□ed □a□□e □ro□er□ o□ner□ □e□□o□e□er and decide □o□ □e□ □an□o

□ove □or□ard. I□□a□ no□ed □a□Council □e□ □er□ □ere no□□ure i□□i□ □a□ an o□ion, □o□ever □e□ □ave an o□en □ind □o □□are □e □ro□er□.

Ci□ Mana□er Ti□anic□ o□ered □e Civic Cen□er □o □e □ro□er□ o□ner□ □o □ee□ over □e i□□ue.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to close the park until further notice until the issue can be resolved.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ci□ A□orne□ Gar□ane□e cau□ioned □a□□a□□i□i□ue □□ould no□re□ain in li□ □o and □□ould □e addre□□ed a□ □oon a□ □o□□i□le.

A□□i□an□Ci□ Mana□er Fu□rer a□□ed □a□□e □oin□o□ con□ac□□or Carle□on Terrace reac□ ou□□o □i□. I□□a□ no□ed □a□□ere □a□ alread□ □een di□cu□□ion □o □or□ a □ar□a□□ociation.

*** MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to move forward with a resolution and accept City Attorney Garganese's recommendation.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Con□ider □e A□□roval o□a Re□olu□ion concernin□ A□end□en□1 □o □e Florida Con□i□u□ion. (18□496). (Ci□ Mana□er)

Ci□ Mana□er Ti□anic□ □re□en□ed □e i□e□ and ex□lained □e re□olu□ion. He ex□lained □a□□i□ □ill re□ul□in a □ax □i□□o co□ □ercial □ro□er□ o□ner□, non□ □o□e□eaded □ro□er□ o□ner□, and □o□e □a□in□ □axe□ on □ro□erie□ □or□ le□□ □an one □undred □ou□and dollar□ (□100,000.00)[4]. He ex□lained □e re□ue□ed ac□ion and □□a□□i□re□olu□ion could □ean in □er□ □o□□e □ax □i□.

Ma□or Parri□□ added □a□□e Ci□ □a□ alread□ □ade adu□□en□ □o □el□ □eo□le □a□ □eir □axe□.

[4] City Attorney Garganese left the room at 8:27pm & returned at 8:29pm

Council□o□an Warner ex□re□□ed □er concern□and □□ared □□a□□□e □eel□ □□i□ □ill □ur□□eo□le □ore □□an i□□ill □el□ □□e□.

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve a Resolution concerning Amendment 1 to the Florida Constitution.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. A□□rove □□e Con□ruc□ion Co□□and Au□□ori□e □□e Pa□□en□o Brevard Coun□□ o Reloca□e/Re□lace Wa□er Main□ □i□□in □□e Cone Road Draina□e and Side□al□ I□ □rove□en□□ and Cone Road In□ra□ruc□ure I□ □rove□en□□ Pro□ec□□, WS17CD□ To A□□rove □□e Pa□□ en□o□□□e Con□ruc□ion Bid Co□□o□□108,213□To A□□rove a Re□olu□ion Au□□ori□in□ □□e Ci□□ Mana□er □o A□□rove and Execu□e C□an□e Order□ in an A□oun□No□To Exceed □10,821 (10□ Con□in□enc□) □or a Pro□ec□To□al o□ □119,034□To A□□rove a Re□olu□ion A□endin□ □□e FY2019 Bud□e□□rou□□ □□e u□e o□Wa□er/Se□er Con□in□enc□. (18□469). (U□ili□ie□ Direc□or)

   M□. Enni□ read □□e i□e□ in□o □□e record.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Au□□ori□e □□e Ci□□ Mana□er □o execu□e an In□erlocal Co□□S□are A□ree□en□□no□n as: "Save Our Indian River La□oon Pro□ec□ Co□□S□are In□erlocal A□ree□en□ □e□□een Brevard Coun□□, Florida and Ci□□ o□Cocoa. A□ree□en□Nu□□er: SOIRL 18□14" as modified by the City Attorney. Approve a Resolution Amending the FY2019 Bud□e□, acce□□in□ S□or□ □a□er Re□erve□ Revenue. (18□473). (Pu□lic Wor□□ Direc□or)

   Mr. We□eri□read □□e i□e□ in□o □□e record. He ex□lained □□a□□i□ i□in re□ard□ □o a □a□le □ox on C□urc□ S□ree□.

*** MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to authorize the City Manager to execute an Interlocal Cost Share Agreement known as: "Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. A□□roval o□a Develo□□en□A□ree□en□□e□□een □e Ci□ o□Cocoa, Florida and 120 Barnacle Ba□, LLC □o allo□ □e develo□er □o con□ruc□18 □o□n□o□e□on □ree (3) □arcel□ o□land (□ax □arcel ID's: 24□36□33□80□20□, 24□36□33□80□20□4, and 24□36□33□80□20□2) □o□alin□ 1.03 acre□ and loca□ed on □e nor□ □ide o□Ro□a L. Jone□ Drive □e□□een Florida Avenue and Jo□n Garren Lane. (18□47□). (Co□□uni□ Service□Direc□or)

M□. Ha□il□on read □e i□e□ in□o □e record. S□e □rovided a □ac□□round on □e □ro□ec□and no□ed □a□□e a□□lican□i□in a□endance □o an□□er an□□ue□ion□.

M□. Seli□ □rovided a □ro□ec□□u□□ar□ □a□ □rovided a□ □ell a□ □e re□ue□ed ac□ion. S□e ex□lained □a□□ere are ei□□een □o□n □o□e□□a□are □ein□ □ro□o□ed and □□e □□ared renderin□□o□□e □ro□er□a□□ell a□a i□e □lan.

De□u□ Ma□or Blanco no□ed □a□ □e□e □□e□ o□ □o□e□ are □een in lar□er □e□ro□oli□an area□and □i□ □ould □e a ir□□or our Ci□. S□e added □a□□e □eel□ □i□i□a □rea□conce□□and co□□ended □a□□or □u□in□ □i□o□e□□er.

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Ci□ Mana□er Ti□anic□ □an□ed □e develo□er□and □eir □ea□.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

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4. A□□roval o□□e u□a□e o□For□ei□ure Fund□in □e A□oun□o□□□,000.00 □o □e u□ed □or Gun Bu□ Bac□ Pro□ra□ □o □urc□a□e Gi□Card□ and □o a□□rove a Re□olu□ion a□endin□ □e FY2019 □ud□e□. T□i□ ex□endi□ure i□ dee□ed con□i□□en□□i□ □e □rovi□ion□ under Florida S□a□e S□a□u□e 932.70□□(□)(a). (18□487). (C□ie□o□Police)

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*** MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve of the usage of Forfeiture Funds in the Amount of $5,000.00 to be used for Gun Buy Back Program to purchase Gift Cards and to approve a Resolution amending the FY2019 budget.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

□. A□□roval □or □e Ma□or □o □i□n □e Su□a□ard and Gran□A□ree□en□□i□ □e Florida Divi□ion o□E□er□enc□Mana□e□en□, and □o a□□rove a Re□olu□ion au□□ori□in□ □e Ci□ Mana□er and Finance Direc□or □o □i□n all □u□ure a□end□en□□ □o □i□ con□ra□. (18□488). (Finance Direc□or)

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*** MOTION by Deputy Mayor Blanco; Seconded by Councilwoman Warner, to approve for the Mayor to sign the Subaward and Grant Agreement with the Florida Division of Emergency Management, and to approve a Resolution authorizing the City Manager and Finance Director to sign all future amendments to this contract.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

6. Pur□uan□o □e Ta□lor Cree□ Re□ervoir/S□. Jo□n□ River (TCR/SJR) Wa□er Su□□l□ A□ree□en□ □i□ Oran□e Coun□, To□o Wa□er Au□ori□, Orlando U□ili□ie□ Co□ □i□ion and Ea□□Cen□ral Florida Service□, A□□rove □e Final Ran□in□ o□□e S□or□Li□ed Fir□ □□or RF□□18□18□COC, Tec□nical Con□ul□in□ Per□i□in□ Service□ □or □e TCR/SJR Wa□er Su□□l□ Pro□ec□To Au□ori□e □e Ci□ Mana□er and Ci□ A□orne□o Ne□o□a□e and Execu□e a Mul□i□Year Con□rac□□i□ □e To□Ran□ed Fir□ (HDR, Inc.). (18□463). (U□ili□ie□Direc□or)

M□. Enni□ read □e i□e□ in□o □e record.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the Final Ranking of the Short-Listed Firms for RFQ-18-18-COC, Technical Consulting Permitting Services for the TCR/SJR Water Supply Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm (HDR, Inc.).**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

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IX. INFORMATIONAL AGENDA:

1. Cocoa Police De□ar□□en□Di□□ric□Even□S□a□i□ic□ □or □e □on□□o□Au□u□, 2018. (18□466). (C□ie□o□Police)

X. REPORTS:

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M□. Ge□□a□i□ade an announce□en□re□ardin□ □e u□co□in□ To□Drive.

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adver□i□e□ en□□a□ □een □laced. T□e 2nd and □inal readin□ □ill □e on □□e Oc□o□er 24□ a□enda. He □oin□ed ou□□□a□i□ al□o Brea□□Cancer A□arene□□ □on□□. He added □a□□ou□□□ and □ra□er□ are □ein□ □en□o □o□e e□ec□ed □□ Hurricane Mic□ael.

Council□an W□i□□le □oin□ed ou□an a□□aul□□a□oo□ □lace in Vir□inia Par□. T□e □u□□ec□□a□ □een a□□re□ended and i□ □a□ on □□e ne□□. He ex□re□□ed □□e i□ □or□ance o□ □a□e□□ and □□an□ed C□ie□ Can□alou□e □or □i□ □ard □or□. C□ie□ Can□alou□e added □□a□□e □ecuri□□ ca□era□ □ere in□ru□en□al in □el□in□ □□e □olice de□ar□□en□□olve □□e ca□e a□ □a□□a□ □□e□did.

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Addi□ionall□, □□e announced □□e rededica□ion o□Dic□Bla□e S□adiu□ on Oc□o□er 18□.

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Mayor Parrish shared that he attended Senator Hukill's funeral over the weekend. He no□ed □□a□□er □a□□in□i□un□or□una□e and □e recalled a □e□or□□e □□ared □i□□ □er.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to adjourn the meeting of October 10, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:12 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

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

PROPOSAL & BENEFITS

PROPOSAL

The back lot of the old Home Depot property, located at 2320 Hwy 524, remains vacant at this time and the property owner believes it may take 3 - 3.5 years until new tenants are secured. In the meantime, we bring you a mutually beneficial agreement for use of the property. As cruise transportation providers, we'd like to fence in the back of the property to utilize it for our Port Canaveral cruisers' vehicle storage.

Though traditional parking lots charge their customers per day for parking, we operate differently. Instead of charging a typical pay-per-day fee, we offer complimentary parking with the purchase of round-trip cruise transfers. We do not charge customers for the storage of their vehicles. We charge only for the transportation to and from the cruise port.

In addition to adding fencing, we would have the space lit and video monitored as well to provide utmost safety. Our traffic impact on the surrounding area is negligible as we store a small amount of vehicles and operate a limited amount of hours: 8 AM - 11AM on cruise days only.

We would agree to use the property only until the owner leases the space again, in which case we would vacate promptly within 6 months.

PROPOSAL & BENEFITS

BENEFITS

We'd love to bring the economical benefits that Port Canaveral and Cocoa Beach experience daily because of the cruise industry to Cocoa.

On average, our lot would bring in 150-200 cars per cruise day. These cruisers typically spend an average of $20-$40 per person on gas, merchandise, and food while in the area. Altogether, this would equate to approximately $8,000 per cruise day, $24,000 per week, and $1.25 million annually in revenue for the local Cocoa area businesses.

Some of these businesses include: McDonalds, Cocoa Commons & Publix, Sunoco Gas Station, Walmart, Taco Bell, Dollar Tree, Aldi's, and many more.



ABOUT US

FLORIDA CRUISE PORTS

Florida Cruise Ports is the largest destination management company in Florida for pre and post cruise travel services. We specialize in online booking services marketed to cruise travelers that include hotel, transportation, and parking packages designed to complement their cruise.

CONTACT INFORMATION

Matt Phillips
(321) 305-6969
matt@floridacruiseports.com
www.floridacruiseports.com

Cocoa Redevelopment Agency
Redevelopment Plan
Agenda Item V1.2 (14-484)
1st Public Hearing

City Council
October 10, 2018

Cocoa CRA – Background Info

- Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes
  - Provides Authority to Undertake Community Redevelopment
    - City of Cocoa City Council adopted a Resolution on July 8, 1980, determining a Necessity for Redevelopment of Blighted Areas
    - City of Cocoa City Council adopted a Findings of Necessity Resolution on April 14, 1981
    - City Cocoa City Council established the Cocoa Community Redevelopment Agency on April 14, 198 with the adoption of Ordinance No. 10-81
- Power to modify Community Redevelopment Plan
  - Section 163.361, Florida Statutes
- **2018 Proposed Amended Community Redevelopment Plan**
  - 1997 Community Redevelopment Plan
  - 2008 Waterfront Master Plan (covered entire redevelopment area)
    - Plan was not amended at the time as projects and initiatives were found to be consistent with the 1997 Community Redevelopment Plan
  - 2018 Waterfront Master Plan update **(post Hurricane Irma)**

Why modify and adopt 2018 Community Redevelopment Plan

- **Cocoa CRA Community Redevelopment Plan was last modified and adopted in June 1997**



  - CRA Plan is a living document and projects, goals and activities should be evaluated and updated generally every 5 – 10 years.

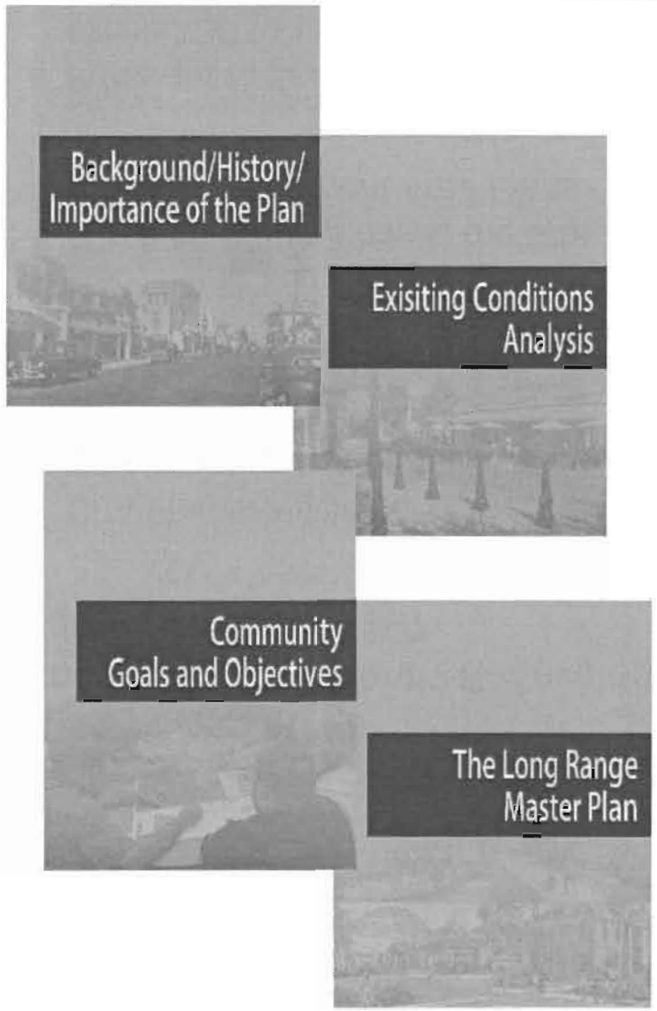
  - **City Comprehensive Plan Policy 1.1.4.9**

    "On a continuing basis, the City shall review and update, as necessary, the Redevelopment Area Plans."

  - Pursuant to Section 163.387, Florida Statutes, a modified plan cannot exceed 30 years – **thus, the 1997 Cocoa CRA Community Redevelopment Plan will expire in Fiscal Year 2027.**

  - Modifying and adopting new community redevelopment plan the Cocoa CRA will extend its life to the full life of CRA 60 years, which would **extend the agency until April 2041** enabling Cocoa CRA to undertake redevelopment projects and activities contained in plan.

What changed and what was modified



- Background/History – updated data,
- Existing Conditions – updated current conditions and maps and revised as appropriate
- Incorporated Frameworks for proposed Improvements
  - Establishment of sub-districts from 2008 Waterfront Master Plan
- Revised Community Goals, Policy Objectives & Plan Strategies
- Updated Capital Improvements Plan incorporating capital projects, **with established priorities and timelines**, from 2008 Waterfront Master Plan and (2018) Waterfront Master Plan Update



Plannng & Zoning Board Consistency Analysis

Planning & Zoning Board Review

- Prior to the Cocoa CRA's consideration of an update to its Community Redevelopment Plan, the City's Land Planning Agency (LPA), the Planning & Zoning Board, must review the proposed Plan for conformance with the City's Comprehensive Plan.

  Section 163.360(2)(a), Florida Statutes, requires the Community Redevelopment Plan, "Conform to the comprehensive plan for the ...municipality as prepared by local planning agency under the Community Planning Act."

Redevelopment Goals and Objectives

The Cocoa CRA Community Redevelopment Plan was evaluated for consistency with the City's Comprehensive Plan:

- Future Land Use
- Transportation
- Housing
- Solid Waste Management
- Stormwater Management
- Coastal Management
- Recreation and Open Space

Capital Improvements Plan

- Waterfront Improvements and Enhancements
- Lee Wenner Park
  - Recognizes Acquisition from Brevard County BOCC
  - Eliminated projects inconsistent
  - Location of New Civic Center
- Riverfront Park
- CRA Projects
  - Parking improvements
  - Provisions to improve and promote infill housing including workforce and affordable housing
  - Specific Sub-District Projects
- Catalytic Mixed-Use Development Sites
- Wayfinding – Gateways and Signage
- Streets

Planning & Zoning Board Finding

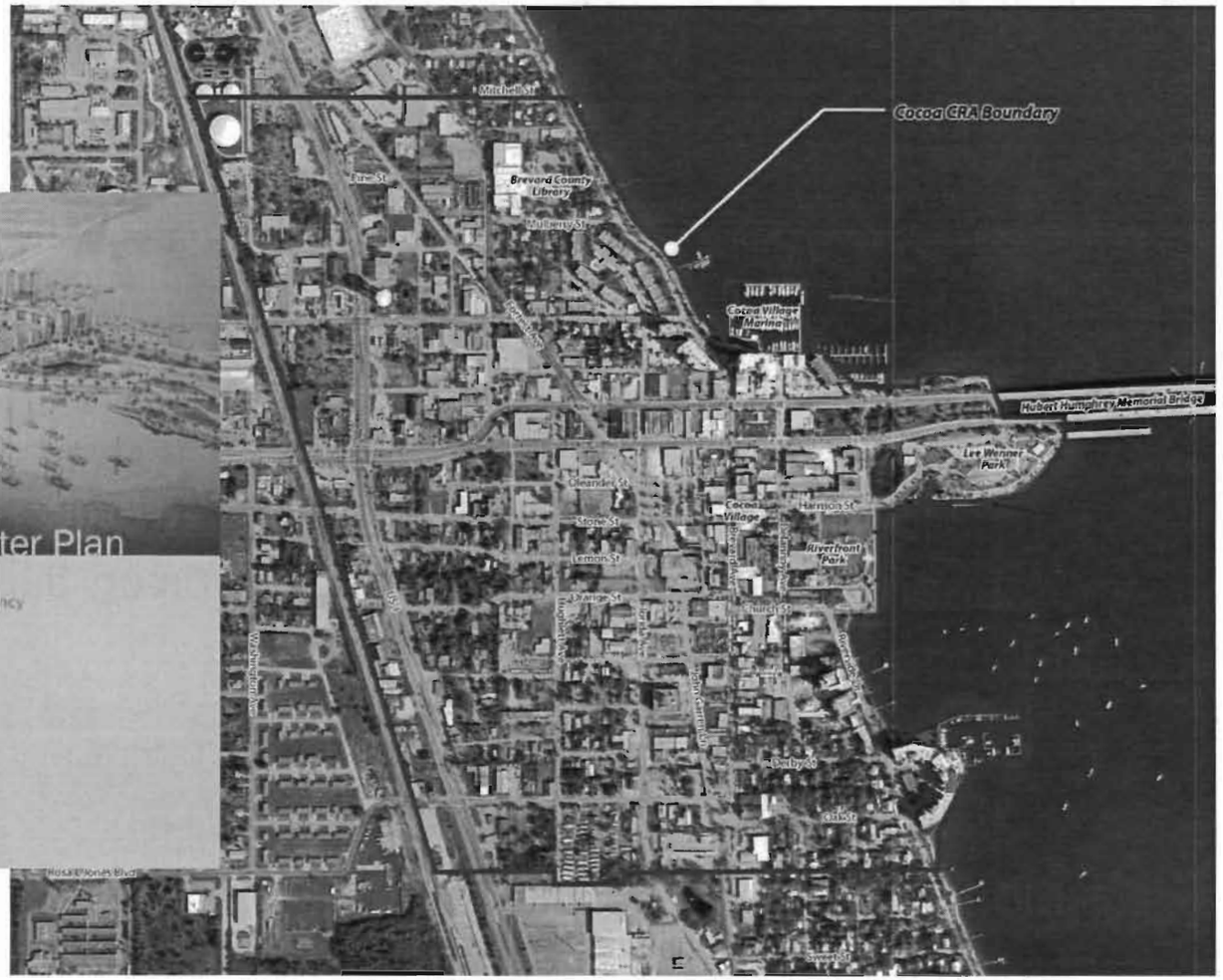
COCOA FLORIDA

- Planning & Zoning Board role was consider whether the proposed draft amended Community Redevelopment Plan was consistent with the City's Comprehensive Plan.

  - **On September 10, 2018, the Planning & Zoning Board found the 2018 Cocoa Community Redevelopment Plan as amended was consistent with the City's 2010-1020 Comprehensive Plan.**

2008 Master Plan – Covered the entire CRA





Waterfront Vision



Waterfront Master Plan
Great Recession of 2008

COCOA
FLORIDA

a. US1 Streetscape Improvements

b. New City Hall developed (LEED Silver)

c. Rosa Jones Park / Square Designed (not yet built)

d. Form-Based Code Adopted
   a. Waterfront Overlay
   b. Development and Design Guidelines

e. Wayfinding Finding (Program and guidelines developed...entry signs erected)

f. SR520 Improvement – FDOT Corridor Study

g. Florida Avenue Streetscape

h. Lee Wenner Park Conveyed from County to City

i. Acquired Oaks Mobile Home Park

j. Parking Study Report 2017 Update

k. Gateway Signage Elements

l. Referendum preserving Public Use / Scenic Vista water's edge use.

m. Pre-Development Activities – Brownfields Environmental Site Assessments



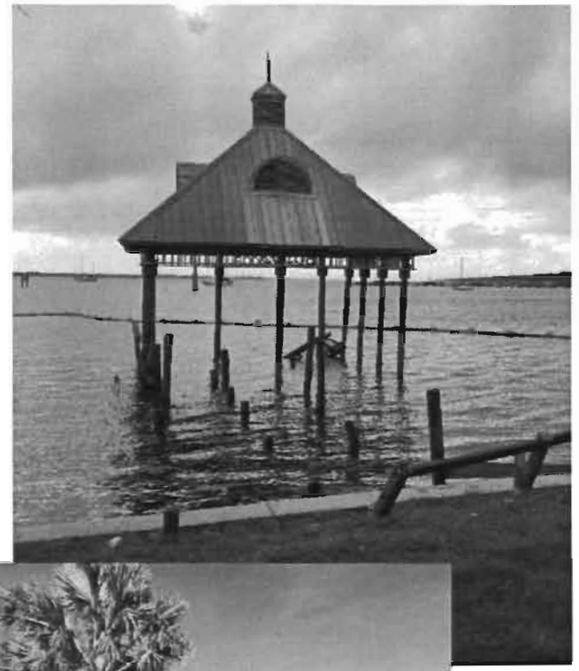
Rosa Jones Square Vision, now designed to construction document level

Florida Avenue Streetscape and new Business Development



Post Hurricane Irma – Master Plan Update

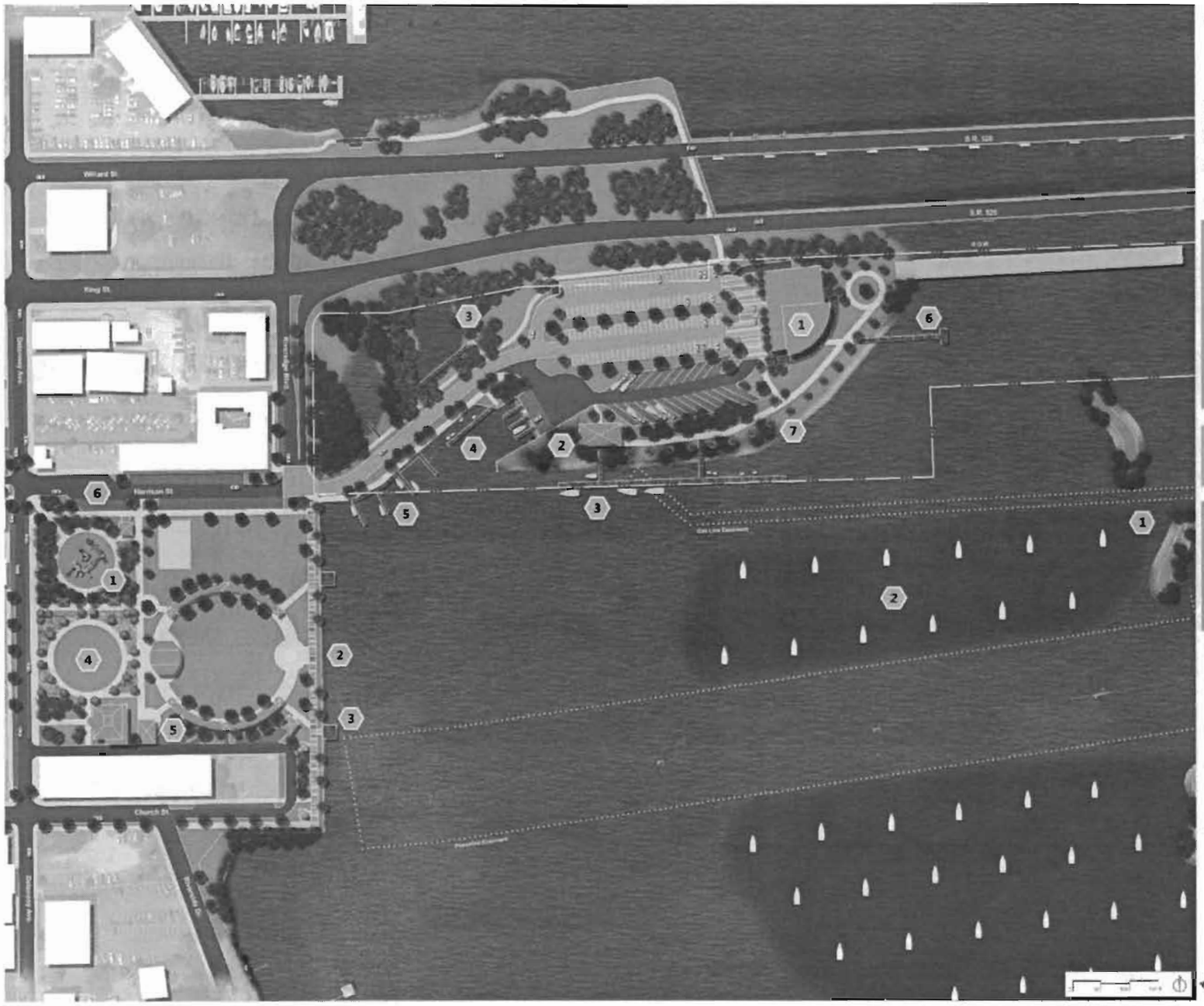
- Build Upon 2008 CRA Approved Master Plan
- Acknowledge Projects Completed Since 2008
- Recognize Repair Efforts due to Hurricane Irma
- Incorporate Lee Wenner Park acquired from Brevard County BOCC
- Incorporate Projects Already Underway
- Include Broad Community Input for Key Goals
  - 10 Year Action Plan
  - Long Term Objectives
  - Conceptual Level Planning
  - Order of Magnitude Budgeting





A High Level, Direct, Planning Effort...

...What do we want to put back, change or add?



City of Cocoa

Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

Waterfront Improvements

1. Living Breakwater
2. North Mooring Facility + Pump Out vessel & facilities
3. T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction
4. Dinghy Dock
5. Day Slips
6. New Fishing Pier, East Lee Wenner Island
7. Shoreline Stabilization

Lee Wenner Improvements

1. Civic Building
2. Harbor Master Building
3. Lee Wenner Park Renovation

Downtown Park Improvements

1. Taylor Park Renovation
2. Promenade
3. Overlooks
4. Porcher House Lawn + Garden
5. Support Building for Amphitheater
6. Harrison Street Streetscape

Cocoa CRA 2018 Redevelopment Plan

Cocoa CRA Board Action: Cocoa CRA Board considered and approved the updated Cocoa Redevelopment Agency Redevelopment Plan at Special Cocoa CRA Meeting on September 18, 2018. The Cocoa CRA Board recommends City Council approve the 2018 Cocoa Redevelopment Agency Plan.

Public Hearing: Pursuant to s. 163.361,(3)(a), Florida Statutes, the governing body (Cocoa City Council) shall hold a public hearing on a proposed modification on any community redevelopment plan.

Notice to Taxing Authorities – Legal Advertisment

- Pursuant to s. 163.361,(3)(a), Florida Statues, the City of Cocoa noticed the Brevard County Board of County Commission Chairperson and County Manager via email on September 21, 2018 and Certified Mail.
  - Extended an offer to provide a presentation to the BOCC.

- Pursuant to s. 163.361,(2), Florida Statues, the City of Cocoa legally advertised the public hearings for the Ordinance to adopt the updated Cocoa CRA Redevelopment Plan in the Florida Today newspaper on Septemeber 25, 2018.

Cocoa CRA 2018 Redevelopment Plan

COCOA
FLORIDA

Cocoa CRA Board Action: Cocoa CRA Board considered and approved the updated Cocoa Redevelopment Agency Redevelopment Plan at Special Cocoa CRA Meeting on September 18, 2018. The Cocoa CRA Board recommends City Council approve the 2018 Cocoa Redevelopment Agency Plan.

Requested Action: Approve the First Reading of Ordinance 10-2018 approving the 2018 Cocoa Redevelopment Agency Plan Update.



Questions and Public Comment

CRA Redevelopment Plan Update Timeline

April 10, 2018	CRA Board – Presentation by GAI on Waterfront Master Plan Update
June 12, 2018	CRA Board directed staff to draft amendments to modify CRA Redevelopment Plan.
August 29, 2018	Cocoa CRA Plan Public Meeting
September 4, 2018	Special Cocoa CRA Meeting – Update CRA on Draft Plan
September 10, 2018	Special Planning & Zoning Meeting
September 18, 2018	Special Cocoa CRA Meeting To Approve Plan
October 10, 2018	**City Council First Reading**
October 24, 2018	**City Council Second Reading**

Legislation Details (With Text)

File #:	18-617	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/27/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes of the District 4 Town Hall Meeting on October 16, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-16-18 District 4 Town Hall Meeting.pdf District 4 Town Hall Statistics.pdf District 4 Incidents & Cases Report.pdf Code Enforcement Activity Report.pdf Fire Department Presentation.pdf District 4 Town Hall Meeting 10-16-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 4 Town Hall Meeting on October 16, 2018, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 4 Town Hall Meeting on October 16, 2018, as written or with amendments

MINUTES

CITY OF COCOA
DISTRICT 4 TOWN HALL MEETING

October 16, 2018

The District 4 Town Hall Meeting was held on Tuesday, October 16, 2018 at Fire Station #1, 1740 Dixon Blvd., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Deputy Mayor Jeri Blanco called the meeting to order at 6:08 PM.

Present:	Jeri Blanco	Deputy Mayor
	Don Boerver	Councilman
	Brenda Warner	Councilwoman
	Clarence Wimberly, Jr.	Councilman
	John Titanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Henry U. Parrish III	Mayor

Other staff members present:

Ed Werich, Public Works Director; Jack Wall, Utilities Director; Gene Prince, Fire Chief; Jonathan Lamb, Deputy Fire Chief; Karen Hamilton, Community Services Director; Rebecca Boman, Finance Director; Tad Geiger, Administrative Services Director and Mike Canalouse, Police Chief.

II. Discussion Topics

1. Department Presentations

Deputy Mayor Blanco introduced all staff members.

She reviewed statistics[1] for District 4 including the population, median household income, housing units, code cases, and percentages for workforce and education.

[1] Exhibit A: District 4 Town Hall Meeting Statistics Sheet

City Manager Tita[illegible] shared information regarding population growth. He pointed out that the current population is 19,286 and has grown seventeen and a half percent since 2010.

He discussed the Ad Valorem Tax Rate and provided a historical review of valuations since FY08 when the recession hit.

He spoke in regard to the FY19 budget and broke down the General Fund revenue, Water/Sewer Fund revenue, and Storm Water Fund revenue funding source. He shared the FY19 budget vs. the FY18 amended budget by department. Additionally, he explained the FY19 Water/Sewer Fund and Storm Water Fund budget vs. the FY18 amended budget breakdown.

City Manager Titsanic mentioned that the City had received an Excellence in Financial Reporting achievement award as well as an exceptional Moody's rating. In addition to those achievements, he shared recent projects in the City such as the Walmart Distribution Center, Wawa, Rocket Crafter, SunTrust, Flint J and Mike Erdman. He also shared information regarding incoming subdivisions and expansions such as Adams Pond Creek, Lake Side Pal and the Courage at Cocoa.

He noted that the Dr. Joe Lee Smith Center is a storm water detention and the City is also in the process of entering the TD Docks Pact. He spoke in regard to the Stone Street Redevelopment Project, the Courage at Cocoa and the gateway feature that will be located near City Hall.

City Manager Titsanic pointed out that there will be a second reading of the CRA Plan on October 24 at City Hall and encouraged all to attend to share their feedback. He mentioned information for additional upcoming events such as the Cocoa Village Arts Craft Fair, Governmen Week, the Fall Festival at Riverfront Park and the Cocoa/Rockledge Holiday Parade.

Lastly, he shared contact information and all media outlets for the City.

Ms. Linda Dolphin, Cocoa, asked for an update regarding Water Street. In response, City Manager Titsanic stated that there have been discussions but no one ever came to connect to City water and no Council action would be required. He also pointed out this agenda item and comment.

A citizen inquired if the Courage at Cocoa will consist of affordable housing. In response, City Manager Titsanic stated no but near the development will offer low to moderate housing.

Chief Candelore provided a handout[2] to join incidents and cases in District 4 from January 1, 2018 to September 30, 2018. He also shared a handout[3] regarding Code Enforcement activities in District 4 from January 1, 2018 to October 12, 2018.

He mentioned the promotions and additions and shared there is an additional SRO at Endeavor Elementary as well as a School Safety Specialist at Cocoa Riverside Elementary.

Chief Candelore discussed traffic enforcement and enforcing wide-load routes. In regard to safety, he added the Cocoa Police Department has designated two parking lots for internet exchanges vehicles under surveillance.

He mentioned recent events such as the School Supply Drive, the K9 Competition and the Gun Buy Back event where thirty-nine (39) guns were received and gift cards were given out in exchange. He added the Toy Drive has been run and will end on November 16th. Donations will be accepted in any one is interested.

Furthermore, he pointed out crime trends and noted that crime rates are continuing to decrease. He encouraged everyone to lock their car doors and house doors to prevent burglaries. He added there is a camera registration and any homeowners who have security cameras can register online with the Police Department to link their surveillance.

Lastly, he shared contact information for the Police Department and thanked everyone for being the eyes and ears for the Police Department.

A citizen inquired about traffic light camera. In response, Chief Candelore shared the pros and cons traffic lights and pointed out that can cause an increase in rear-end crashes, video surveillance can be inaccurate, and ticket issued from outsourced companies can cause people to question the legalities of the tickets.

Mr. James Smith, Carleton Terrace, Cocoa, inquired about a crosswalk at the new convenience store on Michigan Avenue and US1. Mr. Wesley and Chief Candelore advised they would investigate the issue.

Chief Prince presented a power point[4] presentation. He provided statistical information for Fire Rescue calls and shared call for service statistics. He noted that the average response time is 4.39 minutes and pointed out the location of the three new fire stations.

[2] Exhibit B: Cocoa Police Department District 4 Incidents & Cases Report
[3] Exhibit C: Code Enforcement District 4 Activity Report
[4] Exhibit D: Fire Station Statistics

He discussed new challenges the Fire Department faced in 2018 and the challenges they face in the future. He explained some of the challenges include seeing increased demand for service, maintaining an ISO 3 rating, responding to the 613,000 square foot building at issue on the Walmart Distribution Center, and potential impact from Brightline train traffic could have an impact from thirty (30) per day. He pointed out that the loss of ISO rating in ten (10) and this effects homeowners' insurance and fire insurance for businesses.

Mr. Smith inquired about lead detection sensors at the Walmart Distribution Center and evacuation plans for residents. In response, Deputy Fire Chief Lance explained that when preliminary drawings were submitted the Fire Department required additional sensors on both the inside and outside of the building as well as extra shutoff valves. He also shared that there is an evacuation plan for residents.

Mr. Larry Kohl, Indian River Dr., Cocoa, inquired about blue detectors at hydrants and who to contact if there are drawings that do not have been. In response, Chief Prince advised him to reach out to the Fire Department.

Mr. Walsh provided a power point presentation. He shared information regarding the six (6) divisions in the Utilities Department. He discussed potable water capacity and shared information about the sewer system.

Mr. Jake Williams, Cocoa, inquired about collapsing trees where pipes have been relined. In response, Mr. Walsh stated that in the nine (9) years he's been with the City of Cocoa and in the twelve (12) miles of pipe that have been relined he has never been notified.

Lastly, Mr. Walsh shared contact information for the Utilities Department.

Mr. Smith asked if hydrants extend potable water or reclaimed water. In response, Mr. Walsh answered potable water.

Ms. Dolphin inquired about the sulfur smell that happens when water hasn't been turned on for a period of time. In response, Mr. Walsh explained that if a homeowner does not use their water for a period of time the water that has been stuck in the pipes is flushed. He pointed out that water pressure runs a little harder in Cocoa for various reasons due added that older homes have copper pipes and after a while the "hard water" will leave a calcium residue which acts as a barrier between the water and copper pipes.

[5] Exhibit E: Utility Department Statistics

Mr. Williams inquired about reclaimed water in Fern Meadows. In response, Mr. Walker explained that there is no reclaimed water between 9.

Mr. Kohut inquired if there are any plans to expand reuse water. In response, Mr. Walker stated that there are no current plans to expand but via neighborhood planned to connect to it there would have to be a portion of the cost.

Mr. Weberitzke in regard to the Public Works Department. He noted that the road maintenance is now paid for by the City. He mentioned the construction on Clearlake Road and shared FDOT's three (3) levels of process which include design, right of way acquisition and construction. He shared information about the widening of SR 28 mentioned that the right of way acquisition is slated for 2024.

Additionally, Mr. Weberitzke noted several projects in place such as the Cocoa Connector, the Hearth of Cocoa Meeting Room, the Battle Box project and the Stone Street project. He briefly spoke in regard to water issues at Lenning in Broadmoor Acres and shared that the City is working on resolving the issue. Lastly, he shared that the plan is working with FPL to upgrade some of the street lights in the City to LED.

In closing, Council thanked all for coming and thanked Mayor Parrish for sharing information.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 8:08 pm.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

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

District 4 Town Hall Meeting

POPULATION
4,468

MEDIAN HOUSEHOLD INCOME
$29,746

WORKFORCE
39.6
Average Age

7.6%
Unemployment Rate

EDUCATION

13%
Bachelor's/Grad/Prof Degree

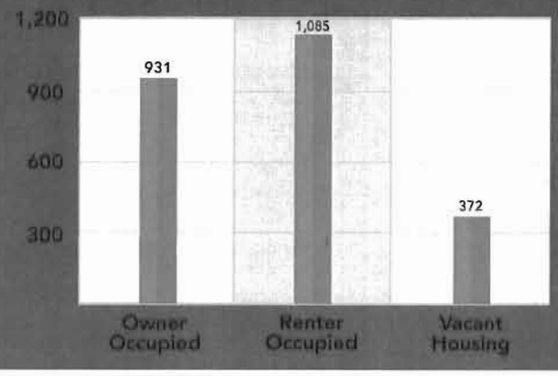
17%
No High School Diploma

40%
Some College

30%
High School Graduate

HOUSING

2,389
Housing Units



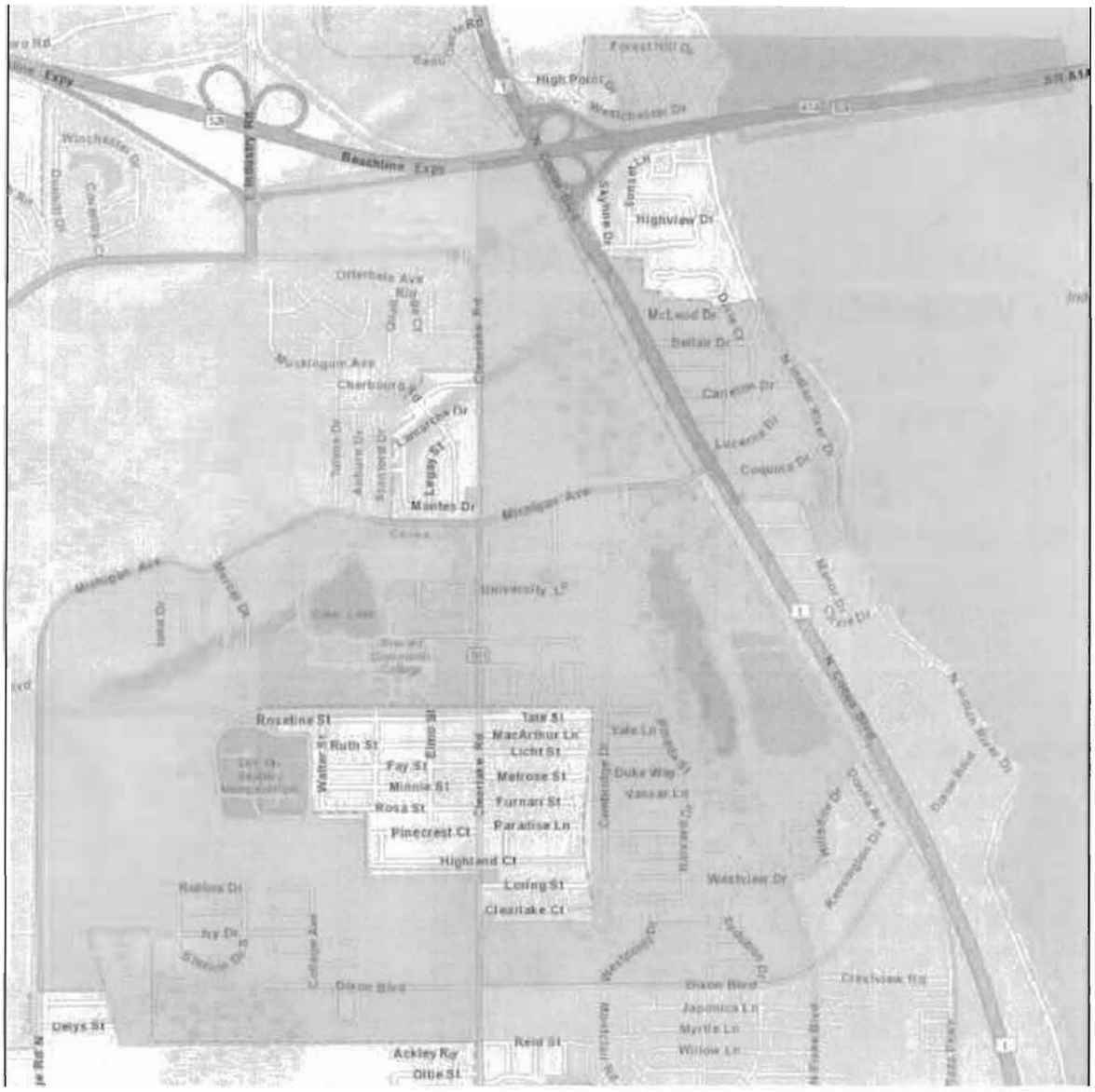
2
Total number of FY 2019 Public Works and Utilities projects

91
Total number of code cases since January 1st
34 still active, 7 code board cases, 57 complied cases, 10 cases w/running liens, 2 lien reductions

8
Total number of new businesses that have opened in Dist 4 since January 1st
(List on back)

*Data estimates based on 2010 US Census

District 4 Town Hall Meeting



List of New Businesses that have opened in District 4 since January 1, 2018:

- Space Coast Aerospace Services, LLC, 1970 Michigan Ave. - New
- Melendez Premier Services Inc., 1209 Columbia Way - New
- Nobility Maintenance, Inc., 1420 Stetson Cir. North - New
- L & D Landscaping & Designs, LLC, 2203 Dartmouth Dr. - New
- LA Favorita Inc., DBA Magical Decorations For Parties, 1906 Furman Ct. - New
- Elipsis Engineering & Consulting, 1970 Michigan Ave. - New
- Domino's Pizza #3130, 1620 Clearlake Rd. - New
- Wilson Palacios Lawn Service, 1212 Westview Dr. - New

List of FY 2019 Public Works and Utilities Projects:

- Michigan Ave. Force Main and Reclaim (US1 to Clearlake)
- Dixon Blvd. Sidewalk

SR-528 Update

The SR-528 project is currently in the design phase. FDOT anticipates the funding for the right of way acquisition to occur in 2024. Representatives from FDOT have provided a written statement to indicate **no homes in the City of Cocoa will be taken for the purposes of expanding the roadway.**

Cocoa Police Department
District 4 Incidents & Cases Report

-Methodology-

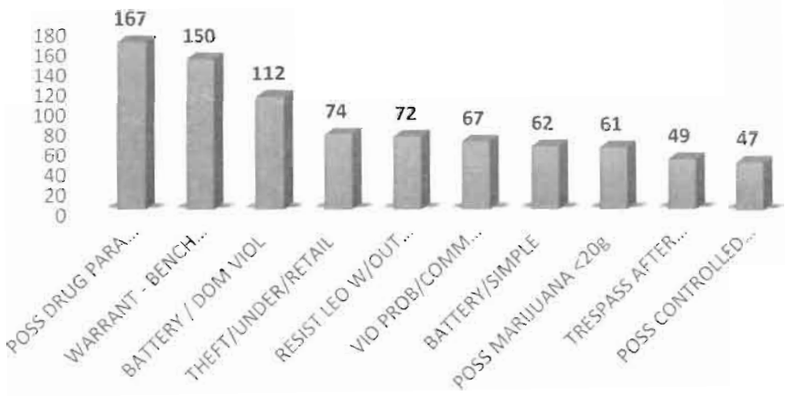
Data Source: Aegis MSP Law Enforcement Records

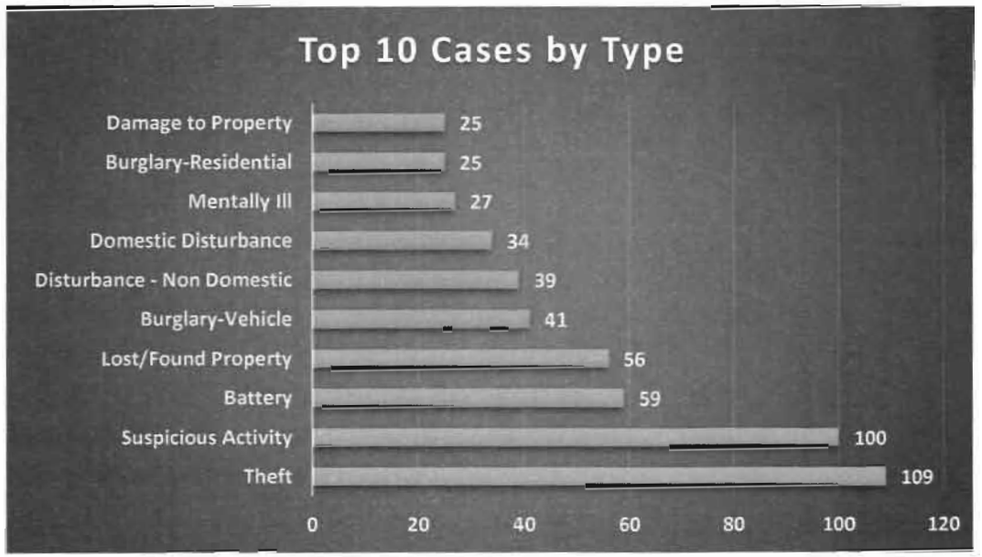
Date Range: January 1, 2018 – September 30, 2018

Data Analyzed: Incidents, Cases and Arrests

Analyst Notes The table and graphs below illustrate totals of Incidents, Arrests and Cases generated from District 4 from January 1, 2018 through September 30, 2018.

Year (January 1, 2018 – September 30, 2018)	Incidents (Patrol Checks NOT included)	Cases	Arrests/ Capias Request
2018	6,768	791	183

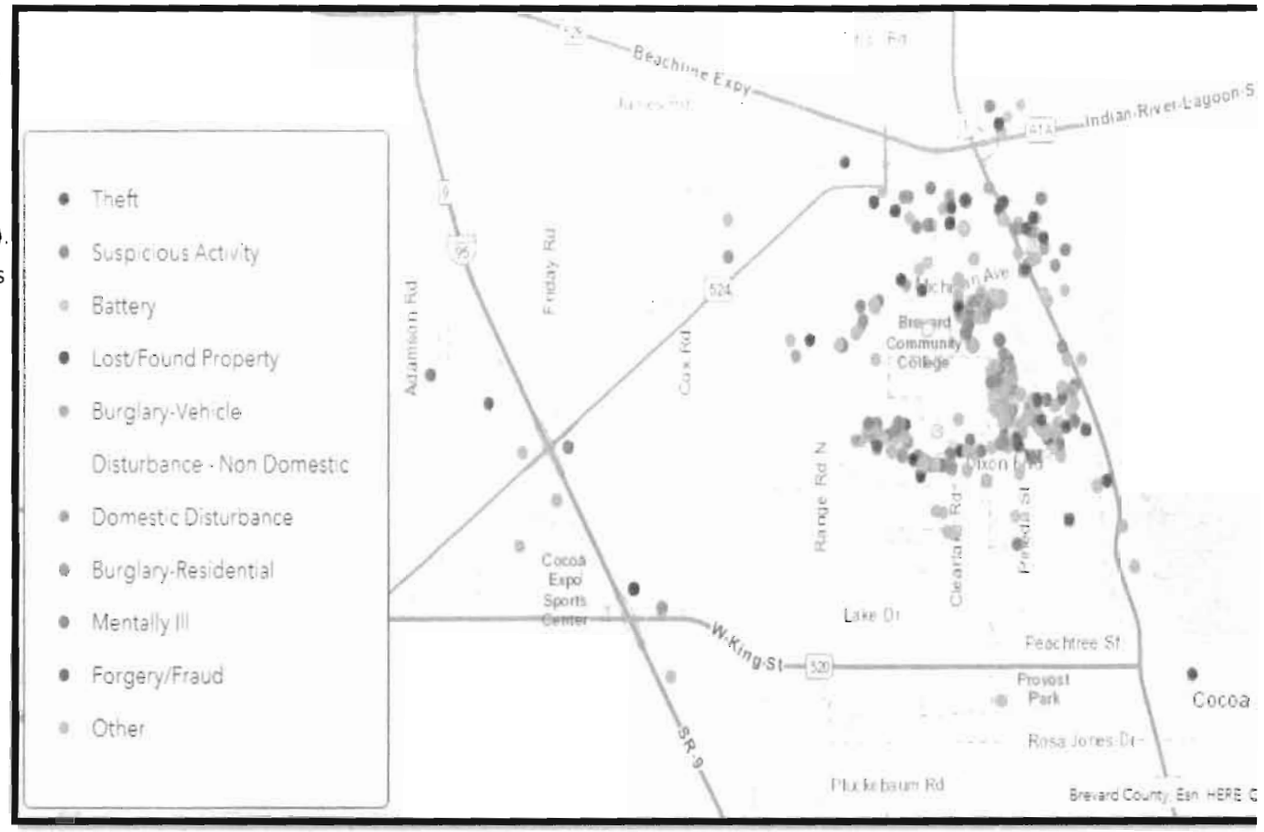




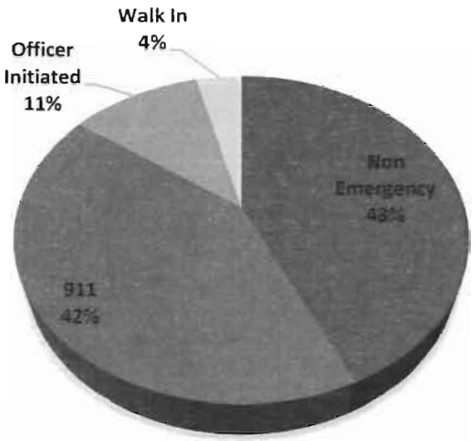
Source: Aegis MSP (Law Enforcement Records), Monthly UCR Reporting Form
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Activity Findings

- 791 (12%) of Incidents became cases.
- 504 (64%) of cases are closed.
- There were a total of 183 (36%) cases closed with an arrest(s) or capias request(s).
- 58% of cases closed with an arrest or capias request were generated from Thefts(47), Batterys(25),Suspicious Incidents(12), Trespassing(12) and Traffic Stops(11).



District 4 Case Source

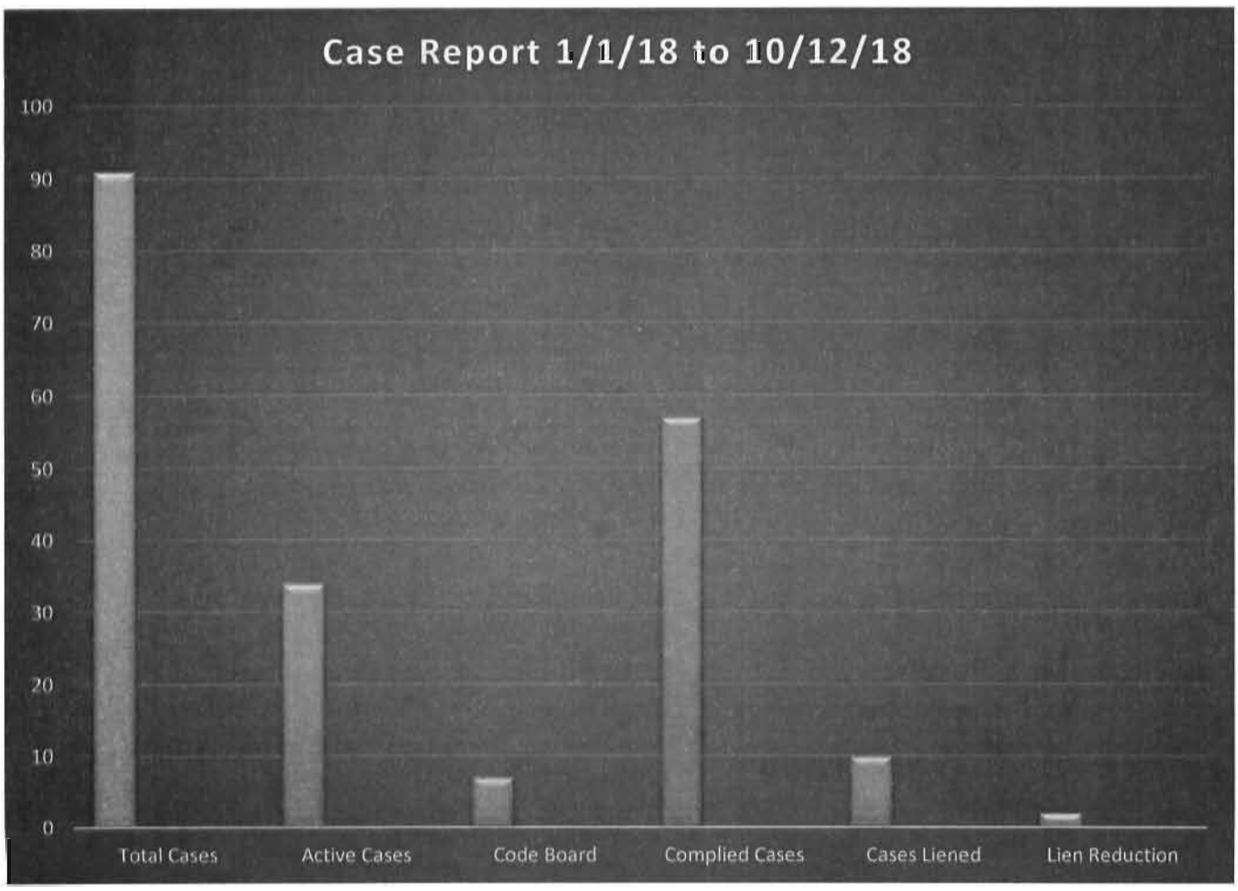


NOTE: The cases totals are based on data that has been merged into Aegis as of (10/12/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records), Monthly UCR Reporting Form
Originator: Dalaity Henson, Law Enforcement Analyst

Code Enforcement District 4
Activity Report
1/1/18 to 10/12/18

Total Cases	91
Active Cases	34
Code Board Cases	7
Complied Cases	57
Case with Running Liens	10
Lien Reductions	2







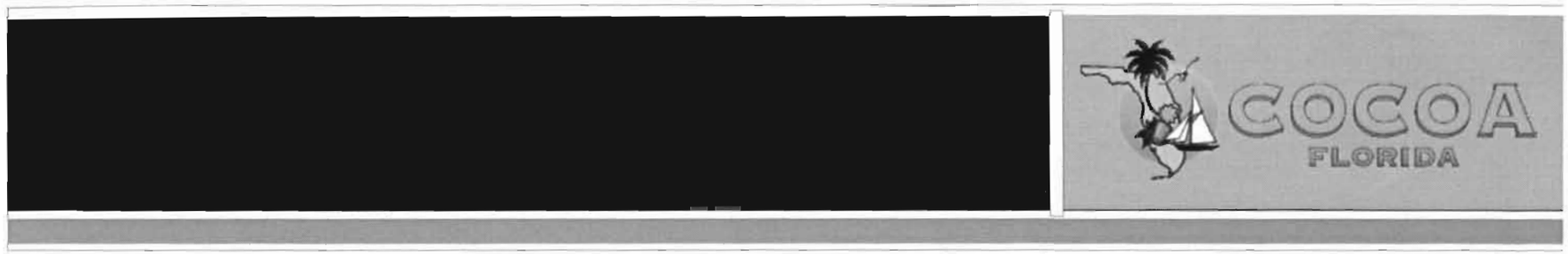
Gene Prince
Fire Chief



Cocoa Fire Department Services

COCOA
FLORIDA

- Fire Suppression
- Fire Safety Education and Prevention
- Advance Life Support (ALS) Medical Services
- Hazardous Materials 1st Response
- Mutual-Aid and Auto-Aid with Rockledge and Brevard County



- 42 Emergency Response Personnel
- Each member is dual certified as a Firefighter and an EMT or Paramedic
- Four personnel in Fire Administration
- 3 Fire Stations
- 3 front line Fire and Advance Life Support EMS response units

Calls For Service

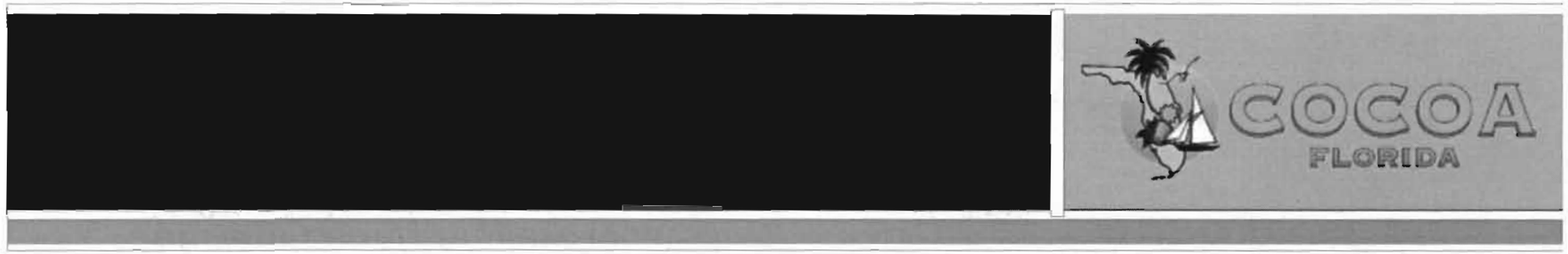
2018	4101	10 months of 2018
2017	5365	1% increase over 2016
2016	5297	9% increase over 2015
2015	4866	6% increase over 2014
2014	4570	6% increase over 2013

COCOA
FLORIDA

- Administration & Station 1
  - 1740 Dixon Blvd
- Station 2
  - 300 Brunson Blvd
- Station 3
  - 3505 HWY 524

- Ambulances are operated by Brevard County and are located in Cocoa, West Cocoa, Rockledge, Canaveral Groves & Merritt Island.





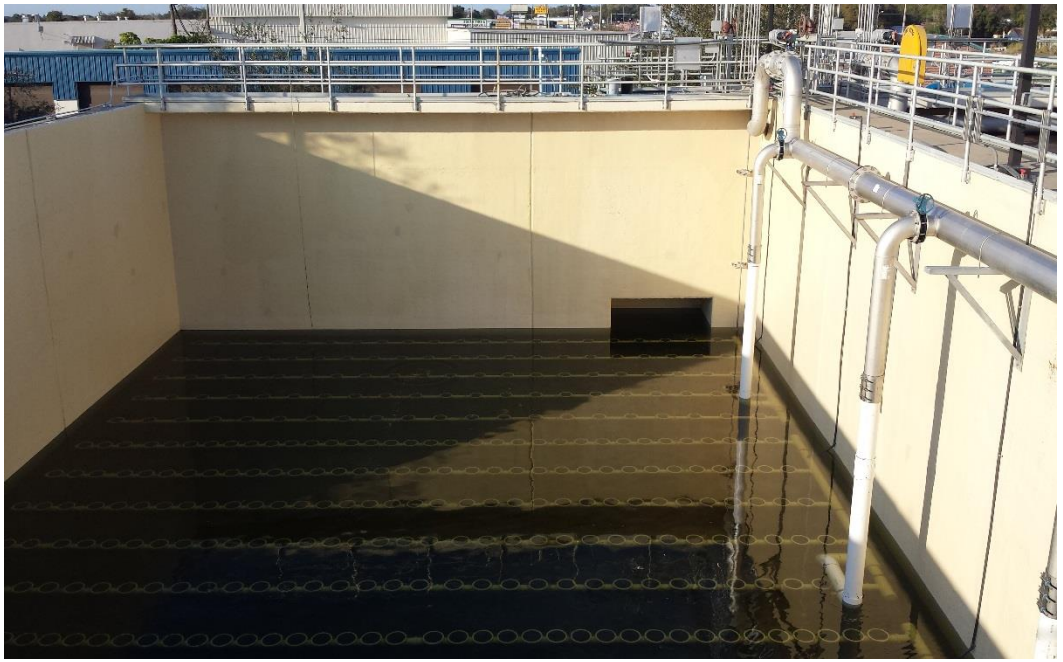
- Meeting increase demands for service
- Response to the 613,000 square feet Walmart Distribution Center
- Brightline - high speed passenger train. Two tunnels, 1 – 603 feet long and 1- 205 feet long will be in the City limits of Cocoa. 30 trains a day 5 rail crossings in the City at 100 + mph.
- Maintaining ISO 3 rating -

District 4 Town Hall Meeting

10/16/18

Utilities Department





Jack Walsh, P.E.
Utilities Director

Divisions

- Dyal Plant
- Sellers Plant
- Water Field Operations





- Sewer Collections
- Engineering
- Administration/Laboratory

Potable Water System

- 1,300+ miles of transmission and distribution piping
- 20,400 water valves
- 6,300 hydrants
- 83,000 meters/connections
- 280,000 +/- customers
- 268 square miles of service area
- 22 MGD average flows
- 48 ground water wells





Sewer System

- 61 miles of gravity mains and 35 miles of force mains
- 53 lift stations
- 6,800 connections
- 11 square miles of service area
- 1.8 MGD average flows



- Reclaim Water
  - 73 miles reclaim distribution piping
  - 2,070 customers



System Highlights 2018

- Dyal
  - 5.5 Billion gallons pumped (through June)
  - 21.3 MGD average day flows (August)
- Seller Plant
  - 2.0 MGD average day flows
  - FDEP Waste Water Permit Renewal (complete) ✓

- Field Operations
  - 13,290 work orders completed in FY 18
  - ~3,000 system valve assessments completed FY18
  - 11,781 l.f. of gravity sewer has been slip lined in FY18 (over 66K total)
  - ~20,000 l.f. of gravity sewer mains cleaned in FY18

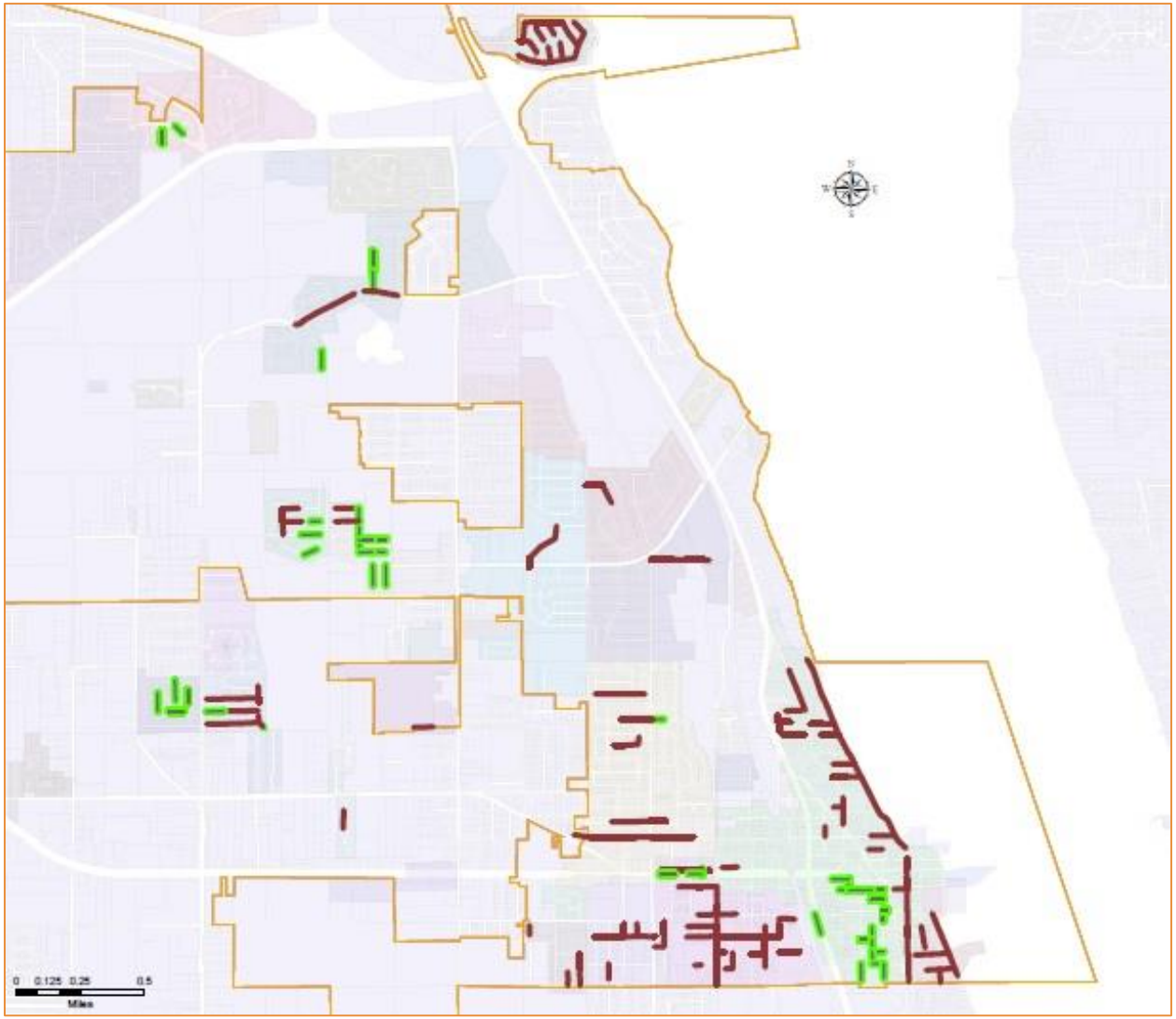
System Highlights 2018

- Engineering
  - Dyal Surface Water Clearwell Complete ✓
  - TTHM Water Quality Study Complete ✓
  - Sellers MCC 1-6 construction – 37% complete
  - Sellers FDEP Permit Renewal –Complete ✓
- Laboratory

  Testing for UCMR 4 (Unregulated Contaminant Monitoring Rule) such as cyanotoxins, brominated haloacitic acids

  will be complete in December 2019

System Highlights 2018



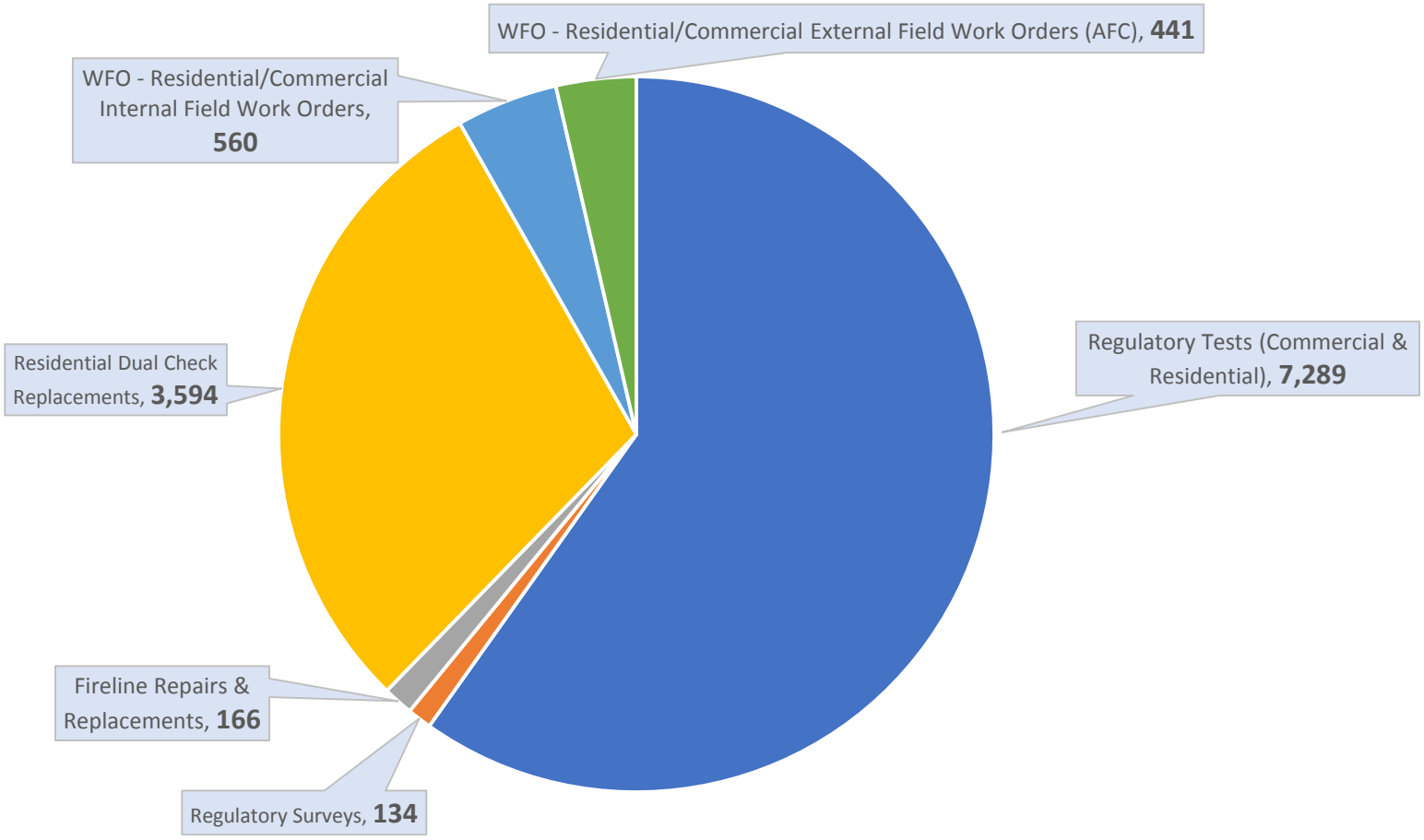
Gravity Sewer Main Lining 2008-2018

Year Segments Lined
2018 (44) Lined Segments
2008 thru 2017 (204) Lined Segments
CocoaBoundary

2018	11,781 Feet of main lined
2008 - 2017	54,947 Feet of main lined

System Highlights 2018

FY18 Cross-Connection Control Activities



System Highlights 2018



System Highlights 2018

Dyal Plant

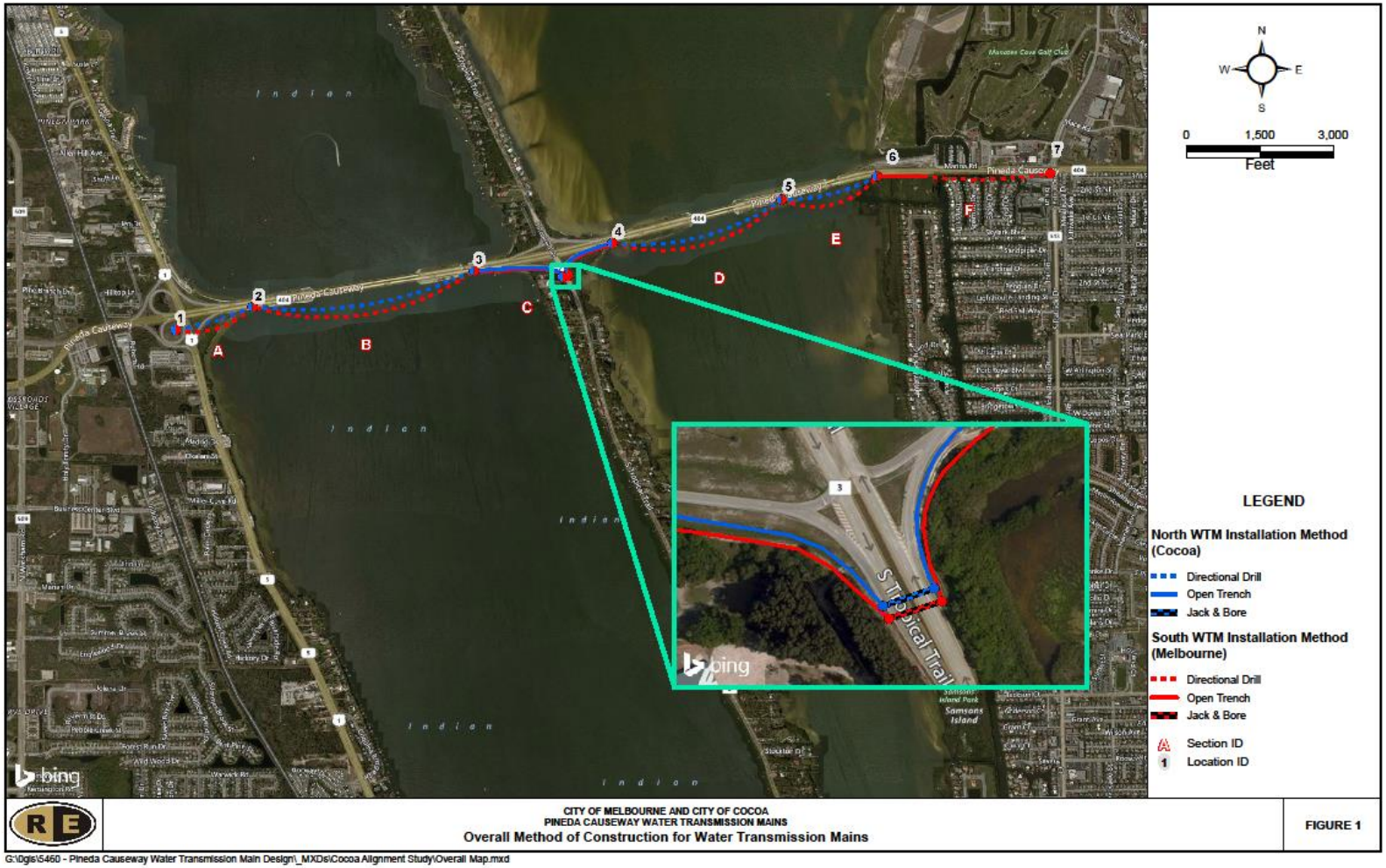
New Clear Well ✓



System Highlights 2018

Pineda Causeway

Joint Design Underway



Contact Information

- Cocoa Utilities: (321) 433-8700
- Customer Service: (321) 433-8400

- After Hours Emergency
  - (321) 433-8400



City of Cocoa

Questions…

Legislation Details (With Text)

File #:	18-630	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/3/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes of the Regular Meeting of October 24, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-24-18 Minutes.pdf Exhibit A: Sister City Presentation.pdf Exhbiit B: Ordinance 06-2018 Height Amendment.pdf Exhibit C:Cocoa CRA Redevelopment Plan Update Cocoa CRA City Council 2nd Public Hearing				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular Meeting of October 24, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular Meeting of October 24, 2018, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 24, 2018

A Re□ular Ci□□ Council Mee□in□ □a□ □eld on Wedne□da□, Oc□o□er 24, 2018, in Cocoa Ci□□ Hall, in Ci□□ Council C□a□ □er□, loca□ed a□ 6□ S□one S□ree□, in Cocoa, Florida, 32922, a□ □u□lic□ no□iced.

I. OPENING MATTERS:

Ma□or Parri□□ called □□e □ee□in□ □o order a□ 6:04 □.□.

C□ie□ Prince □rovided □□e invoca□ion and Council□an Boi□ver□led □□e a□□e□ □□in □□e Pled□e o□ Alle□iance □o □□e Fla□ o□ □□e Uni□ed S□a□e□ o□ A□erica.

T□e Ci□□ Cler□ □oo□ □□e roll.

PRESENT:	Henr□ U. Parri□□ III	Ma□or
	Jeri Blanco	De□u□□ Ma□or (a□□ended via □□one)
	Don Boi□ver□	Council□an
	Clarence W□i□□le, Jr.	Council□an
	An□□on□ Gar□ane□e	Ci□□ A□□orne□
	Jo□n Ti□□anic□, Jr.	Ci□□ Mana□er
	Ma□□ Fu□rer	A□□i□an□ Ci□□ Mana□er
	Carie S□eal□	Ci□□ Cler□
ABSENT:	Brenda Warner	Council□o□an

OTHER STAFF MEMBERS PRESENT:

Jac□ Wal□□, U□ili□ie□ Direc□or□ Karen Ha□il□on, Co□□uni□□ Service□ Direc□or□ Mi□e Can□alou□e, C□ie□ o□ Police, Gene Prince, Fire C□ie□□ Ed We□eri□, Pu□lic Wor□□ Direc□or□ Re□ecca Bo□□an, Finance Direc□or□ Jona□□an La□□, De□u□□ Fire C□ie□□ Ton□ Jone□, Flee□ Mana□er□ Dodie Seli□, Plannin□ □ Zonin□ Mana□er□ and LeS□a□n Hin□on, Hel□de□□ Su□□or□ Tec□□

II. APPROVAL OF AGENDA AND MINUTES:

1. A□enda: Re□ular Mee□in□ o□ Oc□o□er 24, 2018 (18□□07)
2. Minu□e□: N/A

Ci□ Mana□er Ti□anic□ announced □a□ Council□o□ an Warner □a□ ou□o□□o□n and □ad ini□ial□ re□ue□ed □a□ I□e□ VI.1 □e □a□led. He □a□ □ince received in□or□a□ion and □□e i□ine i□i□ no□a□led.

S□e i□ re□ue□in□ □a□ I□e□ VII.1 re□ardin□ □□e e□a□li□□□en□ o□□□e Cocoa Police Co□□uni□□ Rela□ion□ Advi□or□ Co□□i□ee □e □a□led un□il □□e nex□□ee□in□.

Council□an W□i□□le doe□ no□ a□ree □i□□ □□a□ and □an□ed □o □no□ a □ood rea□on a□□o □□□i□□□ould □e □a□led.

Addi□ionall□, Ci□□ Mana□er Ti□□anic□ □oin□ed ou□□□a□ an i□e□ needed □o □e added under Ci□□ Bu□ine□□ (File ID: 18□□2□). I□e□ VIII.2 (File ID: 18□464), □ould no□ □e I□e□ VIII.3 under Mul□i□Year Con□rac□□.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the Agenda for the regular meeting of October 24, 2018 with the amendments, and Item VII.1 will not be tabled.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

Ci□□ Mana□er Ti□□anic□ advi□ed □□a□ Council□o□ an Warner did □a□e □□e could □e con□ac□ed □□ □□one i□ needed.

III. AWARDS AND PRESENTATIONS:

1. Re□olu□ion □or Florida Ci□□ Govern□en□ Wee□, Oc□o□er 22□28, 2018. (18□497). (Ci□□ Mana□er)

Ci□□ Mana□er Ti□□anic□ read Re□olu□ion No. 2018□098 in□o □□e record. He no□ed □□a□ Florida Lea□ue o□ Ci□ie□ □ad re□ue□ed □□a□ all □overn□en□□ reco□ni□e and cele□ra□e □□i□ □ee□. Prior □o □□e □ee□in□, all de□ar□□en□□ □ad a□le□ □e□u□ in □□e lo□□□ in order □o □ive ci□i□en□ and cu□□o□er□ a c□ance □o □□ea□ i□□□ □□e□ and □o

learn □□a□□e□ do. T□e Ci□ □ill al□o □ave □o□e o□□e lar□e ruc□□a□□e Fall Fe□ival □o □a□c□ildren and adul□ can loo□a□□o□e and □ee □o□ □e□□or□.

*** MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve Resolution No. 2018-098.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

IV. DELEGATIONS:

Ed Lanni, 939 N. Indian River Drive, Cocoa, □o□e o□□i□a□□reci□□ion □or □e □or□ done on □e ne□ CRA Plan. He □ou□□□□i□ □a□ one o□□e □e□□overn□en□ □oo□le□□e □a□ever □een. He □i□□ed Ma□or Parri□□ □ell and □ave □i□ a □a□on □e □ac□□or all □a□□e □a□done. He i□a □ood leader and a□□reci□ed □i□.

Ma□or Parri□□ □an□ed □i□, advi□in□ □a□□e and Ca□□ain Ed □ave □or□ed □e□ind □e □cene□ □or a□ou□□en□□ive □ear□ and □e a□□reci□ed □i□ a□□ell.

Ka□□□ Mardiro□ian, □i□□ □e Si□□er Ci□ Pro□ra□ o□ Cocoa, in□roduced Pa□□or Rand□Alon□o, □□o □a□□een □i□□□e□ □ince 2007 and i□ □ervin□ on □eir Advi□or□ Board. Pa□□or Alon□o □an□ed Council □or □avin□ □e□ and □rovided a □rie□ □re□en□a□ion[1] o□□□o□□o□□e Si□□er Ci□ Pro□ra□. Pa□□or Alon□o □en□ioned □a□ □i□ □ro□ra□ □ar□ed eleven □ear□a□o and □e □rovided a □rie□□i□or□o□□e Si□□er City's relationship with Cocoa.

V. CONSENT AGENDA:

1. A□□rove Pro□o□al □□ Connec□ Con□ul□in□, Inc. (CCI), Hi□□ S□rin□□, FL, □or H□dro□eolo□ical Service□ and Re□a□ili□a□ion Service□, U□ili□in□ □e Ci□ o□Pal□ Coa□□ RF□□PW□U□1□□12, Service□ Con□rac□ □or Pro□e□□ional H□dro□eolo□ical Service□, Pro□ec□No. WS1106. (18□□04). (U□ili□ie□Direc□or)

2. A□□rove a Re□olu□ion Waivin□ □e Co□□e□i□ive Biddin□Proce□□ □or □e Pur□o□e o□ Ma□in□a Sole Source Purc□a□e o□HVAC Service□ □ro□ Trane Buildin□Service□, Mai□land, Florida, □or Main□enance and Re□air Service□ a□ □e D□al Wa□er Trea□□en□Plan□. (18□□08). (U□ili□ie□Direc□or)

[1] EXHIBIT A: Sister City Program Presentation

*** MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the Consent agenda.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance 06□2018/2nd and Final Readin□: A□endin□ A□□endix A, Ar□icle XI, Sec□ion 22 o□□e Ci□ Code □o allo□ lar□e □cale co□□ercial/□ixed□u□e □uildin□□ on cer□ain □ro□er□ie□ □u□ec□ □o a develo□□en□ a□ree□en□ □i□in □e Cocoa Wa□er□ron□ Overla□ Di□ric□, Cocoa Villa□e Su□di□ric□. (18□□13). (Co□□uni□ Service□Direc□or)

Ci□ A□orne□ Gar□ane□e read Ordinance No. 06□2018 in□o □e record □□ i□le onl□, a□ollo□□. He advi□ed □a□□ere □ave □een □o c□an□e□ □o □e Ordinance □ince ir□□readin□.

ORDINANCE NO. 06-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He no□ed □e c□an□e□ □ere □o □e □a□re□ula□in□ □lan, Ex□i□i□A, □□ic□re□ove□ □everal □arcel□o□land □o □e □ou□□and in addi□ion i□□ould i□ □o□e a condi□ion □a□ □e develo□□en□ o□ a □ixed□u□e lod□e □uildin□ □□e □ould □e □u□ec□ □o a develo□□en□a□ree□en□□a□ed on cri□eria □e□or□□in □e a□end□en□.

M□. Ha□il□on □rovided a □re□en□a□ion[2] on □e ex□a□end□en□□i□e. S□e □oin□ed ou□ □e c□an□e□ □a□ Ci□ A□orne□ Gar□ane□e □o□e a□ou□ and □ared vi□uali□a□ion□ □ro□ □e Oc□o□er 3, 2018 □u□lic □or□□o□.

[2] EXHIBIT B: Ordinance No. 06-2018 Presentation

A i□eline o□□e □ro□o□ed a□end□en□□a□ □rovided and a □o□o □a□ □o□ed o□ □e i□□e□□ □oin□ □a□i□ curren□l□ in □e villa□e. A□□e □or□□o□, □ar□o□□e di□cu□□ion □a□ □□a□□ould □e a□□ealin□ □o □e e□e and □a□in□ □ure □in□□ □ere a□a □u□an □cale.

S□e a□□ured □o□e in a□endance □a□ever□□in□ □a□ □e re□iden□ □aid □ere li□□ened □o a□□e □ee□in□ and one i□ □or□an□□a□e a□a□ □a□ □a□i□i□ □or□an□□o □ro□ □e Ci□, □u□□e □indu□ o□□e i□□or, nei□□□or□ood con□ex□, e□c.

I□□a□ □ro□o□ed □a□□a□□ocu□on □our □i□e in□ead o□□e ori□inal □ix □i□e□. S□a□□ □a□ □een □or□in□ on □alancin□ □e □a□, □re□en□ and □u□ure.

Ci□ Mana□er Ti□anic□ added a □e□ □ore □oin□ re□ardin□ □e conce□□, ex□lainin□ □a□□□ reducin□ □e □co□e or nu□ □er o□□arcel□ a□ec□ed □a□ □o □e co□no□cen□e and □indu□ o□ □e nei□□□or□ood on Der□□ S□ree□ and Delanno□ Avenue. Addi□ionall□, i□i□i□ a□□roved □or □ore □orie□, □e□ □ould □ave □o co□e □ac□ □o Council onl□ i□□e□ a□reed □a□□o□e □in□□ □ere □u□□an□ive and □eanin□□ul and □e Ci□ □ould □ave □o a□□rove □o□e addi□ional □orie□.

I□doe□ no□□a□e □a□□e□can □o ri□□□u□ □o □our, □u□i□ reco□ni□in□ □e □exi□ili□ and □o□en□ial need □or □e develo□er. T□i□ i□ u□□□or □e□e □our □arcel□, and nor □ould □e or □a□□u□□or□a □i□ilar a□end□en□ □ecau□e i□ i□ loca□ed in □e core o□ Cocoa Villa□e. T□ere □ave □een c□ec□□ and □alance□ and Council □ould □e □e de□er□inin□ □od□.

La□□, □e advi□ed Council □a□□e □ad a □□read□□ee□o□en and □i□ □ecre□ar□ □ad □an□cri□ed all o□□e e□ail□ o□□o□e □□o ca□e □ō □e □or□□□o□, □u□never □en□ □e e□ail. T□e□ □ad advi□ed □o□e a□□e □u□lic □ee□in□ □a□□e□ □ould □ave □een no□i□ied i□ □i□ i□e□ □ould □e □oin□ □o □i□ □ee□in□, □o □e a□e□ □ull re□□on□i□ili□□or □e e□ail no□□oin□ ou□.

Ma□or Parri□□ clo□ed □e □u□lic □earin□ □o Council and o□ened □e □earin□ □o □e □u□lic.

Wal□er Ro□lin, Manor Drive, □an□ed Council □or all o□□e i□ e □a□□e□ con□ri□u□e □o □e Ci□ o□ Cocoa. He □el□□a□□e □ro□er re□earc□ and □udie□ done □o include all o□□e arc□i□ec□ural □andard□ □ave no□□een done. He □elieved □ere □ere o□□er □olu□ion□ □or □u□lic □ar□in□. He □ur□er □el□□a□□e ar□u□en□□a□□i□ □ould □rovide revenue □a□a □u□e □oin□. He □□o□e a□ou□□e □or□□o□ in de□ail and □elieved □a□i□□a□ □ure □ro□o□ion □or □e □o□el and □a□c□an□in□ □e □onin□

□ould cau□e a ca□cadin□ a□ec□. T□i□ a□e □□e o□c□an□e a□a□ec□ed □an□ ci□ie□. T□i□ co□e□ i□ a □rice, e□eciall□ i□ re□iden□ and vi□i□or□. He □elieved □a□□e condo□in exi□□ence crea□e a vi□ual □re□□.

Bar□ara Kin□e□, 1628 Manor Drive, Cocoa, □an□ed Council □or □e □u□lic □or□□o□. S□e □ou□□□a i□□rovided a lo□o□□ood in□or□a□ion. S□e □a□ed □a□ □e □ic□ure □e□ □□o□ed a□ □e □or□□o□ □□o□ed a □a□□ive □ruc□ure □a□ do□ina□e□ □e villa□e. T□i□ i□ no□ con□i□en□□i□ □e Village's character. Its □urroundin□□ include □o□□lo□ and □i□□ □uildin□□. I□i□ no□□□ar□develo□□en□ and □el□□e□ □□ould loo□ a□□in□□ □a□□el□ □e co□□uni□. T□ere are arc□i□ec□ural □ro□e□□ional□ □a□ can loo□ a□ all o□□i□ and □elieve□ □a□ □□ere could □e a co□□ro□i□e, alon□ □i□ o□□er o□□ion□ □or □u□lic □ar□in□. S□e □a□ lived in Cocoa □ince 2004 and en□o□□ □e Villa□e. S□e □rin□□ □eo□le □ere □□enever □e□ vi□i□ and ur□ed Council □o □ro□ec□□e Villa□e □□vo□in□a□ain□□□e □onin□ c□an□e□.

Jenni□er Ri□□□, 1629 N. Indian River Drive, Cocoa,[3] □ou□□□□a GAI did a □rea□ □o□on □eir re□or□. T□e idea a□ou□ activa□in□ □e □ou□□ern □ide o□Brevard Avenue □a□e□ □en□e, □u□addi□ional □ore□ron□□i□□□no□□a□e □en□e. S□e □elieved □e Ci□□ □i□□□ ex□erience a □eridiu□ e□ec□ and □el□□e□ □□ould r□□o i□ure ou□□o□ □o u□li□e □i□ area □i□□ou□re□ail and □i□□ □reener□, ar□, e□c. S□e ur□ed Council □o vo□e a□ain□□□e □onin□ c□an□e a□ □e □ro□ec□can □e done □i□□ou□i□.

Jud□ McClune□, 1908 Manor Drive, Cocoa, li□e□ □a□ever□one i□ □or□in□ □o□e□□er and a□reed □a GAI □ave a □ood □re□en□a□ion. S□e co□e□ □ro□ a □lace □□ere □□ere □ere a lo□o□□eo□le, □ran□er□, and □e□□ere rude, unli□e □ere □□ere □eo□le are □riendl□ and nei□□□orl□. S□e □a□ lived in Cocoa □or □ore □an □or□ □ear□. S□e a□□ed i□□e Ci□□ an□ed □o □e li□e Win□er Par□ and □ave □o □ide a □u□e □uildin□. A□ □o□ula□ion increa□e□ □ou lo□e □□all □o□n c□arac□er, □u□□ore □u□ine□□ □ill li□el□ a□□en. S□e □elieved □o□e□in□el□e could □e done □i□ □e □ro□er□.

Linda Dol□□in, 2100 N. Indian River Drive, Cocoa, □an□ed □o □o on record a□ o□□o□in□ □e □o□el, □u□eel□ □a i□□ill □e a□□roved. S□e □o□ed □ere □ould □e □o□e □u□lic □ene□i□ and □a i□□ould no□□e a□□roved □i□ou□□e con□ideration o□an arc□i□ec□ural revie□ □oard, revie□ co□□i□ee, and land□ca□er□. S□e ur□ed Council □a□i□□e□ vo□e □e□ □o □lea□e con□ider an arc□i□ec□ural revie□ co□□i□ee.

Jane Na□lor, 413 N. Indian River Drive, Cocoa, □an□ed Ma□or Parri□□ □or all o□□i□ □ard □or□and a□□recia□e□ all o□□e i□e i□a□e□ in □eir □c□edule□. S□e and □er □u□□and □oved □ere □ro□ Boni□a S□rin□□ □ecau□e □e□ □an□ed □o live in a □□all

[3] Mayor Parrish left the meeting at 6:46 p.m. and returned at 6:48 p.m.

o□n □i□ a lo□o□c□ar□. S□e □a□ □een ir□□and □□a□□i□ □uildin□□ can do □o a Ci□. In For□M□er□ a lar□e □o□el □a□ □uil□and i□ca□□a lar□e □□ado□ over □eir villa□e. T□e □uildin□ □a□ even□uall□ de□oli□□ed and o□□er □in□□ □ere □uil□. S□e doe□ no□ o□□ec□□ o□ □e idea o□ a □o□el, □u□ onl□ a□□ed □a□□e□u□e □e S□ar□ Ci□ Plannin□ Model □a□ For□M□er□u□ed.

Denni□ C□ild□, 2100 N. Indian River Drive, no□ed □a□□e □a□a □□ace in o□n and u□e□i□a□a □udio. He i□ an arc□i□ec□ and a re□ired ci□□lanner ro□ □□e Univer□i□ o□ Penn□□lvania. He i□ver□ concerned a□ou□□e Villa□e and □an□i□o □e around lon□ a□er □e i□ □one. He □o□ed □a□□re□ervin□ □e Villa□e i□ ver□ i□□□ on □e City's list. Parking is needed very badly and with that assumption he challenged i□ □el□o develo□ a □lan □or □e □o□el. He □□o□ed a renderin□ o□ a □o□el i□□ ei□□□□ix roo□ □and one □undred and □en □ar□in□ □□ace□. T□ere i□al□o a □ar on □e roo□o□. T□i□ i□ □e □□e o□□ruc□ure (□cale) □a□□□ould □e in□roduced □o □e Villa□e.

Gar□ Olive, 1□ N. Indian River Drive, Cocoa, thought Ms. Hamilton's presentation □a□ on □oin□. T□e□ are r□in□ □o □e□u□ure develo□□en□ □a□□ill ca□□ure □e c□arac□er o□ Cocoa. I□□i□ i□ □uil□□i□ □uali□ □a□erial□ i□□ill □rin□ value □o □e co□ □uni□.

Ed Green, 104 River□ide Drive, Cocoa, □□o□e a□ou□□roce□□, a□ □e □ave □een a□ □i□□or □ui□e □o□e i□ □e. T□ere i□ no□□in□ne□ and □e i□ □earin□ a lo□o□□in□□□a□ □ave alread□ □een □aid. T□e □a□ori□ o□ □□e □eo□le □u□□or□ □□e c□an□e. He □elieve□ □□i□i□ □□e i□e □o clo□e □□i□ou□and do □□e ri□□□□in□□or □□e Villa□e. He □an□ed Council and □a□.

Candace Ro□er□, 93 Delanno□ Avenue, Cocoa, □an□ed □o □ave □□e □ra□□ic □□e □rou□□□o □□o□ Council di□la□ed on □□e □creen, a□ i□i□ an illu□ra□ion o□ □□e ori□inal ordinance and □□a□i□ □ein□ □ro□o□ed. T□e develo□er□ no□ □□a□□e□ can □ell. Man□ □a□□i□ ill c□an□e □□e Villa□e and □□e □o□e□i□doe□ □or □□e □ood. T□ere are alread□ □ir□□ vacan□□□o□□ and □i□□ou□re□iden□□ in □□e do□n□o□n □□e do□n□o□n □ill no□ □urvive. S□e □elieved i□ i□ cri□ical □a□□□e□ a□□rove □i□ a□end□en□o □□e □e□ore □□e o□□or□uni□i□lo□. I□ could □e □everal decade□ un□il □e □e□ano□□er one. T□e condo□ □ave □een a □ren□□□ o□ □□e Villa□e no□a ne□a□ive. S□e □o□ed □a□□i□a□end□en□a□□ed.

Jan E□□, 216 Brevard Avenue, Cocoa, and re□re□en□in□ HCVA □a□ed □a□□e □e□ □er□ o□ HCVA are deli□□ed □i□ □□e ordinance and loo□ed □orard □o a □all □uildin□ □□ere □eo□le can □a□, □□o□, and dine in □□e Villa□e.

T□ere □ein□ no □ur□er co□ □en□, Ma□or Parri□□ clo□ed □earin□ □o □e □u□lic, and o□ened i□□ ac□u□ □o Council.

Council□an W□i□□le □an□ed all ci□i□en□ □or co□in□ ou□and voicin□ □eir o□inion on □i□i□e□. He a□□ed □or a □□o□ o□□and□o□□o□e □□o □ould li□e □o □ee □e □o□el □ove □or□ard.

Ci□ Mana□er Ti□anic□e□ □□a□i□ed □a□□i□con□en□and □u□ec□o□□i□ordinance □a□a □onin□a□end□en□and □a□□e in□en□□a□□ □rovide □exi□ili□i□a □ro□ec□ co□e□□rou□□. I□□ould allo□ Council □o a□□rove di□eren□condi□ion□. I□doe□no□ con□er or a□□rove □e □o□el re□ardle□□. T□i□ i□ onl□ rela□ed □o □e □onin□ ex□ a□end□en□□a□□ould allo□ Council and □e co□□uni□□ □o evalua□e a □ro□ec□.

Council□an W□i□□le no□ed □or □i□vi□ual aide □e □a□ □□a□□e needed □o □ee, and □e i□read□□ □o □ove □or□ard. He □ee□□□ere □a□□and ad□ini□ra□ion □a□□or□ed □i□□ □e co□□uni□□ and □e□ □ave done all □a□□e□ can do □o a□□ea□e □o□e individual□□□o are a□ain□□□ovin□ □or□ard.

Council□an Boi□ver□concurred □i□□ Council□an W□i□□le and □elieved □a□□e□ need □o □ove □or□ard. I□□e Ci□□ee□□ □oin□ □ac□□ard no one □ill □an□o do □u□ine□□□ere.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 06-2018 on second and final reading amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.**

De□u□□ Ma□or Blanco □an□ed ever□one □or co□in□ ou□and □a□ed □a□□e□ value everyone's opinion. She felt that this was similar to the Joe Lee Smith Center item □□ere □e □u□lic o□inion i□in □avor o□one □lace over ano□□er. S□e □oin□ed ou□ □a□□e received □an□ e□ail□ and □or ever□one □□e received a□o□□o□ed, □□e received □ive or □ix □a□□ere □or □e c□an□e.

Ma□or Parri□□ □a□ed □a□re□inded □i□ o□□□en □e condo□ □ere □ein□ □uil□and eac□ one o□□e □ro□er□ie□ develo□ed □a□ a □ar□o□□a□i□ □a□□enin□ □oda□. Ever□one □a□ □u□in□lo□□and □e□ □an□ed □o □uild, □u□□en □e cra□□ □a□□ened. I□□ur□□ □o □in□ □a□□e□ □i□□□□o □ac□□ard□. He □a□ed □e □ro□a□l□live□ □e

close and there is a barge for a hotel. He agreed that we do need a parking structure but that is still a good vote for all.

AYES: **Parrish, Blanco, Boisvert, Whipple**

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ordinance 10-2018/2nd and Final Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (18-16). (Community Services Director)

City Attorney Gardner read Ordinance No. 10-2018 into the record by title only as follows. He advised that this is the second and final reading of the ordinance.

ORDINANCE NO. 10-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTIONS 8-21 AND 8-22 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

City Manager Tidwell provided a presentation[4] on the Ordinance. He reiterated that this is a the second hearing, as indicated for the adoption of the Cocoa CRA Plan Update.

He spoke in detail about the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes and mentioned that it provides authority to undertake community redevelopment. He further provided a timeline regarding the establishment of the Cocoa Community Redevelopment Agency on April 14, 1982. This is a one mill Ordinance No. 10-81.

The City also has the power to modify the Community Redevelopment Plan and he explained the 2018 proposed amended Community Redevelopment Plan.

He explained that it is good practice to update the plan every five years and pointed out that the plan was modified and adopted in June 1997. Additionally, pursuant to Florida Statute Section 163.387, a modified plan cannot exceed thirty

[4] EXHIBIT C: CRA Plan Update Presentation

□ear□. Modi□in□ and ado□in□ □e u□da□e Co□ □uni□ Redevelo□□en□Plan □ill ex□end □e Cocoa CRA □o i□li□e o□ix□ □ear□, □ic□ □ill □e □rou□□ A□ril, 2041.

T□e c□an□e□ and □odi□ca□ion□ □ere ex□lained in de□ail, alon□ □i□□ □e redevelo□□en□ □oal□ and o□□ec□ive□. Pro□ec□ included in □e Ca□i□al I□□rove□en□ Plan □ere di□cu□□ed, □uc□ a□ □a□er□ron□ i□□rove□en□ and en□ance□en□, Lee Wenner Par□, River□ron□Par□ i□□rove□en□, variou□ CRA □ro□ec□, Ca□al□ic Mixed□u□e Develo□□en□ Si□e□ iden□i□ied, Wa□indin□, and S□ree□.

T□e Wa□er□ron□Ma□□er Plan and □o□□Hurricane Ir□a Ma□□er Plan U□da□e □a□ all di□cu□□ed in de□ail.

Ci□ Mana□er Ti□anic□ advi□ed □a□□i□ □lan □en□□o □e Plannin□ and Zonin□ Board and on September 10, 2018 the Board found it consistent with the City's 2010□2020 Co□□re□en□ive Plan. T□i□ □a□ al□o □rovided □o □e Coun□ Co□□i□□ion and i□□a□□re□en□ed □e□erda□ under □eir Con□en□A□enda. I□□a□ □a□□ed and □ere □a□di□cu□□ion on □e i□e□.

T□e Cocoa Redevelo□□en□A□enc□ a□□roved □e Plan on Se□□e□□er 18, 2018 and Council a□□roved □i□on ir□□readin□ a□□e Oc□o□er 10, 2018 □ee□in□.

T□e re□ue□□ed ac□ion □or Council □oni□□i□□o a□□rove □e □econd and □inal readin□ o□Ordinance No. 10□2018 a□□rovin□ □e 2018 Cocoa Co□□uni□ Redevelo□□en□ A□enc□Redevelo□□en□Plan u□da□e.

City Manager Titkanich explained in furtherance what tonight'□ a□□roval □ill do, □□ic□ □ill □e □o ena□le □a□□and □e CRA □o □ar□□e□e □ro□ec□.

Ma□or Parri□□ o□ened □e □earin□ □o □e □u□lic. T□ere □ein□ no re□□on□e, □e □u□lic □or□ion o□□e □earin□ □a□clo□ed.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 10-2018 on second and final reading, Approving the Cocoa Community Redevelopment Agency Plan Update.**

A**YES: Parrish, Blanco, Boisvert, Whipple**

THE MOTION CARRIED UNANIMOUSLY (4-0)

Ma□or Parri□□ □elieved □a□□i□i□a □i□deal and □a□□ere are a lo□o□□eo□le on □oard. T□i□ □ill □a□e □□e Ci□□an ou□□andin□ co□□uni□□ and □e □an□o □a□e □ure □eo□le □o□□vi□i and □ove □ere.

VII. COUNCIL BUSINESS:

1. A□□rove Re□olu□ion No. 2018□097 e□a□li□□in□ □□e Cocoa Police Co□□uni□□ Rela□ion□Advi□or□Co□□i□□ee. (18□□14). (Ci□□Mana□er)

Ci□□ Mana□er Ti□□anic□ □□o□e in re□ard□ □o □□i□i□e□ □oin□in□ ou□□a□a□□e Se□□e□□er 11, 2018 Ci□□ Council □ee□in□ □a□□ ou□□□direc□ion re□ardin□ □□e Police Advi□or□ Co□□i□□ee. He re□inded Council □□a□cri□e □a□a □i□i□□ue in the City's Strategic Plan and that there was a need to establish an advisory board[5].

He □ur□□er advi□ed □□a□□e□i□ion□ □ave □een □u□□i□□ed and alle□a□ion□ □ave □een □ade □□ individual□ and i□ lead□ □o con□inued accu□a□ion□ □□a□ □□e Police De□ar□□en□i□ac□in□in an un□ro□e□□ional □anner. Bo□□□e and Council are a□are □□a□ □□e Police De□ar□□en□ □a□ □a□en □ea□ure□ □o □rovide □ervice□ □i□□ □□e □i□□e□□level o□□a□i□ac□ion. He □ur□□er □□o□e a□ou□□od□ca□era□and Sa□□ura □□ic□ i□ a GPS □ro□ra□. T□e□e □□o □in□□ □ave □el□ed □□e C□ie□and □a□□ under□o inve□i□a□ion. Fur□□er□ore, □rea□ed □ainin□ □a□ □een done and □e □en□ioned □□e □□o cri□e □u□□i□□ □a□□ave □een □eld. T□e Police De□ar□□en□ □a□ □a□en reco□□enda□ion□and i□□le□en□ed □□e□.

Addi□ionall□, in 2006 □□e a□enc□ □a□ under□one □□e Florida De□ar□□en□o□La□ En□orce□en□Accredida□ion □roce□□. Ho□ever, none □□e le□□ all o□□□e□e ac□ion□ do no□ea□e u□ □□e □elie□o□□o□e □a□□□e Police De□ar□□en□□a□ co□□i□□ed □i□conduc□.

T□i□ □□e o□co□□i□□ee □ill al□o □el□ □□e co□□uni□□ and Police De□ar□□en□□uild rela□ion□□i□□, iden□i□□i□ue□, and a□i□□□e C□ie□o□Police. I□□ill al□o □rovide an o□□or□uni□□ □i□□ cri□e □ac□□o di□cu□□ □o□en□ial □ra□e□ie□□o include co□□uni□□ involve□en□, revie□ and advi□e □□e C□ie□on co□□uni□□ rela□ed □a□□er□ and concern□, and □ill □or□ □o □ren□□en and en□ure □airne□□ □ro□ □o□□ □□e la□ en□orce□en□and ci□i□en'□□ide.

T□e co□□o□i□ion o□□□e co□□i□□ee i□□a□□ere □ill □e □even □e□□er□□o□al. Eac□ □e□□er o□Council □□all a□□oin□one □e□□er □i□□ □□e □a□e re□uire□en□□□a□ exi□in□ □oard □e□□er□ □ave □o □ollo□. Al□o □□ere □ill □e an a□□oin□□en□o□a

[5] Councilwoman Warner phoned into the meeting at 7:39 p.m.

□e□ □er re□re□en□in□ a civic or□ani□a□ion. Ter□ □ □ould run concurren□□i□ □□e Council □e□ □er □a□a□□oin□ed □□e□. T□ere □ould al□o □e a PBA re□re□en□a□ive. T□eir □er□ and □□e □er□ o□□□e civic or□ani□a□ion a□□oin□ee □ould □e our □ear □er□ □.

Addi□ionall□, □o en□ure □e□□□rac□ice□ □□ere □ould □e a re□uire□en□□or □□e□ □o a□end a □rie□orien□a□ion a□□□e Police De□ar□□en□ and □o do a ci□i□en ride alon□.

T□e □ee□in□□ □ould □e □uar□erl□ and □□ere □ould □e □o□e ex□en□e□ re□uired, □uc□ a□ ini□ial orien□a□ion, e□c.

He re□inded Council □a□□e Ci□□ □ad a □oard □reviou□l□ in 1990 and i□□a□ a□oli□□ed in 1997. T□ere □a□ a lac□ o□□co□e and □ur□o□e, □o□ever, □□i□ ne□ re□olu□ion de□ine□ all o□□□a□.

Council□an W□i□□le □a□ed □a□□i□ □ould □e done a□er □□e elec□ion □u□□an□ed □o □a□e □ure i□□a□ □u□in□o □la□ no□. Ne□ Council □e□ □er□ can a□□oin□□□e □e□ □er□ □u□□e □an□□ □i□done no□.

Council□o□an Warner □□o□e via □ele□□one and □elieved □a□□i□□a□a □onder□ul idea. S□e □an□ed □□e Ci□□ □a□□and Ci□□ A□□orne□ □or □□e i□e □□e□oo□o □e□□i□ o□e□□er and □ou□□□□a□i□□a□done ver□ □ell. T□i□ re□olu□ion addre□□ed □an□ □in□□ □a□□e □a□ □ad □en□□ron□on □□e □reviou□ □oard. T□ere □a□ one □in□ □□e □ould li□e added under Sec□ion 4, □□ere i□□a□e □□e□ need □o □o □rou□□ orien□a□ion and do a ride alon□. S□e doe□no□□eel □□a□one ride alon□ i□an□□ere near enou□□ i□e □o □ee □□a□all □a□e□ □lace ou□□ere. S□e □ould li□e □□e □e□ □er□ □o co□□i□□o ei□□□□our□ a □on□□ and □□end i□e on di□eren□□i□□, di□□a□□, e□c. T□e□a□□□e VCOPS □o volun□eer a □ini□u□ a□oun□o□□our□eac□ □on□□ and doe□no□□eel □□a□□i□i□□oo □uc□ □o a□□.

Council□an W□i□□le □elieved □□a□ei□□□□our□□a□a li□□le □oo □uc□ a□□□e□are no□ □eco□in□ □olice o□icer□. He □el□□a□□□o □o □our □our□ □er □on□□ □ould □e □u□icien□.

De□u□□ Ma□or Blanco clari□ied □□a□□e a□reed □o □□e□ doin□ □ore □an one ride alon□ □u□□o li□i□i□□o □our □our□ □er □on□□ and no□ei□□□.

Council□o□an Warner a□□ed C□ie□Can□alou□e □o□ □an□ □our□ VCOPS □ere re□uired □o □erve. In re□□on□e, □e □elieved ei□□□□our□ and re□ervi□□□ do □□en□□ □our□ □er □on□□.

Council□o□an Warner □aid □a□i□□□□□e c□o□e ei□□□our□and □oin□ed ou□□a□ □ore are over □e a□e o□□ix□ and are volun□eerin□.

Council□an W□i□□le □u□□e□ed □e□ □ar□□i□□a □ini□u□ and □en rai□e □e□. T□i□i□a ne□ □oard and □e □ould li□e □o □ar□□i□□ □o □our□.

Ma□or Parri□□ and Council□an Boi□ver□a□reed □i□□ Council□an W□i□□le.

Council□o□an Warner co□□ro□i□ed □o □o □our□ in eac□ di□□a□c□ and on □e road □er □on□. S□e □re□□ed □a di□□a□c□ □a□ u□□a□i□ □or□an□a□□a□a□e□ □lace on □e road.

Council□an W□i□□le a□reed □i□□ □e co□□ro□i□e.

De□u□□ Ma□or Blanco al□o a□reed.

* **MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the Resolution with the additional requirements of volunteering two hours in Dispatch and two hours on the road each month.**

A**YES: Parrish, Blanco, Boisvert, Warner, Whipple**

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ci□ A□orne□ Gar□ane□e □a□ed □a□□e □ill include □e re□ue□ed □odi□ica□ion□ o □e re□olu□ion[6].

2. Provide □a□□direc□ion re□ardin□ a□endin□ □e Zonin□ Ordinance o□□e Ci□□ o□ Cocoa □□eci□icall□ rela□ed □o develo□in□ □in□le□a□il□ develo□□en□u□ili□in□ □e □rovi□ion□ o□□e RU□2□10 □onin□ di□ric□re□ula□ion□ ou□□ide o□□e Hear□o□Cocoa and o□□er in□ill and or redevelo□□en□area□. (18□□18). (Ci□□ Mana□er)

Ci□□ Mana□er Ti□□anic□ advi□ed □a□□a□□□a□ □ee□in□ direc□ion on develo□in□ □in□le □a□il□□ou□in□.[7] He □rovided □i□or□o□□e □onin□ in □e Ci□□ o□ Cocoa.

He ex□lained □e di□□erence□ in RU□2□1□ and RU□2□2□ □onin□ di□ric□□ and no□ed □a□i□□ou develo□ □in□le □a□il□ □ou□in□ □e □ro□le□ i□ □a□i□i□ no□co□□a□i□le

[6] Councilwoman Warner left the meeting (via telephone) after the motion was made.
[7] Mayor Parrish left the meeting at 7:58 p.m.

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* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to have staff work on the Zoning Ordinance and bring back to Council for approval.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

Ci□ Mana□er Ti□anic□ advi□ed □a□□e and □e □lannin□ □a□, alon□ □i□ □e Ci□ A□□orne□□ould □or□on □i□i□e□ and □rin□i□□ac□ □o Council.

VIII. CITY BUSINESS:

1. A□□rove a Re□olu□ion A□endin□ □e FY2019 Bud□e□□o Allo□ □or Addi□ional Wor□ on Ground□a□er Fil□er□ □□ and □6□To Au□ori□e □e Ci□ Mana□er □o Execu□e and A□□rove C□an□e Order □3 □o P.O. 721□1, Pro□ec□WS18FM□To A□□rove a Re□olu□ion Au□ori□in□ □e Ci□ Mana□er □o A□□rove and Execu□e C□an□e Order□

in an A□oun□ No□To Exceed □2□,000 (A□□roxi□a□el□ □□ o□□e re□ainin□ □or□). (18□470). (U□ili□ie□ Direc□or)

Mr. Wal□□ □re□en□ed □e i□e□ and □en□ioned □a□ □e i□e□ □ad co□e □e□ore Council □reviou□l□, □u□a con□in□enc□ □a□no□a□□roved. T□e□are no□ re□ue□in□ a c□an□e order.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. A□□roval □o □e□ □oraril□ increa□e □□e nu□□er □o□i□ion□ (□ead coun□) in □□e Fire De□ar□□en□, □or a □ar□i□e Ad□ini□ra□ive Secre□ar□ □or u□ □o 90 da□□, □□ile □□e □ull i□e Ad□ini□ra□ive Secre□ar□ i□ ou□on a leave o□a□□ence □i□□ou□□a□. (18□ □2□). (Fire C□ie□)

*** MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

3. A□□rove □□e Final Ran□in□ o□ □□e Fir□ □ □or RF□□19□04□COC, Con□ruc□ion Mana□er a□Ri□□ (CMAR) Service□ □or Wa□er and Wa□e□a□er Plan□Pro□ec□□To Au□□ori□e □□e Ci□□ Mana□er and Ci□□ A□□orne□ □o Ne□o□a□e and Execu□e a Mul□i□ Year Con□rac□□i□□ □□e T□ree To□□Ran□ed Fir□ □. (18□464). (U□ili□ie□ Direc□or)

Mr. Wal□□ □re□en□ed □e i□e□ □oin□in□ ou□□a□□i□i□□or □□e Con□ruc□ion Mana□er a□Ri□□ and □□ere are □□ree ran□ed □ir□ □.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0).

IX. INFORMATIONAL AGENDA:

1. Cu□ula□ive □urc□a□e a□□roval□ over □3□,000 and under □□0,000 □or □eriod 10/01/2017 □o 09/30/2018. (18□486). (Finance Direc□or)

2. Fi□erv Solu□ion□, Inc. Con□rac□ Clari□ica□ion. (18□□01). (Finance Direc□or)

3. A□□roved c□an□e order□ □o con□ruc□ion con□rac□□ □a□ □□e Ci□□ Council □a□ au□ori□ed □□e Ci□□ Mana□er, □□ re□olu□ion, □o a□□rove in exce□□ o□ □□e Ci□□ Manager's spending authority. (18□□10). (Finance Direc□or)

4. FY 2018 Bud□e□ Ad□u□□□en□ Re□or□. (18□□11). (Finance Direc□or)

X. REPORTS:

Council□an Boi□ver□□ en□ioned □□a□ his is the Mayor's last meeting and presented a □la□ue □o reco□ni□e □i□ □or □i□ □ervice.

C□ie□Can□alou□e □an□ed Ma□or Parri□□ □or □i□ leader□□i□on □e□al□o□□□e Police De□ar□□en□.

C□ie□Prince □an□ed Ma□or Parri□□ □or □i□ □ervice and leader□□i□ □o □□e Ci□□ o□ Cocoa.

M□. Ha□il□on and Mr. Wal□□ concurred □i□□ all o□□er □en□i□en□□ and □i□□ed Ma□or Parri□□ □ell.

Ci□□ A□□orne□ Gar□ane□e □a□ed □□a□ □□e la□□ □ix □ear□ □ave □een a □lea□ure □ervin□ □i□□ Ma□or Parri□□. Ma□or Parri□□ □□an□ed □i□ and □el□□a□□i□□ eac□ ne□ ad□ini□ra□ion □□e Ci□□ e□□ e□□er and □e□er.

A□□i□an□Ci□□ Mana□er Fu□rer advi□ed □□a□on Nove□ □er 6, 2018 a□6 □.□. □□ere □ould □e a □u□lic □ee□in□ re□ardin□ □□e □a□er□ron□recon□ruc□ion. T□ere □ill □e conce□□ual dra□in□□ o□□□e T□doc□□ and o□□er a□□ec□□ o□□□e □a□er□ron□. S□a□i□ □ee□in□ in□u□ro□ □□e co□□uni□ and an□ □no□led□e □a□□□e□ can □rovide re□ardin□ □□e □uildou□o□□□e□e □ruc□ure□.

A□i□an□Ci□ Mana□er Fu□rer ur□er □an□ed Ma□or Parri□□ □or □i□ □ervice and added □a□□e □a□ □orr□ □o □ee i□ □o □o □ear□ □□o□doin□ □□a□□e □elieved □e needed □o do. S□a□□ill con□inue □o □or□ i□ Council and □erve □e ci□i□en□.

Ci□ Mana□er Ti□anic□ □an□ed Ma□or Parri□□ □or □i□ leader□□i□ and □or □i□ □a□□ion □or □e co□□uni□. I□□a□ □een a □lea□ure □or in□ □i□□ i□ re□ardle□□ o□ a□ree□en□ and di□a□ree□en□. He □a□ al□a□□ had □e □e□□ inere□□ o□ □e co□□uni□ and □ovin□ i□□orward. He looks forward to Mayor Parrish's continued civic en□a□e□en□ and □an□ed □i□ a□ain.

Council□an W□i□□le o□ered □i□ □en□i□en□ a□ □ell and □en□ioned □a□□e and Ma□or Parri□□ □ave □no□n eac□ o□□er □or □or□□ive □ear□. He □an□ed □i□ □or a □o□ □ell done.

De□u□ Ma□or Blanco □en□ioned □□ □one □a□□e i□ curren□ □a□endin□ □e FRA Con□erence in For□M□er□, o□□er□i□e □□e □ould □ave □een in a□endance □o □a□in □er□on □a□i□□a□ □een an □onor and □rivile□e □o □erve □i□ Ma□or Parri□□. S□e □i□□e□ □i□ all o□□e □e□□and a□□recia□e □i□□ □en□or□□i□ and □uidance. He □ould □e □rea□□ □i□□ed.

Council□an Boi□ver□□an□ed Ma□or Parri□□ □or □e la□□ □ix □ear□. T□ere □ave □een u□□and do□n□ □u□□e□al□a□□co□e ou□on □o□. T□e□all □or□□ard □o □a□e □e en□ire Ci□ □e□er.

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In 2012, he ran on "Changing the Image of Cocoa" and believed that they have co□e a lon□ □a□. T□ere are □an□co□□uni□ie□ □a□reco□ni□e □o□ □ar Cocoa □a□ co□e. We □ave □one □ro□ c□an□in□ □e i□a□e □o □ivin□ ci□i□en□ con□idence. He □a□ed □a□□e □old □e Ci□ Cler□, Ci□ Mana□er, and o□□er□ □a□□e □ould no□□e leavin□ i□□e did no□□eel □a□□e □ad a c□ance a□□e S□a□e level. I□i□ a di□eren□

culture and the state level, and he is a local person all over the map. He loves this City and is not going anywhere. He is going to continue to stay involved. Additionally, Mr. Walsh's brilliance has changed the utilities all the way around and he believes the City's best days are ahead of us.

In closing, he thanked the citizens of Cocoa as it has been an honor serving as Mayor and he appreciates everyone in the City for coming this way. It has been a great run.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of October 24, 2018.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:28 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk


Sister City Program
COCOA, FLORIDA
BEIT SHEMESH, ISRAEL




Henry Parrish
Mayor
COCOA


TRUMP
IS A
FRIEND
OF ZION
DISCOVER THE STORY.
EMBRACE THE CONNECTION.
TRUMP
IS A
FRIEND
OF ZION


RAMADA
JERUSALEM








יום עצמאות שמח




264-43-401


שגרירות ארה"ב
السفارة الأمريكية
US Embassy

Ordinance 06-2018

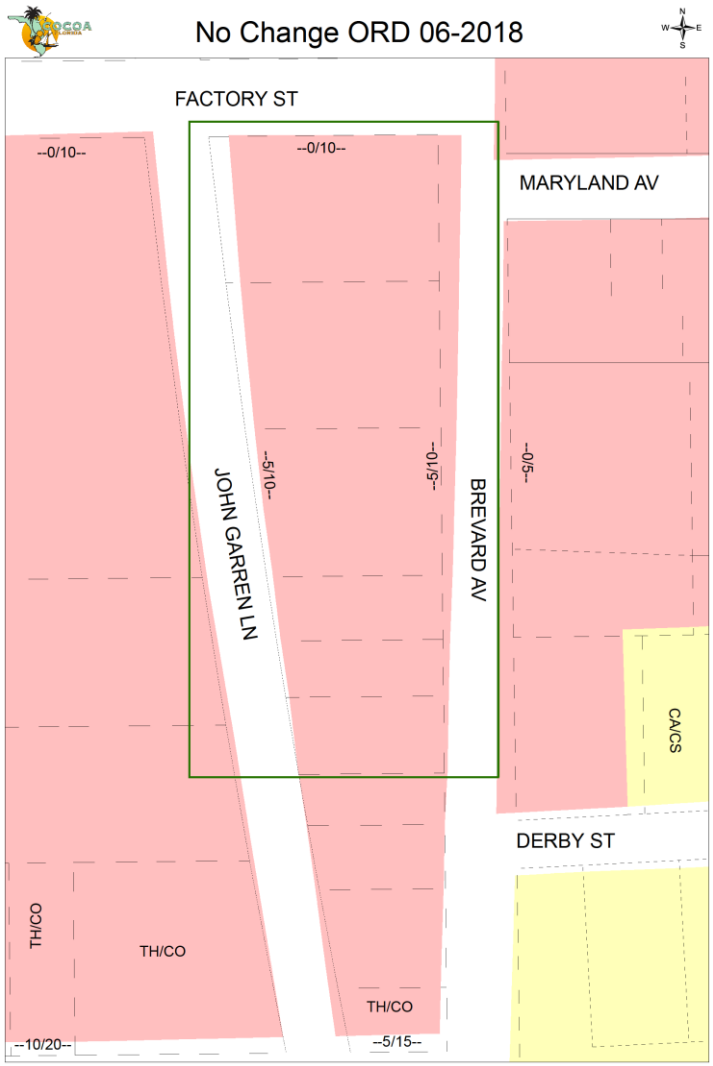
Text Amendment to the Cocoa Waterfront Overlay District

Wednesday, October 24. 2018

EXHIBIT B: ORDINANCE NO. 06-2018
TEXT AMENDMENT TO THE COCOA
WATERFRONT OVERLAY DISTRICT

Text Amendment Site

Location of Amendment Site



Approval Timeline

Amendment Timeline

- First Reading
  - Planning and Zoning – July 17, 2018
  - City Council – August 14, 2018
  - Public Workshop – October 3, 2018
- Second Reading
  - City Council – October 24, 2018

Amendment Context

Amendment Background & Context

- Comprehensive Plan
- Cocoa Waterfront Master Plan
- Strategic Plan
- Redevelopment Challenges

Comprehensive Plan

Future Land Use Element Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

Future Land Use Element Policy 1.2.1.8: Building height and intensification should follow a transect approach, with maximum intensities and heights (>80') allowed in the central business district, medium intensities and heights (40' to 80') allowed within the mixed-use district, and the lowest intensities and heights (<40') allowed when transitioning into established low-density neighborhoods.

Cocoa RDA Waterfront Master Plan



Strategic Plan- Economic Development

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

Strategic Plan- Economic Development

- Goal 3: Increase the economic prosperity of Historic Cocoa Village.
  - Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.
    - The City should seek to leverage remaining vacant Cocoa CRA owned land for development of residential or mixed-use.

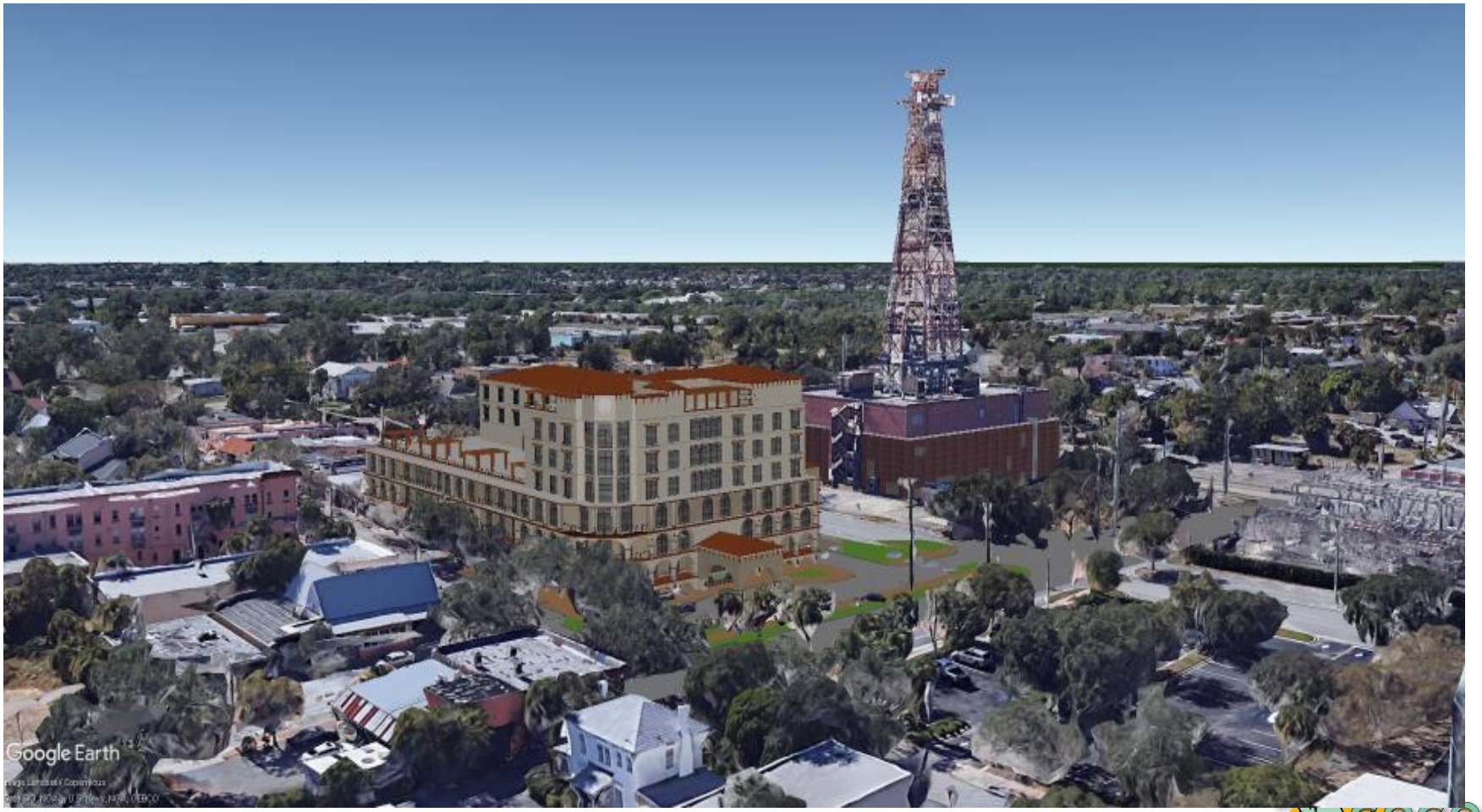


Visualizations

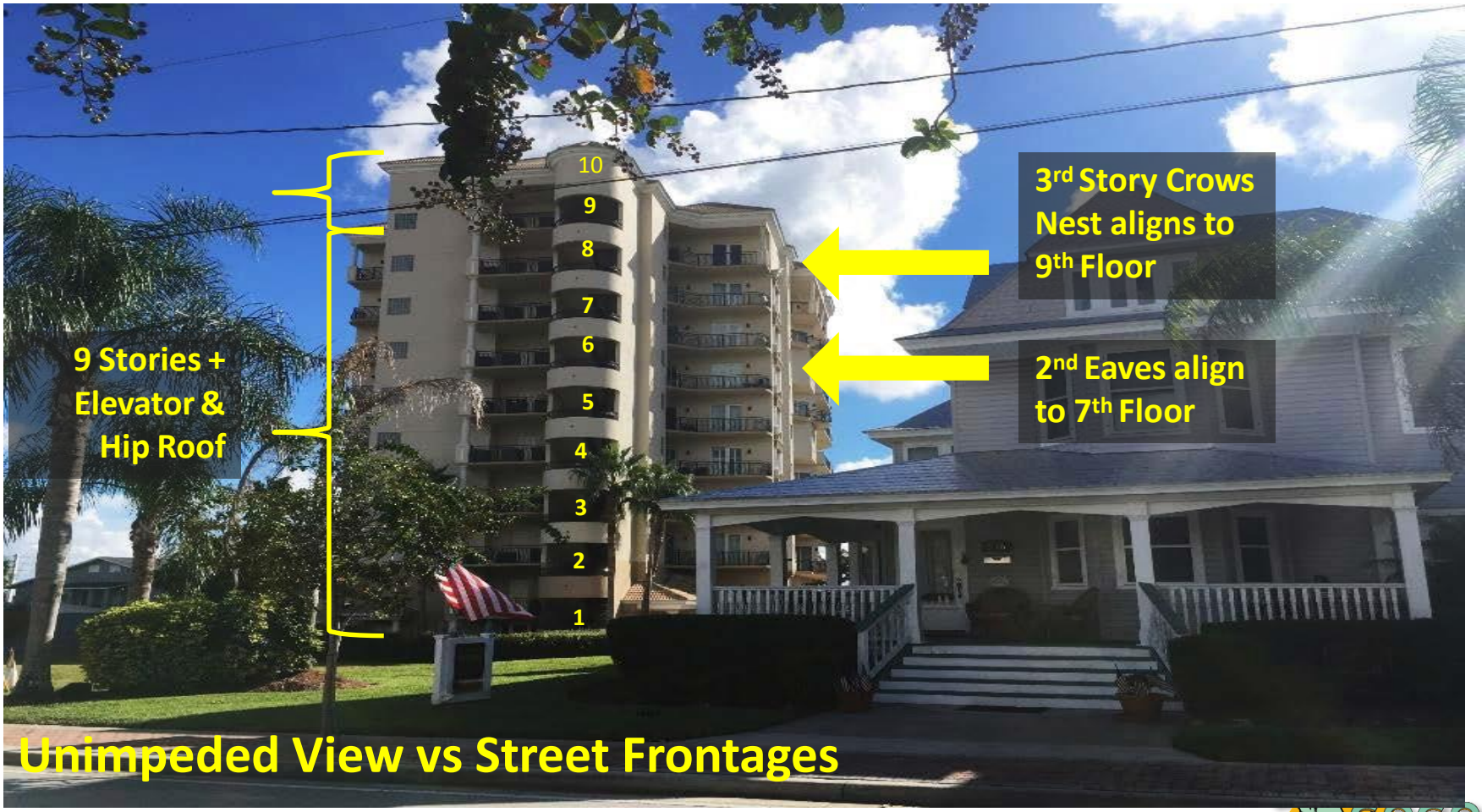





Google Earth

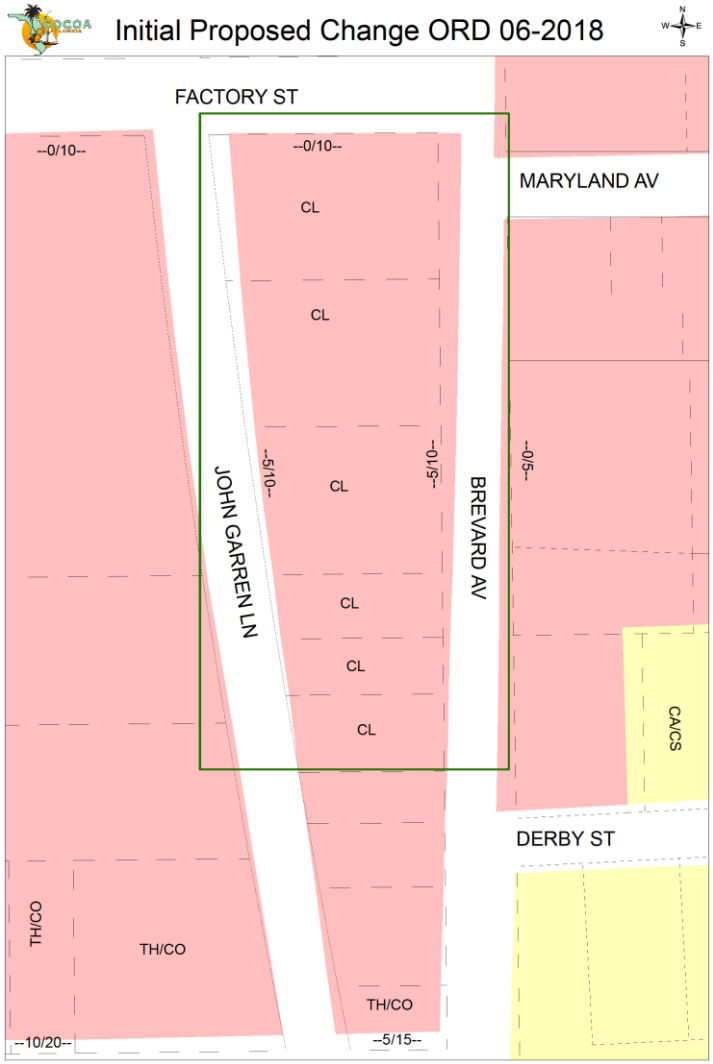

Google Earth



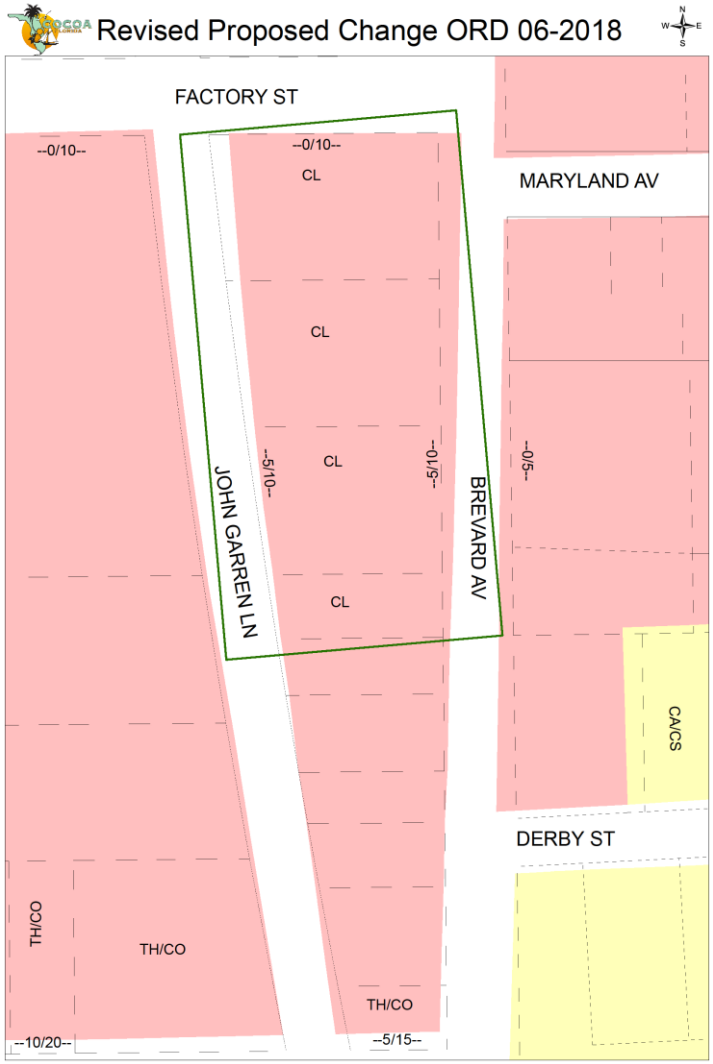

10
9
8
7
6
5
4
3
2
1
9 Stories + Elevator & Hip Roof
3rd Story Crows Nest aligns to 9th Floor
2nd Eaves align to 7th Floor
Unimpeded View vs Street Frontages

Revised Amendment

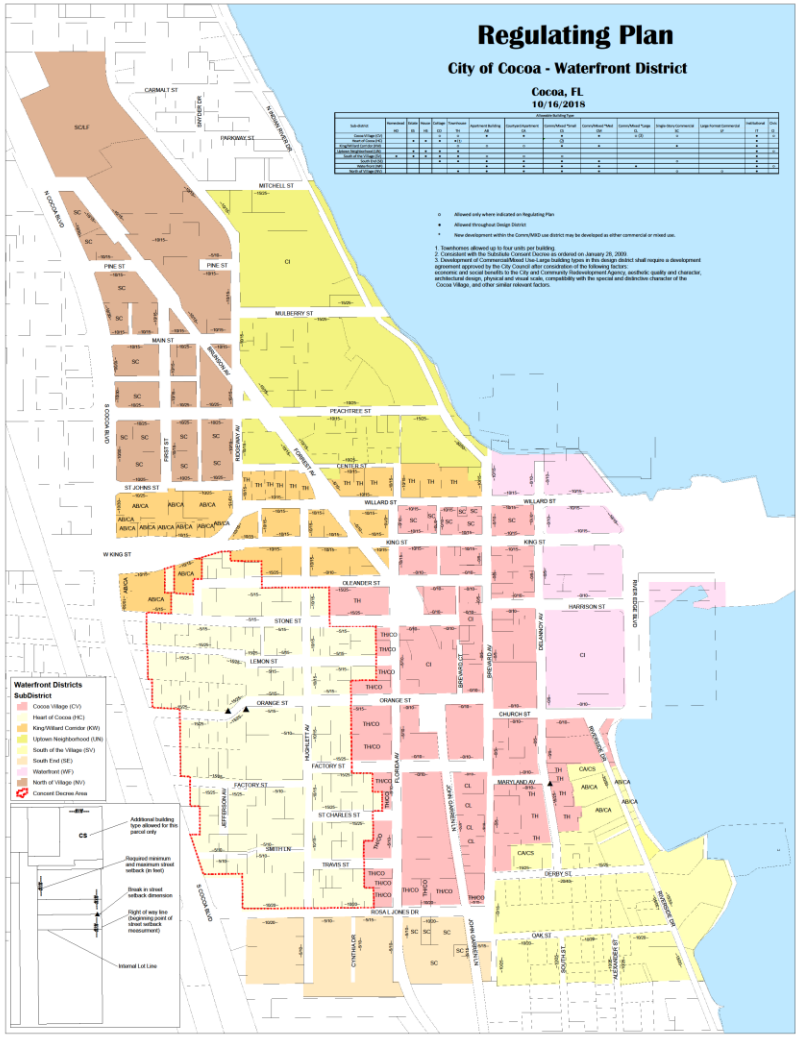
Initial Plan Amendment



Revised Plan Amendment



Revised Regulating Plan



Amendment Intent

Amendment Intent

- Balancing the past, present, and future
- Scale, cost, and amenities
- Destination Cocoa Village

Specificity of Amendment

- Four parcels
- Preserving character
- Step-down effect

Destination Cocoa Village

- Space Coast Office of Tourism Survey
  - Domestic Tourism Accommodations Based Market

Cocoa Village	Spring 2018	Fall 2017
Participation Rate	46.3%	43.0%
Satisfaction Rate	4.26%	4.3%



Thank You & Good Night!

Cocoa Redevelopment Agency
Redevelopment Plan
Agenda Item V1.2 (14-484)
2nd Public Hearing

City Council
October 24, 2018

EXHIBIT C: COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN PRESENTATION

Cocoa CRA – Background Info

- Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes
  - Provides Authority to Undertake Community Redevelopment
    - City of Cocoa City Council adopted a Resolution on July 8, 1980, determining a Necessity for Redevelopment of Blighted Areas
    - City of Cocoa City Council adopted a Findings of Necessity Resolution on April 14, 1981
    - City Cocoa City Council established the Cocoa Community Redevelopment Agency on April 14, 1981 with the adoption of Ordinance No. 10-81
- Power to modify Community Redevelopment Plan
  - Section 163.361, Florida Statutes
- 2018 Proposed Amended Community Redevelopment Plan
  - 1997 Community Redevelopment Plan
  - 2008 Waterfront Master Plan (covered entire redevelopment area)
    - Plan was not amended at the time as projects and initiatives were found to be consistent with the 1997 Community Redevelopment Plan
  - 2018 Waterfront Master Plan update **(post Hurricane Irma)**

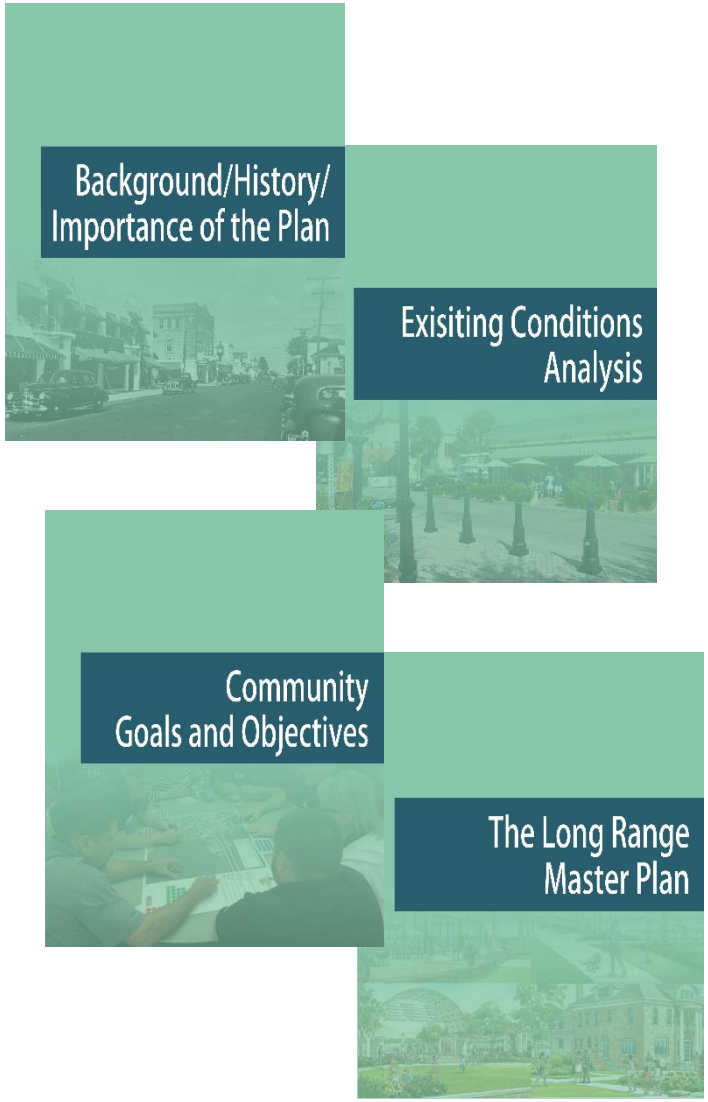
Why modify Cocoa CRA Redevelopment Plan

- Cocoa CRA Community Redevelopment Plan was last modified and adopted in June 1997
  - CRA Plan is a living document and projects, goals and activities should be evaluated and updated generally every 5 – 10 years.
  - City Comprehensive Plan Policy 1.1.4.9

    "On a continuing basis, the City shall review and update, as necessary, the Redevelopment Area Plans."
  - Pursuant to Section 163.387, Florida Statutes, a modified plan cannot exceed 30 years – **thus, the 1997 Cocoa CRA Redevelopment Plan will expire in Fiscal Year 2027.**
  - Modifying and adopting updated community redevelopment plan will the Cocoa CRA extend its life to the full statutory life of CRA 60 years, which would **extend the agency until April 2041**.
    - This enables the Cocoa CRA sufficient time to undertake redevelopment projects and activities contained in redevelopment plan.



What changed and what was modified



- Background/History – updated data,
- Existing Conditions – updated current conditions and maps and revised as appropriate
- Incorporated Frameworks for proposed Improvements
  - Establishment of sub-districts from 2008 Waterfront Master Plan
- Revised Community Goals, Policy Objectives & Plan Strategies
- Updated Capital Improvements Plan incorporating capital projects, **with established priorities and timelines**, from 2008 Waterfront Master Plan and (2018) Waterfront Master Plan Update

Redevelopment Goals and Objectives

The Cocoa CRA Community Redevelopment Plan was evaluated for consistency with the City's Comprehensive Plan:

- Future Land Use
- Transportation
- Housing
- Solid Waste Management
- Stormwater Management
- Coastal Management
- Recreation and Open Space

Capital Improvements Plan

- Waterfront Improvements and Enhancements
- Lee Wenner Park
  - Recognizes Acquisition from Brevard County BOCC
  - Eliminated projects completed and no longer consistent
  - Location of New Civic Center
- Riverfront Park Improvements
- CRA Projects
  - Provisions to improve and promote infill housing including workforce and affordable housing
  - Parking improvements
- Catalytic Mixed-Use Development Sites identified
- Wayfinding – Gateways and Signage
- Streets – Stormwater Improvements



City of Cocoa

Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

Waterfront Improvements

1. Living Breakwater
2. North Mooring Facility + Pump Out vessel & facilities
3. T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction
4. Dinghy Dock
5. Day Slips
6. New Fishing Pier, East Lee Wenner Island
7. Shoreline Stabilization

Lee Wenner Improvements

1. Civic Building
2. Harbor Master Building
3. Lee Wenner Park Renovation

Downtown Park Improvements

1. Taylor Park Renovation
2. Promenade
3. Overlooks
4. Porcher House Lawn + Garden
5. Support Building for Amphitheater
6. Harrison Street Streetscape

2008 Master Plan – Covered the entire CRA





Waterfront Vision



Waterfront Master Plan
Great Recession of 2008

a. US1 Streetscape Improvements

b. Rosa L. Jones Park Traffic Square Designed (not yet built)

c. Form-Based Code Adopted
   a. Waterfront Overlay
   b. Development and Design Guidelines

d. Wayfinding Finding
   a. Program and guidelines developed
      - Entry signs
      - Gateway Feature

e. SR520 Improvement Study – FDOT Corridor Study

f. Florida Avenue Streetscape

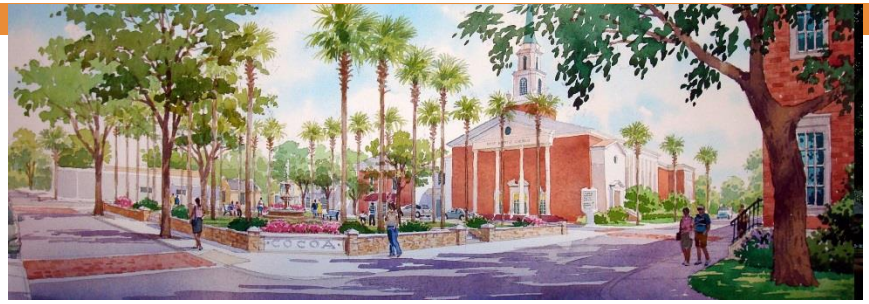
g. City Acquired Oaks Mobile Home Park

h. Parking Study – 2017 Update

i. City Referendum approved preserving Public Use and Scenic Vista water's edge use.

j. Lee Wenner Park Conveyed from County to City which contemplated waterfront capital improvements

k. Pre-Development Activities – Brownfields Environmental Site Assessments



Rosa Jones Square Vision, now designed to construction document level

Florida Avenue Streetscape and new Business Development



Post Hurricane Irma – Master Plan Update

- Build Upon 2008 CRA Approved WF Master Plan
- Acknowledge Projects Completed Since 2008
- Recognize Repair Efforts due to Hurricane Irma
- Incorporate Lee Wenner Park acquired from Brevard County BOCC
- Incorporate Projects Already Underway
- Broad Community Input for Key Goals
  - 10 Year Action Plan
  - Long Term Objectives
  - Conceptual Level Planning
  - Order of Magnitude Budgeting





A High Level, Direct, Planning Effort…

…What do we want to put back, change or add?

Public Review Process

Planning & Zoning Board Review

Pursuant to s. 163.360(2)(a), Florida Statutes, a CRA Redevelopment Plan must, "***"Conform to the comprehensive plan for the …municipality as prepared by local planning agency under the Community Planning Act."***

- Prior to the Cocoa CRA's consideration of an update to its Redevelopment Plan, the City's Land Planning Agency (LPA), the Planning & Zoning Board, reviewed the proposed Redevelopment Plan for conformance with the City's Comprehensive Plan.

- Planning & Zoning Board's role was to consider whether the proposed draft amended Cocoa CRA Redevelopment Plan was consistent with the City's Comprehensive Plan.
  - **On September 10, 2018, the Planning & Zoning Board found the 2018 Cocoa CRA Redevelopment Plan as amended was consistent with the City's 2010-2020 Comprehensive Plan.**

Redevelopment Goals and Objectives

The Cocoa CRA Redevelopment Plan was evaluated for consistency with the City's Comprehensive Plan:

- Future Land Use
- Transportation
- Housing
- Solid Waste Management
- Stormwater Management
- Coastal Management
- Recreation and Open Space

Notice to Taxing Authorities – Legal Advertisement

- Pursuant to s. 163.361,(3)(a), Florida Statues, the City of Cocoa noticed the Brevard County Board of County Commission Chairperson and County Manager by email on September 21, 2018, and Certified Mail.

- Pursuant to s. 163.361,(2), Florida Statues, the City of Cocoa legally advertised the public hearings for the Ordinance to adopt the updated Cocoa CRA Redevelopment Plan in the Florida Today newspaper on September 25, 2018.

- Brevard County BOCC was presented the updated Cocoa CRA Redevelopment Plan under its Consent Agenda at its October 23, 2018, and after discussion acknowledged receipt of the plan.

Cocoa CRA 2018 Redevelopment Plan

Cocoa CRA Board Action: Cocoa CRA Board considered and approved the updated Redevelopment Plan at a Special Cocoa CRA Meeting on September 18, 2018, and recommended City Council approve the 2018 Cocoa CRA Redevelopment Plan.

Pursuant to s. 163.361,(3)(a), Florida Statutes, the governing body (Cocoa City Council) shall hold a public hearing on a proposed modification on any community redevelopment plan.

City Council Action: On October 10, 2018, City Council approved the First Reading of Ordinance 10-2018 approving the Cocoa Community Redevelopment Agency redevelopment plan update.

City Council Requested Action: Approve the Second (and Final) Reading of Ordinance 10-2018 approving the 2018 Cocoa Community Redevelopment Agency redevelopment plan update.

Questions and Public Comment

Legislation Details (With Text)

File #:	18-631	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/3/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes of the regular meeting of November 14, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the regular meeting of November 14, 2018, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the regular meeting of November 14, 2018, as written or with amendments

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

November 14, 2018

A Re□ular Ci□ Council Mee□in□ □a□ □eld on Wedne□da□, Nove□ □er 14, 2018, in Cocoa Ci□ Hall, in Ci□ Council C□a□ □er, loca□ed a□ 6□ S□one S□ree□, in Cocoa, Florida, 32922, a□ □u□licl□ no□iced.

I. OPENING MATTERS:

De□u□ Ma□or Blanco called □e □ee□in□ □o order a□ 6:02 □.□.

Council□an W□i□□le □rovided □e invoca□ion and Council□an Boi□ver□led □e a□□e□ □l□in □e Pled□e o□ Alle□iance □o □e Fla□ o□ □e Uni□ed S□a□e□ o□ A□erica.

T□e Ci□ Cler□ □oo□ □e roll.

PRESENT:	Jeri Blanco	De□u□ Ma□or
	Don Boi□ver□	Council□an
	Brenda Warner	Council□o□an
	Clarence W□i□□le, Jr.	Council□an
	An□on□ Gar□ane□e	Ci□ A□orne□
	Jo□n Ti□anic□, Jr.	Ci□ Mana□er
	Ma□ Fu□rer	A□i□an□ Ci□ Mana□er
	Carie S□eal□	Ci□ Cler□

OTHER STAFF MEMBERS PRESENT:

Ta□ □ Ge□ □a□i, Ad□ini□ra□ive Service□ Direc□or□ Ka□ie Enni□, De□u□ U□ili□ie□ Direc□or□ Karen Ha□il□on, Co□ □uni□ Service□ Direc□or□ Mi□e Can□alou□e, C□ie□ o□ Police□ Gene Prince, Fire C□ie□ Ed We□eri□, Pu□lic Wor□□ Direc□or□ Re□ecca Bo□□an, Finance Direc□or□ Gail Ban□u□an, Lei□ure Service□ Mana□er□ Lora Ho□ell, De□u□ Finance Direc□or□ Ja□on McCuen, Hel□de□□ Su□□or□ Tec□□and □o Cocoa Police O□icer□.

II. APPROVAL OF AGENDA AND MINUTES:

1. A□enda: Re□ular Mee□in□ o□ Nove□ □er 14, 2018 (18□26)

2. Minu□e□: Re□ular Ci□ Council Mee□in□ o□ Se□e□ □er 2□, 2018 (18□28)

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as presented and the Minutes for the Regular Meeting of September 25, 2018.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

De□ra Du□e□, 2□2□ Fair□ield Drive, Cocoa, and □everal □ou□ □ere in a□endance □o invi□e Council □o Holida□ in □□e Par□ □□ic□ □ill □e □eld on Sa□urda□, Dece□ □er 1, 2018 □e□innin□ a□ 11:00 a.□. Addi□ionall□, □□e Tri□u□e □o Le□end□ even□□ill □e Fe□ruar□ 22□24, 2019 a□ Monroe Par□. T□e □□an□ed Council □or □u□□or□in□ □□e □ou□□ and loo□ed □orard □o □or□in□ □i□□ □□e□ in □□e □u□ure.

Larr□ Sinclair, 10□2 Mi□c□ell S□ree□, Cocoa, advi□ed □□a□ □□e □a□ □□e ri□□□ □o addre□□ Council and a□□ed □□a□ □□e□ and □□e audience re□□ec□□□a ri□□□, and □e a□□ed no□ □o □e in□erru□□ed. He □a□ no□□een in a□endance □ince Se□e□ □er 11, 2018 and □a□ al□a□□ □or□ed □one□i□ and □unI□ □i□□ □□e Ci□□. He □a□ al□o □□o□en □o Council a□ou□ i□□ue□ on □□e Council. He □a□ never □idden an□□□in□ □ro□ □□e Ci□□ a□ou□□i□ □el□or □i□ □a□. He added □□a□□e □ill no□□ave an□one □□o □a□ □een a□□oin□ed or elec□ed u□e □i□ □od□ □o □ile □aliciou□ □ro□ecu□ion c□ar□e□ accu□in□ □i□ o□□in□□ □□a□□e did no□do. Fur□□er□ore, □e □ill no□□olera□e elec□ed o□icial□ u□□i□in□ □ri□□en □□orn □a□e□en□ □i□□ou□□rovidin□ □□e□ □o □□e Ci□□ Cler□ □or □u□lic record□ □ur□o□e□. A□o□Nove□ □er 2, 2018 a civil ac□ion □ui□ a□ □een □iled a□ain□□□□e Ci□□, Ci□□ □oard□, and o□□er ci□□ re□iden□□. A□o□Monda□, ano□□er □ui□ □ill □e □iled on □□e Ci□□.

Mr. Sinclair advi□ed □□a□□e □a□ □□or□ed □i□□ □□e Ci□□ □or □□e la□□□our □ear□ and □□ou□□ □e and □□e Ci□□ do no□al□a□□ a□ree, □□e□ □ana□e □o □e□□□in□□done. He □ill □ill □e □ere, □e i□ no□□oin□ an□□□ere. He i□ no□□oin□ □o □an□ i□ □ead and □e □ill con□inue □o □a□e a di□□erence in □□e Ci□□. He □ill con□inue □o □or□ i□□ □□e Ci□□ □o □a□e a di□□erence □or □□e □ene□i□ o□□□e Ci□□. I□□□ere i□ a rea□on □□a□ □eo□le

□an□o □o around and □ar□ru□or□ □a□o e□in□ □ould □a□en a□i□ □ee□in□, □i□onl□in□en□or □oni□□□a□ □o □a□e i□clear □a□e □ill □a□e a □and, includin□ c□allen□in□ □e Ma□or elec□and □e Di□ric□4 elec□le□ali□o□□ein□ □□orn in nex□ □ee□.

V. CONSENT AGENDA:

1. A□□rove a Re□olu□ion A□endin□ □e FY19 Bud□e□, □ovin□ □und□ro□ a Bud□e□ed Ca□i□al Accoun□ o an O□era□in□ Accoun□, □or □e □urc□a□e o□ □elve ne□ Pana□onic Tou□□oo□ co□ □u□er□ Pro□ec□Nu□□er PD16IT. (18□48□). (C□ie□o□ Police)

2. A□□rove a Coo□era□ive Purc□a□e A□ree□en□□i□ Tec□S□□e□, Inc □or a ne□ roo□ □□□e□ on old Fire S□a□ion □3 □i□□□ac□in□ exi□in□ □id □or Brevard Coun□ Con□inuin□ Roo□in□ Con□rac□in□ Service□: P□4□18□12, E□ec□ive Jul□ 10, 2018 □rou□□ Jul□10, 2019. (18□□20). (Pu□lic Wor□□Direc□or)

3. A□□roval □or □e u□e o□□or□ei□ure □und□ o □urc□a□e re□lace□en□ca□era□ and recordin□ e□ui□□en□□or □e in□ervie□ roo□ □in □e Cri□inal Inve□i□a□ion□Divi□ion in □e a□oun□o□□7,488, and a□□rove a Re□olu□ion a□endin□ □e Fi□cal Year 2019 Bud□e□. T□i□ ex□endi□ure i□dee□ed con□i□en□□i□in □e □rovi□ion□under Florida S□a□e S□a□u□e 932.70□□(□)(a). (18□□22). (C□ie□o□Police)

4. A□□roval o□Bid B□19□0□□COC and No□ice o□A□ard and au□ori□e a □urc□a□e order in □e a□oun□o□□121,200 □o Micnor Cor□. DBA US La□n□o□Brevard, □or □e Mo□in□ and Main□enance o□variou□ ci□□ area□ □o include Kin□ S□ree□(S.R.□20) Median□ and Ri□□□□o□Wa□, Cocoa Boulevard (US1) Median□ and □elec□ed Ri□□□ o□Wa□ area□, Ce□e□erie□: Hill□o□, Cocoa, Pinecre□□and Ever□reen, Wa□er Field O□era□ion□and □33 Bernard S□ree□. (18□□23). (Pu□lic Wor□□Direc□or)

□. A□□rove Par□ici□a□ion in a Coo□era□ive Purc□a□e A□ree□en□ □i□□ Ver□eer Sou□ea□□o□Orlando, Florida □o Purc□a□e a Ver□eer McLau□□lin VX□0□00 Vacuum Excavator and Associated Equipment Utilizing the Florida Sheriff's A□□ocia□ion Con□rac□No. FSA18□VEH16.0. (18□□24). (U□ili□ie□Direc□or)

6. A□□rove □e Acce□□ Ea□e□en□ A□ree□en□ and an Over□ead Po□er Line Ea□e□en□A□ree□en□on □e We□a□oo□ee Wa□er Plan□(160 Acre□) Si□e □i□□ Loc□□eed Mar□in□To Au□ori□e □e Ci□□Mana□er □o Execu□e □e A□ree□en□□. (18□ □32). (U□ili□ie□Direc□or)

7. A□□rove a Re□olu□ion Waivin□ □e Co□ □e□i□ive Biddin□ Proce□□ □or □e Pur□o□e o□ Ma□in□ a Sole Source Purc□a□e o□ a Re□lace□en□ Peerle□□ Tran□□er Pu□ □ro□ To□ Evan□ Environ□en□al, Inc., La□eland, Florida, □or □e D□al Wa□er Trea□□en□ Plan□ (18□□3□). (U□ili□ie□ Direc□or)

8. A□□rove Ta□□ Order 2019□9□ □i□□ CH2M □or FY2019 Pro□ra□ Mana□e□en□ Service□ □or Cocoa U□ili□ie□ O□era□in□ Revenue Funded Pro□ec□□ E□ec□ive Oc□o□er 1, 2018 □rou□□ Se□□e□ □er 30, 2019□To Au□□ori□e □e Ci□□ Mana□er □o Execu□e Ta□□ Order. (18□□37). (U□ili□ie□ Direc□or)

9. A□□rove Ta□□ Order 2019□96 □i□□ CH2M □or FY2019 Pro□ra□ Mana□e□en□ Service□ □or Cocoa U□ili□ie□ 2018 Bond Funded Pro□ec□□ e□ec□ive Oc□o□er 1, 2018 □rou□□ Se□□e□ □er 30, 2019□To Au□□ori□e □e Ci□□ Mana□er □o Execu□e Ta□□ Order□To A□□rove a Re□olu□ion A□ endin□ □e FY2019 Bud□e□ (18□□38). (U□ili□ie□ Direc□or)

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the Consent agenda.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. A□□rove □e re□ue□□ □o c□an□e □e road clo□ure i□ e □or □e 2018 Annual Cocoa/Roc□led□e Holida□ Tree Li□□in□ and Parade on Sa□urda□, Dece□ □er 8, 2018. (18□□4□). (Lei□ure Service□ Mana□er)

M□. Ban□u□an ex□lained □e c□an□e □ □e □ro□o□ed road clo□ure and no□ed i□□a□ due □o □e c□an□e o□ □e □olida□ □arade i□ e. T□e□ □ere □o□in□ □o increa□e co□ □uni□ □ar□ici□a□ion in □e □arade and □ree li□□in□ cere□on□. T□ere i□ al□o an ex□ec□ed increa□e in □arade □ar□ici□an□ due □o □e i□ e c□an□e. T□e □arade □ill □e a□3 □.□. and □ill □e □e □a□e rou□e a□in □a□□ear□.

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

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ci□ Council direc□ion re□ardin□ an a□ree□en□ or Pro□e□ional Service□ □e□□een □e Ci□ o□ Cocoa and Alcalde □ Fa□, LTD. (18□□60). (Ci□ Mana□er)

Ci□ Mana□er Ti□anic□ advi□ed □a□□e Ci□ □a□ a lon□ □andin□ rela□ion□□i□ □i□ Alcalde and Fa□, □oin□ □ac□ o 200□. He di□cu□□ed in de□ail □ran□ and o□er a□i□ance □a□□e□ □ave □el□ed □e Ci□ □i□. He □oin□ed ou□ □a□□e□ are in□ru□en□al in iden□i□in□ □o□en□ial □ran□ □a□□e Ci□ □i□□□□e eli□i□le □or alon□ □i□ o□er re□ouce□ a□□e □a□e and □ederal level□.

He □oin□ed ou□ □a□□e annual re□ainin□ a□oun□i□ □24,000 □u□ ad□ini□ra□ive ex□en□e□ and □2□,000 □a□ □een □ud□e□ed in □e FY 2019 □ud□e□. He □en□ioned □a□□i□i□e□ i□ a□□in□ □or □uidance on □□e□□er or no□□e□ □□ould con□inue □i□ □ar□ner□□i□ and advi□ed □a□□a□□a re□ue□in□ □a□□e□ do.

Council□an Boi□ver□□elieved □a□□e□ □□ould con□inue □i□□ Alcalde and Fa□.

* **MOTION by Councilman Boisvert;Seconded by Councilman Whipple, to continue with Alcalde and Fay, LTD and for staff to work on an agreement for professional services with them.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. A□□roval o□ Accoun□in□ Service□ □or CAFR Pre□ara□ion and Revie□ and A□□rove a Re□olu□ion A□endin□ □e FY 2019 Bud□e□, □rou□□ □e u□e o□ General Fund and U□ili□ie□ Con□in□enc□. (18□□47). (Finance Direc□or)

M□. Bo□□an □re□en□ed □i□ i□e□ and advi□ed □a□due □o □e □urnover o□ □e □inance direc□or, □e ex□ended leave o□ a□□ence□ in accoun□in□ □a□, and □e □ediou□ □or□ □a□need□ □o □e done in co□□le□in□ □e CAFR, □a□i□ re□ue□in□ a□□roval o□ □i□□□□ac□in□ □e Ci□y of Casselberry's accounting services.

Council□o□an Warner a□□ed M□. Bo□□an i□□□e □a□ □reviou□ ex□erience □i□ □i□co□ □an□and in re□□on□e, M□. Bo□□an advi□ed □a□□e□a□i□ed □e Ci□o□ Ca□□el□err□ □i□ □inancial □a□e□en□ and □ervice□ and □□e i□co□□or□a□le □i□ □□e□ a□a vendor.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

2. Re□ue□□au□□ori□a□ion □o a□ard a □ul□i□□ear □a□□ order and □urc□a□e order □o In□ra□□ruc□ure Solu□ion Service□, LLC (ISS) □or De□i□n and En□ineerin□ Service□ rela□ed □o □□e River□ron□Par□ Pro□enade I□□rove□en□ Pro□ec□, under □□e Civil En□ineerin□ Con□inuin□ Service□ A□ree□en□RF□□16□01□COC□A, □or □□e 100□ de□i□n, Co□□e□i□ive Bid Pac□a□e Pre□ara□ion, and Con□□ruc□ion En□ineerin□ Service□□□rou□□□ o Pro□ec□Co□□le□ion in □□e a□oun□o□□66,320, includin□ □iddin□ and con□□ruc□ion en□ineerin□ □ervice□. (18□□49). (Pu□lic Wor□□Direc□or)

Mr. We□eri□□re□en□ed □□e i□e□ and □en□ioned i□□a□□or □□e □ro□enade. T□e□ □ill con□inue □□i□de□i□n and □□e□□ill □e □rin□in□ an i□e□ □ac□□or a□□roval □e□ore □□e con□□ruc□ion □ar□.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Re□ue□□au□□ori□a□ion □o a□end and a□ard a □ul□i□□ear □a□□ order and i□□ue a c□an□e order □o PO□73217 addin□□93,640.00 □o In□ra□□ruc□ure Solu□ion Service□, LLC. □or De□i□n and En□ineerin□ Service□ rela□ed □o □□e T□Doc□ and Da□ Sli□□ Pro□ec□, under □□e Civil En□ineerin□ Con□inuin□ Service□ A□ree□en□RF□□16□01□ COC□A, □or □□e 100□ de□i□n, Co□□e□i□ive Bid Pac□a□e Pre□ara□ion, and Con□□ruc□ion En□ineerin□Service□□□rou□□□ o Pro□ec□Co□□le□ion □or a □o□al □ro□ec□ co□□o□□141,140.00. (18□□□0). (Pu□lic Wor□□Direc□or)

Mr. We□eri□ re□en□ed □e i□e□ and no□ed □a i□ a□ a□endin□ an a□ard □o a □ul□i□ear □a□ order. T□i□ i□ □or □e T□Doc□ and Da□ Sli□□. He □ur□er no□ed □a□ □e de□i□n □a□ □o □e a□100□ in order □or FEMA □o rei□ □ur□e □e Ci□.

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

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. Da□a □o□in□ □e rela□ion □e□een □e e□i□a□ed and ac□ual inco□e and ex□en□e□ □o da□e. (18□□12). (Finance Direc□or)

2. Cocoa Police De□ar□□en□ Di□ric□ Even□ S□a□i□ic□ □or □e □on□□ o□ Se□□e□ □er, 2018. (18□□63). (C□ie□ o□ Police)

X. REPORTS:

Mr. We□eri□ □an□ed □o□□ De□u□□ Ma□or Blanco and Council□an W□i□□le □or □or□in□ □i□□ □i□ and Pu□lic Wor□□ and □i□□ed □e□ □ell in □eir □u□ure endeavor□.

M□. Bo□□an □en□ioned □a□a □□e Oc□o□er 10, 2018 Ci□□ Council □ee□in□ a con□rac□□a□a□□roved and □u□□i□□ed □i□□ □□e S□a□e o□ Florida □or rei□ □ur□e□en□ □or Hurricane Ir□a. T□e□ received rei□ □ur□e□en□□or □□e ir□□□ro□ec□□or□□□ee□ □□ic□ □a□ □or □un□en□oa□□. A□er □□e □a□□en□□a□ received □□e co□□□o □□e Ci□□ ended u□ □ein□ around □1,□00.

C□ie□ Can□alou□e □an□ed De□u□□ Ma□or Blanco and Council□an W□i□□le □or □eir □u□□or□ o□ □□e Police De□ar□□en□ and □en□ioned □a□i□□a□ □een a □lea□ure □or□in□ □i□□ □□e□.

C□ie□ Prince □oin□ed ou□□a□□i□ Monda□, Nove□□er 19, 2018 □□e local □re union □ill □e □a□□in□ ou□□ur□e□□. Addi□ionall□, □□e□ can al□a□□u□e □ore dona□ion□ and dona□ion□ can □e dro□□ed o□□a□ an□ Cocoa Fire De□ar□□en□.

M□. Ha□il□on advi□ed □a□a□□□on□□ □□e Co□a□e□o□ Cocoa Villa□e □ere a□□roved and la□□□ee□ □□e□ □ro□e □round. T□a□i□ an exci□in□ □ile□one □or □□e Ci□.

S□e □an□ed □o□ De□u□ Ma□or Blanco and Council□an W□i□□le □or all □a□□e□ □ave done.

M□. Enni□ □en□ioned □a□Mr. Wal□□ □a□ no□in a□endance □u□□e □an□ed □o ex□end □i□ □an□□ □o De□u□ Ma□or Blanco and Council□an W□i□□le □or □eir □u□□or□.

M□. Ge□□a□i no□ed □a□ □□e To□ Drive re□i□ra□ion □a□ endin□ □□i□ Frida□, Nove□ □er 16, 2018. A□er □i□da□e □□e□can a□□l□a□□e Police De□ar□□en□.

M□. S□eal□ □an□ed □o□ De□u□ Ma□or Blanco and Council□an W□i□□le and □i□□ed □□e□ □ell.

A□□i□an□Ci□ Mana□er Fu□rer □an□ed De□u□ Ma□or Blanco and Council□an W□i□□le □or □eir leader□□i□ over □□e i□e □e □a□ □een □i□ □□e Ci□ and al□o □or all □a□□e□ □ave done □or □□e Ci□.

Ci□ Mana□er Ti□anic□ no□ed Tue□da□, Nove□ □er 20,' 2018 a□10 a.□. □ould □e □□e S□earin□ In Cere□on□ □or □□e ne□l□elec□ed Ma□or and Council□e□ □er□.

He □en□ioned □a□□e □ould □e leavin□ □or □□e FLC Le□i□la□ive Con□erence a□er □i□□ee□in□ □or □□e re□ainder o□□□e □ee□, Nove□ □er 1□□ 16, 2018.

In clo□in□, Ci□ Mana□er Ti□anic□ □an□ed □o□ De□u□ Ma□or Blanco and Council□an W□i□□le □or □eir □u□□or□and □or □eir leader□□i□ in □□e co□□uni□. T□ere □ave □een □o□e di□icul□deci□ion□ □o □a□e and □e a□□recia□e □□eir □ein□ re□□ec□ul and □o□ o□□eir en□a□e□ en□in □eir one on one □ee□in□□. T□e□al□o □o□al□a□□loo□ed ou□□or □eir con□i□uen□.

He □i□□ed all a □onder□ul □olida□ □ea□on.

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Ci□ A□orne□ Gar□ane□e □□o□e □o De□u□ Ma□or Blanco □a□in□ □a□i□□a□ □een a ver□□e□ora□le □□o □ear□and □e □i□□ed □er all □e □e□.

Council□o□an Warner □an□ed □e Hi□oric Cocoa Villa□e A□□ociation □or □e □onder□ul □o□a□□e C□ili Coo□o□. I□i□al□a□□a □un even□and □ere □ere nine□een con□e□an□ □i□ □ear. S□e al□o □an□ed Ci□ □a□□□o □ere □ere □or □eir □ard □or□.

S□e □an□ed Yvonne Mar□ine□, O□icer Ha□a□a□, and o□er□ □□o □el□ed □i□ Fill a Truc□a□□e Wal□ar□in Cocoa and □oin□ed ou□□a□i□□a□a □ucce□□ul even□.

Council□o□an Warner □ur□er □en□ioned □a□i□□a□ □een a □lea□ure □or□in□ □i□ De□u□ Ma□or Blanco and Council□an W□i□□le. S□e □no□□□a□□ere are □eo□le □□o □ave □ade re□ar□□a□ou□□e□ □ein□a□□oin□ed □u□□□e □ill never re□re□ a□□oin□in□ □e □o o□□e□. T□e□ □ave □o□ □een ver□ □ro□e□ional and do a □onder□ul □o□. S□e i□ □lad □a□□e ci□i□en□o□Cocoa □ad □e□ □o □erve □e□ and □o□e □a□□e□ □ill con□inue □□ □ervin□on a Ci□ □oard.

S□e □a□ □een □ervin□ □ince 199□ and □rior □o □a□□ad never □een in □oli□ic□ or □overn□en□a□all. In 1999 □□e ran □or □e □ir□□i□e and did a one □ear □er□. S□e ran a□ain in 2000 and □er o□□onen□□a□Ja□e Willia□□, Jr. S□e □en□ioned □a□ □e□ □ood a□Kin□S□ree□Ba□i□□C□urc□ and □e□ al□ed and learned □e□ □ad a lo□o□□e □a□e idea□ and a lo□in co□□□on. T□i□i□□a local □oli□ic□i□a□ou□and □ould no□□e a □ar□a□iliation. S□e i□re□i□□ered a□a de□ocra□u□a□o□□o□orro□ □ill □e an NPA. S□e i□e□ □arra□□ed □□ □□a□□e Brevard De□ocra□□ □ave done. Ever□one □ould □ave □no□n □e□er and □ar□□a□iliation □a□ no □ar□in □□i□ Ci□□ Hall. S□e □ill i□□□ever□ □in□le da□□o □a□e □ure □□i□doe□ no□□eco□e □□a□i□i□ a□□e S□a□e level. S□e □ill never allo□ □ar□□ □oli□ic□ □o □eco□e a □ar□o□□□i□ Ci□□ Hall.

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He □elco□ed □e ne□ Ma□or and rei□era□ed □a□□e i□ □a□□□ o □ave □erved and i□ rul□□le□□ed and □an□ul or □i□co□ □uni□□o □erve. He □an□ed all □e□ □er□ o□Council and □an□ed De□u□ Ma□or Blanco □or □e □ue□ion□ □□e a□□ed and loved □a□□□e □a□a□le □o do □in□□ □i□ou□con□rover□□. I□□a□ □een □un and □an□all □o □o or□ard in □o□i□ive □a□□.

De□u□ Ma□or Blanco □en□ioned □a□□i□ □a□ □er inal □ee□in□ and □□e □an□ed □o □a□e a □e□ □inue□ □o □an□all o□Council and or□er Ma□or Parri□□ or all o□ □eir □u□□or□ and □uidance, a□i□i□□o□e□in□ □a□□□e □ill never or□e□. S□e ur□□er □an□ed all o□□□e Direc□or□ and □a□□□or □a□in□ □□e i□e □o □ee□□i□ □er. S□e □an□ed □o□ C□ie□ □or □eir dedica□ion □o □eir de□ar□en□ and □□e □an□ed all o□□□e e□ □lo□ee□ □□o are □□e □ac□□one o□□i□ Ci□. La□l□, □□e □an□ed □□e re□iden□ o□□□e Ci□, □an□o□□□o□ □□e □a□develo□ed □riend□i□□ i□. Her i□ e on Council □a□ □□or□ □u□e□ec□ive □u□ □□e leave□ □no□in□ □a□ □□e □a□ in□ru□en□al in □e□ deci□ion□, en□urin□ clean, □a□e drin□in□ □a□er, and □uildin□ □ree ne□ ire □a□ion□. S□e □an□ed all □□o vo□ed or □er and □□o □u□□or□ed □er and □i□□ed all o□□□e inco□in□ □e□ □er□ □e□□. I□□a□ □een a □lea□ure □ervin□.

XI. ADJOURNMENT.

*** MOTION by Counilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of November 14, 2018.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 6:42 p.m.

_____

Jeri Blanco, Deputy Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

Legislation Details (With Text)

File #:	18-618	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/27/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the Minutes for the Special City Council Meeting (Swearing In Ceremony) of November 20, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-20-18 Swearing In Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2018
Agenda Date: December 12, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Special City Council Meeting (Swearing In Ceremony) of November 20, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

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RECOMMENDED MOTION:

Approve the Minutes for the Special City Council Meeting (Swearing In Ceremony) of November 20, 2018, as written or with amendments.

MINUTES

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

November 20, 2018

A Special City Council Meeting was held on Tuesday, November 20, 2018, in Cocoa City Hall, in City Council Chamber, located at 65 Stone Street, in Cocoa, Florida, 32922, as duly noticed.

I. OPENING MATTERS:

Deputy Mayor Blanco called the meeting to order at 10:02 a.m.

Councilman Wiggle provided the invocation and Councilman Boerver led the audience in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jeri Blanco	Deputy Mayor
	Don Boerver	Councilman
	Brenda Warner	Councilwoman
	Clarence Wiggle, Jr.	Councilman
	Jake Williams, Jr.	Mayor-Elect
	Alex Goins	District 1 Councilman-Elect
	Lorraine Koch	District 4 Councilwoman-Elect
	Kristin Eick	Assistant City Attorney
	John Titanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Seal	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Wall, Utilities Director Karen Hamilton, Community Service Director Mike Canalouse, Chief of Police, Gene Prince, Fire Chief Ed Weberi, Public Works Director Rebecca Bowman, Finance Director Nancy Bunn, Deputy Community Services Director; Monica Arsenault, Assistant City Clerk; Colleen O'Donnell, Records Technician Kathy Frederick, Executive Assistant Heidi Bryon, Housing

Program Coordinator Jason McCuen, Helpdesk Support Tech Carlene Neuberman, CRA Program Manager Major John Hanson, Cocoa Police Department Santana Senger, Administrative Assistant to the City Manager/PR Specialist and several other City employees.

II. Approval of Agenda:

1. Approve the Agenda for the Special City Council Meeting (Swearing In Ceremony) on November 20, 2018. (18-69)

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the Agenda for the Special City Council Meeting (Swearing In Ceremony) of November 20, 2018.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS:

None.

IV. COUNCIL BUSINESS:

1. Approve Resolution No. 2018-107 Certifying the Results of the November 6, 2018 General Election for District 1 & 4 and Special Election for Mayor. (18-70). (Administrative Services Director)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve Resolution No. 2018-107 Certifying the Results of the November 6, 2018 General Election for District 1 & 4 and Special Election for Mayor.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Swearing-In of District 1 Councilman Elect Alex Goins. (18-72). (City Clerk)

City Clerk Shealy swore in District 1 Councilman Elect James “Alex” Goins. Mr. Goins received the affirmation into the record and took his seat on the dais.

3. S□earin□ In o□ Di□ric□ 4 Council□o□ an Elec□ Lorraine Ko□□. (18□□73). (Ci□ Cler□)

Ci□ Cler□ S□eal□ □□ore in Di□ric□ 4 Council□o□ an Elec□ Lorraine Ko□□. M□. Ko□□ re□ea□ed □e a□ir□a□ion in□o □e record and □oo□ □er □ea□a□□e dia□.

4. S□earin□ In o□ Ma□or Elec□ Ja□e Willia□ □, Jr. (18□□74). (Ci□ Cler□)

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Council□an Boi□ver□ no□ina□ed Council□o□an Warner a□ De□u□ Ma□or □or Nove□ □er, 2018 □rou□□ Nove□ □er, 2019.

*** MOTION by Councilman Boisvert; Seconded by Councilman Goins, to appoint Councilwoman Brenda Warner as Deputy Mayor for November, 2018 through November, 2019.**

AYES: Williams, Boisvert, Goins, Warner
NAYS: Koss

THE MOTION CARRIED (4-1)

V. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Koss, to adjourn the Special City Council Meeting of November 20, 2018.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

The meeting adjourned at 10:22 a.m.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-533	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/25/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve Task Order 2019-94 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa SCADA Routine Services FY19 SOW 110618 revised 11.18 TO (2019-94) CH2M--11.6.18 $175000 - UT-DY				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2018
Agenda Date: December 12, 2018
Prepared By: David Fisher, Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-94 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System at the Dyal Water Treatment Plant

BACKGROUND:

The City of Cocoa has performed a major upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides technical assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor Improvements as well as performance. CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa staff.

Task Order 1 - SCADA Services:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- PLC programming
- HMI programming
- Some tasks may be performed via a remote connection or partially performed in a CH2M

office with final installation onsite as determined by the City

Staff recommends approval of Task Order 2019-94 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$175,000
Account Number	421-4055-536.46-00
Account Name	Repair and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2019-94 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System at the Dyal Water Treatment Plant.

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City of Cocoa
Task Order 2019-94
SCADA Routine Maintenance and On-Call Services
Fiscal Year 2019

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

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Task 1 – SCADA Services

CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance
- PLC programming
- HMI programming
- Historian configuration
- Telemetry support
- SCADA network support
- Backup SCADA files
- SCADA reporting support
- HMI trending support
- Training as requested
- Management and Information Solutions (M&IS)
- CMMS system support
- Emergency telephone support services
- Other SCADA support services as directed by the city to maintain a reliable and secure SCADA system
- Some tasks may be performed via a remote connection or partially performed in a CH2M office with final installation onsite as determined by the city

Project Deliverables

- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- This task order does not include material procurement or subcontract services.
- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2019. CH2M will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

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

Compensation Table – Summary

	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 SCADA Services					
Jr. Professional Engineer/Scientist/Consultant	288	$120.84	$34,801.92		$34,801.92
Mid Level Consultant	120	$166.44	$19,972.80		$19,972.80
Sr. Professional Engineer/Scientist/Consultant	435	$188.40	$81,954.00		$81,954.00
Sr. Project Manager	120	$199.17	$23,900.40		$23,900.40
Travel and Expense				$14,370.88	$14,370.88
Grand Total	**963**		**$160,629.12**	**$14,370.88**	**$175,000.00**

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

This proposal is effective for 90 days.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
By: _____	By: _____
Title: _____	Title: Vice President
Date: _____	Date: 11/06/18

Attachment A
CH2M FY2019 Per Diem Schedule

Classification	Description	FY2019 Rate
En□ineer 9	Princi□al	□199.17
En□ineer 8	Senior Revie□er/Con□ul□an□	□199.17
En□ineer 7	Senior Pro□ec□Mana□er	□199.17
En□ineer 6	Senior Pro□e□□ional En□ineer/Scien□i□□/Con□ul□an□	□188.40
En□ineer □	Mid□Level Pro□e□□ional En□ineer/Scien□i□□/Con□ul□an□/Pro□ec□ Mana□er	□166.44
En□ineer 4	Pro□e□□ional En□ineer/Scien□i□□/Con□ul□an□/Pro□ec□Mana□er	□138.96
En□ineer 3	Junior Pro□e□□ional En□ineer/Scien□i□□/Con□ul□an□	□120.84
En□ineer 2	Pro□ec□En□ineer/Scien□i□□/Con□ul□an□	□101.84
En□ineer 1	Junior Pro□ec□En□ineer/Scien□i□□/Con□ul□an□	□9□.27
En□ineer 0	En□ineerin□ In□ern	□8□.28
Tec□nician □	Senior Con□□ruc□ion Mana□er/Senior De□i□ner	□1□□.□9
Tec□nician 4	Con□□ruc□ion Mana□er/Senior Tec□nician	□12□.06
Tec□nician 3	Senior Con□□ruc□ion In□□ec□or	□111.34
Tec□nician 2	Con□□ruc□ion In□□ec□or/Tec□nician	□86.17
Tec□nician 1	Junior Con□□ruc□ion In□□ec□or/Junior Tec□nician	□76.□3
Tec□nical Aide	Tec□nical Aide	□66.□6
O□ice	O□ice/Pro□ec□Ad□ini□□ra□ion	□69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6827191&GUID=80F95768-A7C0-4FED-9891-7A4049DDA7C5* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-548	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/31/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the FY 2018-2019 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $446,472.26 and to approve a Resolution amending the FY2019 budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Disbursement Agreement 18-19 Budget Resolution FY 2019 BAF 19-031 -CD-HOME Disbursement (12-12-18)~ Agenda 18-548 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2018
Agenda Date: December 12, 2018
Prepared By: Nancy A. Bunt, Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the FY 2018-2019 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $446,472.26 and to approve a Resolution amending the FY2019 budget.

BACKGROUND:

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

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

6) Population of a jurisdiction multiplied by a net per capita income (pci).

The Brevard County HOME Consortium shall receive $1,272,414. The City's allocation is approximately 5.645 percent of the total HOME allocation the County receives.

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

Staff recommends Council approve the FY 2018-2019 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $446,472.26 as follows:

FY 2018-2019 Allocation	$71,828.23
Carry Forward Balance	$64,366.11
*Program Income	$310,277.92
Total Contract Amount	**$446,472.26**

**program income received during FY17-18 from the CHDO proceeds of the four (4) homes sales within the Regina Myra Subdivision.*

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Budgeted Yes

The cost of this program is budgeted in 101-3240-554.83-00 Other Grants and Aids. The attached Budget Amendment is to update the Budget to accurately reflect the cost of the program. Personnel costs are budgeted within the appropriate payroll lines in the amount of $10,079.

Budget Amendment # 19-031

Account Name Cash Carry Forward
Account Number 104-0000-389.99-10
Amount ($95,355)

Account Name Other Grants and Aids
Account Number 104-3240-554.83-00
Amount ($95,355)

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Approve the FY 2018-2019 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $446,472.26 and to approve a Resolution amending the FY2019 budget.

2018-2019 HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT AGREEMENT BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS AGREEMENT entered into this _____ day of _____, 2018, with an effective date of October 1, 2018 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships (HOME) Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD) to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Titusville, the City of Cocoa, the City of Melbourne, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low and low income citizens of Cocoa; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS:

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the US Department of Housing and Urban Development's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization ("CHDO"), which is directly generated from the use of HOME funds and matching contributions.

L. "Recaptured Funds" means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME funds for FY 2018-2019 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: CHDO, Homeownership - New Construction and/or Housing Rehab, and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a CHDO, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on October 1, 2018 and terminate on September 30, 2019, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes first.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $446,472.26 ($71,828.23 current year's allocation, $64,366.11 carry forward funds, and $310,277.92 in program income). The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The

schedule for committing and expending funds under this Agreement are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except CHDO funds which have five (5) years to be expended. The City will encumber the funds, within two (2) years, no later than September 30, 2020. Unless otherwise authorized by the Consortium, funds which remain un-encumbered will be subject to Section XIV.

SECTION VI. PROGRAM INCOME: All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City of Cocoa.

If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Agreement, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY (AMP): The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the COUNTY'S AMP attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the County.

- No employee, officer, agent of the City, or its subrecipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict of Interest, either real or apparent, would be involved;
- The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements; and

- Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. OMB Circular A-87– which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME funds under this Agreement until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Agreement shall be accounted for by the City. Program Income received by the City from HOME eligible activities shall be deducted from HOME draw request (Exhibit F and G) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME draw request (Exhibit F and G). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 12, 2019.

SECTION XIII. REIMBURSEMENT: This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Agreement. Reimbursement will be contingent thereupon.

A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the County.

B. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Agreement.

C. The City shall submit to the County during the performance hereof the following:

1. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;

2. This information shall be submitted in a format which meets the County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Forms* attached as Exhibit F and Exhibit G.

D. Upon receipt of the above enumerated acceptable documentation, County will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Agreement, the HOME Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

E. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

F. Pursuant to Section 218.74 *Florida Statutes*, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the *Housing and Human Services Department* accepting the goods and/or services provided in accordance with the terms and conditions of this Agreement.

G. If a payment request is disputed, the City shall provide adequate documentation within ten (10) working days from receipt of a request which details the disputed charges.

H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 12, 2019. Payment requests submitted later than October 12, 2019 shall be credited to the following fiscal year.

The City shall take financial responsibility for any and all funds expended by the City on ineligible *HOME* activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME activities.

SECTION XIV. RECAPTURE: In the event of noncompliance of this Agreement, recapture of all or part of the allocation may be administered by the County to be utilized by any other member of the Consortium on an eligible activity. The City understands that HOME CHDO funds will be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. **Project Set-Up Report**: The City shall initiate each proposed HOME activity by completing a Set-Up Report as required by HUD. The Set-Up Report will be retained by the City and a copy submitted to the County with the initial reimbursement request.

B. **Reimbursement/Expenditure Report**: The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Agreement.

C. **Quarterly Progress Report**: The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2019.

D. **Project Completion Report**: At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the City and a copy may be submitted to the County with the final reimbursement request.

E. **Substantial Amendments**: The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City will complete all applicable advertisement(s) and hearing(s). The City will forward the substantial amendment documentation to the County for submission to HUD.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Agreement any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City will adhere to their existing monitoring policy. Any updates should be provided to the County. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Agreement without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION): In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Agreement.

- The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

    1. Improper use of HOME funds;
    2. Failure to commit or expend HOME funds according to this Agreement (without written consent);
    3. Failure to comply with the work, Program or terms of this Agreement; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
    4. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports; and
    5. Intentional submittal of incorrect or incomplete reports in any material respect.

- The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

If payments are withheld the Lead Entity shall specify, in writing, the actions that must be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: the City, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: the City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HOME funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Agreement may be amended through completion of an Amendment to Disbursement Agreement form.

The City shall be required to handle any amendment/adjustment according to their City policies, but will acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this agreement shall be sent by U.S. mail as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
65 Stone Street
Cocoa, Florida 32922

IN WITNESS WHEREOF, the party has set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
Frank Abbate, County Manager
(As approved by the Board on ____, 2018)

Reviewed for legal form and content:

_____
Assistant County Attorney

ATTEST:

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor
(As approved by the Council on _____ , 2018)

CITY OF COCOA

EXHIBIT A
AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME buyer projects containing five (5) or more HOME assisted units must comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.

2. Owner's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.

4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.

5. The participating entity MUST provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment must include:

   a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);

   b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and

   c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.

6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B
BUDGET FY 2018-2019

ACTIVITY	FUNDED AMOUNT
CHDO	**$ 11,185.37**
Program Administration	**$ 16,029.66**
Owner Occupied Rehabilitation	
Homeownership	**108,979.31**
Total allocation +Carryforward	**$136,194.34**
Program Income	**$310,277.92**
Total HOME Funded Projects	**$446,472.26**

This Budget includes the City of Cocoa's FY 18/19 HOME allocation of $71,828.23, carry forward funds in the amount of $64,366.11, and Program income in the amount of $310,277.92 for a total of $446,472.26.

INTENTIONALLY LEFT BLANK

EXHIBIT C
ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$ 16,029.66	$2,519.75	$2,519.75	$2,519.75	$2,519.75	$5,950.66
Purchase Assistance	$419,257.23		$419,000			$257.23
Owner Occupied Rehab/Replac.						
CHDO Set- Aside	$ 11,185.37					$11,185.37
Fair Housing						
Acquisition (Sell or Rent)						
Unencumbered funds						

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D
EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$16,029.66	$2,519.5	$2,519.5	$2,519.5	$2,519.5	$5,950.66
Purchase Assistance	$419,257.23			$42,600.00	$85,000.00	$291,657.23
CHDO Set- Aside	$ 11,185.37					$11,185.37

Note: The expenditure schedule is not based on total funding, but the estimated amount of funds to be expended this fiscal year.

EXHIBIT E
QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____
Date Submitted: _____

A. Project Information

Agency: City of Cocoa
Person Preparing the Report: _____

B. Project Cost

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. Program Income

Program Income/Recapture: _____
Source of Program Income/Recapture: _____

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):

_____
_____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME Program Reimbursement Request

City of Cocoa

Date: _____

Request #: _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Administrative Expenses:

YEAR	ACTIVITY	ACTIVITY DESCRIPTION	TOTAL AMOUNT EXPENDED	REIMBURSEMENT DUE FROM THE COUNTY
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please provide a copy of the signed contract for each new subrecipient agreement.

_____

Signature/Date

EXHIBIT G
HOME Draw Request

City of Cocoa

Date: _____

Request #: _____

HUD Activity Year	HUD Activity Number	Activity Description	Activity Address	Revised Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Final Draw Y/N	IDIS Adjustment Requirement	Program Income Used	Comments

RESOLUTION NO. 2018-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of December, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-031

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 104 | DATE PREPARED: 11/29/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 95,355)	104-0000-389.99-10		Cash Carryforward	$ 470,000	$ 470,000	$ 374,645	$ 374,645
$ 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
($ 95,355)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 95,355)	104-3240-554.83-00		Other Grants & Aids	$ 531,749	$ 531,749	$ 436,394	$ 436,394
$ 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
($ 95,355)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD). This budget amendment is reducing the HOME Grant Carryforward amount to match HOME Disbursement Agreement. Agenda 18-548

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/18 *RESOLUTION #:* 2018-119

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

11/29/18 Nancy Bunt Digitally signed by Nancy Bunt Date: 2018.12.04 14:03:09 -05'00'	12/5/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.12.05 15:01:42 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/5/18 Nancy Bunt Digitally signed by Nancy Bunt Date: 2018.12.05 12:24:11 -05'00'	12/5/18 Lora Howell Digitally signed by Lora Howell Date: 2018.12.05 15:16:59 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/19/18 - IT

Legislation Details (With Text)

File #:	18-571	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/6/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	To Approve an exemption to the Competitive Bidding Process in the best interest of the City for the Purpose of Making a Purchase through E.H. Wachs for Twin Turner Valve Maintenance Trailer and Associated Equipment				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proprietary Sole Source List Current as of 8-2-18.pdf Quote DW107968.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2018
Agenda Date: December 12, 2020
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve an exemption to the Competitive Bidding Process in the best interest of the City for the Purpose of Making a Purchase through E.H. Wachs for Twin Turner Valve Maintenance Trailer and Associated Equipment

BACKGROUND:

The Water Field Operations Division (WFO) utilizes three E.H. Wachs trailer-mounted valve operating devices (purchased FY06, FY12, and FY14) to operate and routinely exercise the 23,000+ gate valves installed within the water infrastructure owned and operated by the City of Cocoa.

There are three full-time Valve Operators that are committed to closely following the American Water Works Association recommendation of exercising each gate valve in the Cocoa water system every five years, and each valve trailer operates on a daily basis. Due to the varying age, size, and functionality of each valve, this equipment is necessary as it possesses the ability to customize individual torque requirements depending on the needs of each valve. Deploying this type of equipment provides the Valve Operator with a wide range of capability and versatility, and provides the necessary torque required to safely and efficiently operate each valve. Additionally, valve operating equipment stores and reports critical valve “health” data through the InfraMap GIS software currently utilized by WFO. The information obtained through the effective use of this equipment plays a critical role in determining which valve(s) need to be repaired and/or replaced.

powered by Legistar™

Currently, the maintenance staff at the treatment plant do not possess the necessary equipment to efficiently and effectively perform proactive and reactive valve maintenance. Based on this operational need, the Utilities staff is proposing that the trailer-mounted valve maintenance unit purchased in FY06 (PO#43949/Ser.#06-160/Asset#2781) be transferred to the Dyal table of equipment. This unit will also be available for Field Operations staff during support operations at the plant, or a WFO valve trailer is down for maintenance and/or repair.

It is in the best interest of the City to utilize consistent equipment for interchangeability of parts and interoperability with existing equipment. Due to the prior extensive operational and repair knowledge of this equipment, and the fact that it is the only valve trailer manufacturer that seamlessly integrates with the InfraMap GIS software system currently utilized by both Field Operations divisions, staff recommends the purchase of an additional trailer-mounted valve operator manufactured by E.H. Wachs (E.H. Wachs item number 77-000-26/Grand LX-Gas Valve Maintenance Trailer).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$76,815
Account Number	421-4025-536.64-00
Account Name	Machinery & Equipment
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On February 28, 2006, City Council approved Resolution No. 2006-38 waiving the competitive bidding process by reason of sole source for the purchase of a valve operator from the Wachs Companies, Wheeling, Illinois, and to approve Resolution No. 2006-39 amending the FY06 budget.

On December 13, 2011, City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase of a trailer-mounted valve operator from E.H. Wachs Water Utility Products.

On November 12, 2013, City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase of a trailer-mounted valve operator from E.H. Wachs Water Utility Products.

RECOMMENDED MOTION:

To Approve an exemption to the Competitive Bidding Process in the best interest of the City for the Purpose of Making a Purchase through E.H. Wachs for Twin Turner Valve Maintenance Trailer and Associated Equipment

Proprietary Sole Source Vendors

Vendors are exempt from competitive bid or quote.

Sub-commodity Code 017

Note: For all Proprietary Sole Source Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AT&T Mobility Wireless	9634	Cellular Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Brighthouse Networks (Spectrum/Charter)	3335	Fiber Optic & Cable Internet
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Career Source Brevard (CSB)	10018	The Foundations Training paid internship experience
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
Dude Solutions, Inc.	10225	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
ERA-A Waters Company	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Services, Inc.	9901	Employee HID Cards
Faster Asset Solutions	7814	Service provider for "faster" Fleet Management System
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Florida High Speed Internet (FLHSI)	10134	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services, Inc	7149	LT-27 Polymer
Gerber Pumps Intl.	1449	DISCFLO pumps
Guardian Equipment, Inc.	4663	TKM Metering Pump
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc.	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer

Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Medora Corporation	10195	Sales, Service, Warranty, and Parts for Solar Bee Pond Aerators
Municipal Code Corporation (Municode)	1766	City of Cocoa Code Book Suppliments
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities/ Water Quality	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
Samsara Networks Inc.	10256	Vehicle Gateways, Dash Cameras, and EM21 Sensors
SCI Distribution LLC	2437	Parts & service for automated fueling system
Service Express, Inc.	10191	Hardware maintenance on network infrastructure and server equipment
Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
Sprint	8004	Cellular Service
St. John's River	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
Sunstate Meter & Supply, Inc.	78	Sales, service, parts and warranty of Neptune water meter products and AMR/AMI systems
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc. PA	1240	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 8-6-18

Finance Director — Date: 8/8/18

City Manager — Date: 8/15/18

Current As Of August 1, 2018

E.H. WACHS®
A Division of ITW
Superior Equipment. Complete Support.™

Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

Quotation

TO: **Chris Collier**
Water Field Operations Manager
City of Cocoa
155 N. Wilson Ave.
Central Warehouse
Cocoa, FL 32922

Date:	2/1/2018
Quotation Number:	DW107968
Payment Terms:	Net 30
Shipping Terms:	FOB Destination
Valid Through:	12/31/2018
Estimated Delivery:	See Below

E.H. Wachs is pleased to offer the following quotation.

	Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1	77-000-26	Grand LX (Gas) - VMT (RH): Twin turner valve maintenance trailer; includes Wachs 1,500 Ft/lb (2,040 Nm) TM-7, Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering modules (installed in ERV-750 & TM-7) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included. Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.	1	EA	74,995.00	74,995.00
2	79-110-13	HC-100 Extended Protection Plan (3 YR): The ultimate in "worry-free" maintenance and product protection. Includes expedited services, accidental damage and loaner coverages. Consult the Complete Care brochure for details. Only available at time of initial purchase.	1	EA	1,425.00	1,425.00
3	08-000-26	HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet.	1	EA	395.00	395.00

Total (USD) **$76,815.00**

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Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

Quotation

TO: **Chris Collier**

Date: 2/1/2018
Quotation Number: DW107968

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Donna Walstrom
Sales / Marketing Coordinator
815-943-4785 X2778
dwalstrom@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

Legislation Details (With Text)

File #:	18-578	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/6/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two (2) New Replacement Chillers from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Trane Quote 1692485 Trane COI Budget Resolution - Chillers FY 2019 BAF 19-026 -Dyal-Chillers (12-12-18)~ Agenda 18-578 - FY19.pdf Resolution - Sole Source.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2018
Agenda Date: December 12, 2018
Prepared By: Shawn Weston, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two (2) New Replacement Chillers from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

The Dyal Water Treatment Plant needs to replace two (2) Trane Air Cooled Chillers. The current chillers are original to the Surface Water Plant and were installed in February 1998. This is a direct replacement of pieces of equipment that have outlived their useful life.

The chillers are required for the production of ozone which is a required disinfectant for the production and treatment of Surface Water. The purchase of these valuable pieces of equipment will reduce energy costs, will reduce operating costs due to the equipment being fully warrantied, and will be more efficient equipment.

The Dyal Water Treatment Plant has standardized its HVAC systems at the plant to Trane for

consistency in maintenance, repair parts and repairs and inter-operability with the existing equipment. Therefore, it is in the best interest of the City to waive the competitive bidding process and purchase Trane chiller plants

At this time staff is requesting City Council approval to purchase two (2) new replacement Trane chillers by waiving the competitive bidding process, and to authorize a budgeted expenditure for this equipment not to exceed $229,496.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes in a different project number
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment Form #19-026

Amount Requested	($229,496)
Account Number	421-4020-536.63-00, WS18DW
Account Name	Infrastructure

Amount Requested	$229,496
Account Number	421-4020-536.63-00, WS19CH
Account Name	Infrastructure
Source of Funds	Operating Revenue

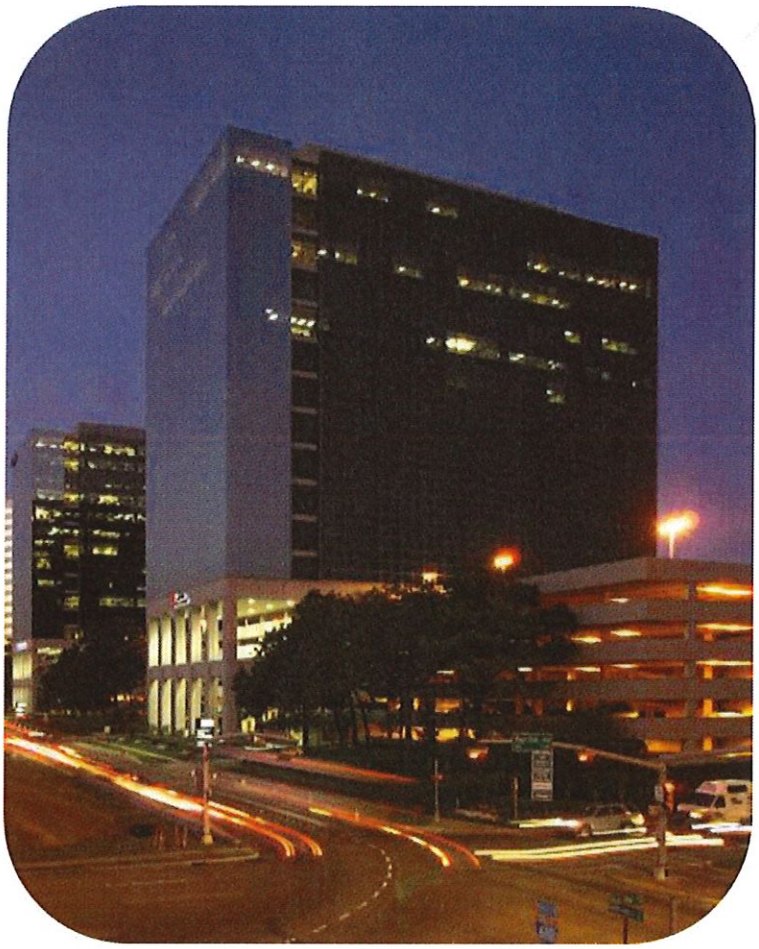
PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for Purchase of Two (2) New Replacement Chillers from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget.

Trane Turnkey Proposal



Turnkey Proposal For:
Tim Dyar
Chief of Maintenance
Claude H. Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Job Name:
Dyal Water Treatment Plant
Chiller Replacements

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Cell: (321) 228-8865
Office: (407) 660-1111

Proposal ID:
1692485

Date:
November 6, 2018

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources and provide newer, more energy efficient equipment.

We appreciate the effort from your personnel to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a reliable, efficient system for the Ozone processing equipment within the building. Some key features and benefits the Dyal Water Treatment Plant should expect from this project are highlighted below.

- Reduced energy costs
- Reduced operating costs due to fully warranted equipment
- Newer, more efficient equipment

We look forward to partnering with the Dyal Water Treatment Plant for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Tim Dyar
Chief of Maintenance
Dyal Water Treatment Plant

Date:
November 6, 2018

Job Name:
Dyal Water Treatment Plant Chiller Replacements

Proposal Number:
1692495

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
CMC1249843

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Dyal Water Treatment personnel and the site survey performed in February 2018.

Turnkey Installation of HVAC Equipment

- Install two (2) new 100-ton Trane CGAM air-cooled chillers in place of exiting machines. **New chillers will be provided with five (5) year Parts, Labor and Refrigerant warranties.**
- Provide Trane Turnkey onsite project management to oversee all facets of the installation.
- Provide Trane factory start-up and commissioning of new chillers.

Mechanical Installation

- Provide labor and materials to disconnect the existing CHWS&R piping from the existing air-cooled chillers.
- Provide labor and materials to remove existing chillers and set new units.
- Provide all necessary crane and rigging to remove and set chillers.
- Provide labor and materials to anchor new chillers to the existing concrete pad.
- Provide labor and materials to install new chilled water buffer tank. New tank based on 210-gallon pre-insulated tank. Existing chilled water pumps to be maintained for reuse.
- Provide labor and materials to pour new housekeeping pad for new buffer tank.
- Provide labor and materials to fill & vent piping.
- Provide labor and materials to pressure test new piping.
- Provide labor and materials to insulate new piping connections. New insulation to match existing size and finishes.
- Provide mechanical permit.
- Provide clean up and materials and debris removal from site.

Electrical Installation

- Provide labor and materials to disconnect the existing power from the existing chillers.
- Provide labor to reconnect existing electrical service to new chillers.
- Provide labor and materials to disconnect and reconnect existing controls to the new chillers.

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Turnkey systems services not included

- Engineered documents or calculations of any type. New chiller capacities to match existing chillers.
- Interconnect to fire alarm systems.
- Testing, adjusting and balancing. Existing pumps to maintain existing flow rates.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Miscellaneous mechanical services not included (unless otherwise noted)

- No new main power or new breakers or fused disconnects are included.
- No patching or patching of any kind.
- No structural steel work is included.
- No repair or replacement or recalibration of the existing controls or BTU meters are included.
- Any and all work not specified is not included, and is to be considered extra.

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Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance
Dyal Water Treatment Plant

Job Name:
Dyal Water Treatment Plant Chiller Replacements

Investment

Total Investment to replace two (2) Trane air-cooled chillers.....$229,496

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings
- Liquidated or consequential damages

Respectfully submitted,

Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.
(321) 228-8865

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Submitted By: **Jason Aki**	Cell: (321) 228-8865 Office: (407) 660-1111 Proposal Date: November 6, 2018
CUSTOMER ACCEPTANCE **Dyal Water Treatment Plant**	**TRANE ACCEPTANCE** **Trane U.S. Inc.**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CMC1249843

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TRANE
Building Services

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

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fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2018

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

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

PRODUCER
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Sadé Henry
PHONE (A/C, No, Ext): (212) 345-8387 FAX (A/C, No): (212) 948-1293
E-MAIL ADDRESS: sade.henry@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674

INSURED
Trane U.S. Inc.
2301 Lucien Way
Suite 430
Maitland, FL 32751
United States

COVERAGES **CERTIFICATE NUMBER:** 490082 **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			GL 4611590	4/17/2018	4/17/2019	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X Contractual Liability						MED EXP (Any one person)	$10,000.00
	X Time Element Pollution Liability						PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA7742202 (AOS)	4/17/2018	4/17/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000.00
	X ANY AUTO			CA7742201 (MA)	4/17/2018	4/17/2019	BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS			CA7742200 (VA)	4/17/2018	4/17/2019	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TC2HUB-7434L10A-18 (AOS)	4/17/2018	4/17/2019	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		TC2HUB-7434L448-18 (MN)	4/17/2018	4/17/2019	E.L. EACH ACCIDENT	$3,000,000.00
C	(Mandatory in NH)			TRJUB-7434L424-18 (AZ, MA, OR, WI)	4/17/2018	4/17/2019	E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
C	If yes, describe under DESCRIPTION OF OPERATIONS below			TWXJUB-7434L45A-18 (OH Excess)	4/17/2018	4/17/2019	E.L. DISEASE - POLICY LIMIT	$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER
City of Cocoa
375 North Cocoa Blvd,
Cocoa, FL 32922
United States

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
Marsh USA, Inc.
BY: Kevin G. Tietjen

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Requested By:Janette Rivera-Cartagena

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

City of Cocoa is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Other Requirements: ANY DESIGNATED PERSON OR ORGANIZATION, DESIGNATED BY YOU IN WRITING TO US, BUT ONLY WITH RESPECT TO LIABILITY TO THE EXTENT CAUSED BY YOU AND ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU AND PROVIDED THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" OCCURS SUBSEQUENT TO YOUR WRITTEN REQUEST TO DESIGNATE SUCH PERSON OR ORGANIZATION AS ADDITIONAL INSURED.

Job Description: Various Projects

For questions regarding this certificate of insurance contact: Janette Rivera-Cartagena Email: jrivera@trane.com
Phone: 407-551-1196

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RESOLUTION NO. 2018-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of December, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 26

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 11/09/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 229,496)	421-4020-536.63-00	WS18DW	Capital Infrastructure	$ 2,106,413	$ 2,064,051	$ 1,834,555	$ 522,457
$ 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
($ 229,496)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 229,496	421-4020-536.63-00	WS19CH	Capital Infrastructure	$ 2,106,413	$ 1,834,555	$ 2,064,051	$ 751,953
$ 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
$ 229,496	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal Water Treatment Plant needs to replace the (2) 100 ton HVAC Chillers required to run the ozone generators on the surface water plant. The dollars are budgeted in capital infrastructure in project WS18DW which is for Electrical and Instrumentation improvements. The chillers have outlived their useful life (February1998 install), and staff request the transfer of funds to this capital project. Agenda 18-578

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/18 *RESOLUTION #:* 2018-578

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

11/9/18 David Fisher Digitally signed by David Fisher Date: 2018.11.13 10:11:14 -05'00'	11/27/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.11.27 13:53:50 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/13/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2018.11.13 15:28:56 -05'00'	12/3/18 Lora Howell Digitally signed by Lora Howell Date: 2018.12.03 08:05:26 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 10/3/18 - IT

RESOLUTION NO. 2018-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 12th day of December, 2018.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2018-118

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing two new replacement chillers from Trane U.S. Inc., Maitland, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

Legislation Details (With Text)

File #:	18-609	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/21/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the purchase of 25 new MSA Self-Contained Breathing Apparatuses and related equipment for $159,955.70 that is in the Fiscal Year 2019 Capital Improvement Plan, through the use of Lake County's Contract. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SCBA Quote.pdf 17-0606L Mod 1 - signed.pdf 17-0606L mod 2(1).pdf Lake County original 17-0606L.contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2018
Agenda Date: December 12, 2018
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approve the purchase of 25 new MSA Self-Contained Breathing Apparatuses and related equipment for $159,955.70 that is in the Fiscal Year 2019 Capital Improvement Plan, through the use of Lake County's Contract.

BACKGROUND:

The Fire Department's Self-Contained Breathing Apparatuses (SCBA) are 10 years old and there have been three National Fire Protection Association Standard changes for SCBAs since that time. The City is able to purchase 25 new SCBAs and related equipment using the Lake County, Florida contract No. 12-08060 as extended till June 30, 2019 with modification No. 2 Contract No. 17-0606L on July 1, 2018 that significantly reduces the cost of purchasing the 25 SCBA units along with related equipment as identified in the purchasing agreement. The purchase of the new SCBAs are budgeted as part of the Fire Department's Fiscal Year 2019 Capital Improvement Plan

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

Budgeted Yes

CIP CP-FD-17-BA

Amount Requested	$ 150,925.70
Account Number	001-2201-522.64-00
Account Name	Fire Control - Machinery and Equipment

Amount Requested	$ 9,030.00
Account Number	001-2201-522.52-00
Account Name	Fire Control - Operating Supplies

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approve the purchase of 25 new MSA Self-Contained Breathing Apparatuses and related equipment for $159,955.70 that is in the Fiscal Year 2019 Capital Improvement Plan, through the use of Lake County's Contract.

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q180101
Sales Quote Date: 11/26/2018

Customer ID COCOA
SalesPerson MONTE SIMS
Email : msims7@verizon.net
Ten-8 Contact
Email : msims7@verizon.net

Sell To :
CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Ship To :
COCOA FIRE RESCUE DEPARTMENT
1740 DIXON BLVD
COCOA, FL 32922

Payment Terms : NET 30 DAYS

Ship Via :

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	ATO#AG1FS442MA2COLAR, MSA-G1-SCBA LESS CYLINDER AND FACEPIECE AND INCLUDING 4500 SYSTEM PRESSURE, QUICK CONNECT CYLINDER CONNECTION, CHEST STRAP, METAL CYL. RETENTION BAND, ADJUSTABLE SWIVELING LUMBAR PAD, SOLID SECOND STAGE COVER (NO PURGE), CONTINUOS INTERMEDIATE HOSE, INTEGRATED VOICE AMP, INTEGRATED HEADS UP DISPLAY. RFID, BLUE TOOTH ENABLED AND RECHARGEABLE BATTERY. (NOTE THE ABOVE UNIT HAS A 15 YEAR WARRANTY INCLUDING THE RECHARGEABLE BATTERY) LIST PRICE FOR THE ABOVE $7,000.00 **********	EACH	25	4,112.50	102,812.50
	INTEGRATED THERMAL IMAGING CAMERA INSTALLED ON SEVEN (7) OF THE ABOVE UNITS LIST PRICE FOR THE ABOVE $1760.00 **********	EACH	7	800.00	5,600.00
	ENTENDAIRE II (BUDDY BREATHER) INSTALLED ON THE 25 UNITS ABOVE LIST PRICE FOR THE ABOVE $695.00 **********	EACH	25	408.31	10,207.75
MSA-10175707	4500 PSI 30 MINUTE CYLINDER WITH QUCK CONNECT LIST PRICE FOR THE ABOVE $1178.00	EACH	40	663.18	26,527.20

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q180101
Sales Quote Date: 11/26/2018

Customer ID COCOA
SalesPerson MONTE SIMS
Email : msims7@verizon.net
Ten-8 Contact
Email : msims7@verizon.net

Sell To :
CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Ship To :
COCOA FIRE RESCUE DEPARTMENT
1740 DIXON BLVD
COCOA, FL 32922

Payment Terms : NET 30 DAYS

Ship Via :

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	**********				
MSA-10161810	MSA-G1-FACEPIECE (SIZES TO BE DETERMINED) LIST PRICE FOR THE ABOVE $430.00	EACH	52	231.13	12,018.76
	**********				
MSA-10158385	PN#10158385, 6-BANK CHARGING STATION DESKTOP 115V LIST PRICE FOR THE ABOVE $652.39	EACH	3	383.29	1,149.87
	**********				
MSA-10148741-SP	PN#10148741-SP, SPARE RECHARGEABLE BATTERIES THIS WOULD GIVE YOU A TOTAL 28, INCLUDING THE BATTERIES WITH THE SCBA AND ONE SPARE FOR EACH STATION LIST PRICE FOR THE ABOVE $358.61	EACH	3	210.69	632.07
	**********				
	THE BELOW IS WHAT IS REQUIRED FOR YOU FILL WHIP IN ORDER TO FILL CYLINDERS WITH QUICK CONNECT				
MSA-10162403	Adapter Assy, QC to 1/4 NPT F, 5000 psig	EACH	3	310.85	932.55
SCB-SCV-10457	1/4"MNPT X CGA347,BR	EACH	3	25.00	75.00
	LIST PRICE FOR THE ITEMS ABOVE $482.01				
	**********				
	FACEPIECE FIT TESTING FOR THREE SHIFTS NO-CHARGE				
	**********				
LAKE	TRAINING FOR THREE SHIFTS NO-CHARGE PRICED PER LAKE CO. CONTRACT	EACH			

This Quote is valid until 12/26/18

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

IN SERVICE TO SERVE YOU

TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q180101
Sales Quote Date: 11/26/2018

Customer ID COCOA
SalesPerson MONTE SIMS
Email : msims7@verizon.net
Ten-8 Contact
Email : msims7@verizon.net

Sell To :
CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Ship To :
COCOA FIRE RESCUE DEPARTMENT
1740 DIXON BLVD
COCOA, FL 32922

Payment Terms : NET 30 DAYS

Ship Via :

Item No.	Description	Unit	Quantity	Unit Price	Total Price
LAKE2	#17-0606L EXPIRES 06/30/2019	EACH			

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 159,955.70

Subtotal:	**159955.70**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**159,955.70**

This Quote is valid until 12/26/18

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: November 14, 2017	2. Contract No.: 17-0606L Effective Date: July 1, 2017
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Ten-8 Fire Equipment Inc. 2904 59th Avenue Drive East Bradenton, FL 34203 Attn: Bruce Scott
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to add the following manufacturers to the contract at the discounts provided in the quotes.

8. Contractor's Signature **REQUIRED** Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 11/14/17	9. Lake County, Florida By: _____ Senior Contracting Officer 11-14-2017 Date

10. Distribution:

Original – Bid/Contract File
Copy – Vendor, Department

Additional Manufacturers/Product Lines

Manufacturer: PGI

Discount from current price list 15.0 % freight not included

Price List No._____ Date of Price List_____

Warranty _____

1. Stocking Distributor? Yes____ No x

Lead time: 4-6 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

Manufacturer: Angus Foam

Discount from current price list 12.0 %

Price List No._____ Date of Price List_____

Warranty _____

Stocking Distributor? Yes____ No x

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

Additional Manufacturers/Product Lines

Manufacturer: National Foam

Discount from current price list 12.0 %

Price List No._____ Date of Price List_____

Warranty _____

1. Stocking Distributor? Yes____ No x

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

Manufacturer: Chemguard Foam

Discount from current price list 12.0 %

Price List No._____ Date of Price List_____

Warranty _____

Stocking Distributor? Yes____ No x

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

Additional Manufacturers/Product Lines

Manufacturer: Ansul Foam

Discount from current price list 12.0 %

Price List No._____ Date of Price List_____

Warranty _____

1. Stocking Distributor? Yes____ No x

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

Manufacturer: ESS

Discount from current price list 25.0 Products % 10.0% Parts

Price List No._____ Date of Price List_____

Warranty _____

Stocking Distributor? Yes____ No x

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Bruce Scott 941-757-2928

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2018	2. Contract No.: 17-0606L Effective Date: June 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Ten-8 Fire Equipment, Inc. 2904 59th Avenue Drive East Bradenton, Florida 34203 Attn: Bruce Scott
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring June 30, 2019. Additional vendors added to the contract effective March 16, 2018

8. Contractor's Signature **REQUIRED** Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 4/30/18	9. Lake County, Florida By: _____ Contracting Officer II 5/1/18 Date

10. Distribution:

Original - Bid No. 17-0606L
Copies - Contractor
Contracting Officer

Additional Manufacturers/Product Lines

Manufacturer: Ferno

Discount from current price list 0 %

Price List No. n/a Date of Price List _____

Warranty _____

1. Stocking Distributor? Yes____ No x

Lead time: 4-6 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Kayleb Bowes 561-323-0278

Manufacturer: Hygenall

Discount from current price list 0 %

Price List No. n/a Date of Price List _____

Warranty _____

Stocking Distributor? Yes x No____

Lead time: 2-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Keith Cowell 760-845-0411

Additional Manufacturers/Product Lines

Manufacturer: Solutions Safety Products

Discount from current price list 0 %

Price List No. n/a Date of Price List _____

Warranty _____

1. Stocking Distributor? Yes X No ____

Lead time: 1-3 weeks

Hourly rate for repair and service $ n/a (per hour)

Minimum order (if any) $ n/a

Handling fee if less than minimum order $ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Emily Stubb 888-270-4237

Manufacturer:

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ____ No ____

Lead time: _____

Hourly rate for repair and service $ _____ (per hour)

Minimum order (if any) $ _____

Handling fee if less than minimum order $ _____

Name/Telephone/Cell/Beeper of Emergency Contact

_____

LAKE COUNTY
FLORIDA

CONTRACT NO. 17-0606L

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Ten-8 Fire Equipment (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

ITB Number:	17-0606	**Contracting Officer:**	D. Villinis
Bid Due Date:	December 13, 2016	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	October 24, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: TEN-8 FIRE EQUIPMENT, INC. **Phone Number:** 800-228-8368

E-mail Address: INFO@TEN8FIRE.COM **Contact Person:** BRUCE SCOTT

LAKE COUNTY
FLORIDA

ITB # 17-0606
FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

DECEMBER 13, 2016
3:00 PM

Submitted by:

Bruce Scott - Inside Sales Representative 800-228-8368
Monte Sims - Outside Sales Representative 800-228-8368

TEN-8
IN SERVICE TO SERVE YOU

TEN-8
IN SERVICE TO SERVE YOU

December 13, 2016

Donna Villinis, Senior Contracting Officer
Lake County BSS, Office of Procurement
315 W. Main Street, Room 441
Tavares, FL 32778-7800

Dear Mrs. Villinis,

Thank you for allowing Ten-8 Fire Equipment, Inc. the opportunity to submit a proposal for this ITB. Ten-8 is a premier distributor of fire apparatus, ambulances, and fire equipment serving our customer in Florida and Georgia. Ten-8 employs well over 100 professionals in sales and service to the fire industry. In 2015, we celebrated our 30 year anniversary.

Ten-8 has a reputation and commitment to integrity. Ten-8 was started by Don Bouwer, a retired Fire Chief over 30 years ago. His commitment to taking care of the customer has served us well. Our tag line is "In Service to Serve You".

While we are not taking exception to the re-procurement costs in the bid, they are not clearly defined and they should be discussed and negotiated together to find a resolution.

We look forward to continuing our partnership with Lake County, Florida.

Sincerely,

Cindy Morgan

Cindy Morgan
VP of Equipment and Rescue Sales
Ten-8 Fire Equipment, Inc.
321-438-9185
cmorgan@ten8fire.com

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000

Property Damage	$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY.** The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL. 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are NET 30 DAYS otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in BLUE ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contact vendors, or to acquire the items through a separate solicitation if it determines

the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SCOPE OF SERVICES

General Requirements

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800 755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions in Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: 11-22-2016

Addendum #2, Dated: 11-30-2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION – GENERAL INFORMATION

(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

1. Warehouse location:

   Address: 2904 59TH AVENUE DRIVE EAST

   City/State/Zip: BRADENTON, FL 34203

   Telephone/Fax: (800) 228-8368 FAX- (941) 756-2598

2. Shop location:

   Address: 2904 59TH AVENUE DRIVE EAST

   City/State/Zip: BRADENTON, FL 34203

   Telephone/Fax: (800) 228-8368 FAX (941) 756-2598

3. Website address for price lists/catalogs: WWW.TENSFIRE.COM

4. Standard Warranty: MANUFACTURERS PRODUCT WARRANTIES WILL APPLY

5. Lead time: VARIES BY MANUFACTURER

6. Minimum order (if any): $25.00

7. Handling fee if less than minimum (if applicable): ____

8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?

   Yes _____ No X Charge for delivery/pickup: N/A

9. Does your firm have towing capabilities? Yes ____ No X

   Towing charges: _____

10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes X No_____

11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:

    Name: TROY MCDONIE

    Telephone: (800) 228-8368 Cell: 941-544-2507

12. Exceptions to specifications:

    Yes*_____ No X

    *** If yes, insert a separate sheet immediately following this page detailing exceptions.**

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☑ Yes ☐ No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No If "yes" is checked, provide supporting detail:

_____

_____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

_____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: TEN-8 FIRE EQUIPMENT, INC.

Street Address: 2904 59TH AVENUE DRIVE EAST BRADENTON FL 34203

Mailing Address (if different): _____

Telephone No.: (800) 228-8368 Fax No.: (941) 756-2598 E-mail: INFO@TEN8FIRE.COM

FEIN No. 59 - 2812764 Prompt Payment Terms: _____ % _____ days, net _____

Signature: Bruce Scott Date: 12-07-2016

Print Name: Bruce Scott Title: Sales Representative

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: _____ Date: 3-21-2017

Printed name: DONNA VILLINES Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form
Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	CORAL SPRINGS FIRE DEPT.
Address	9551 WEST SAMPLE ROAD
City,State,ZIP	CORAL SPRINGS, FL 33065
Contact Person	CHIEF FRANK BABINEC
Telephone	954-344-5935
Date(s) of Service	11-2006
Type of Service	FIRE HOSE
Comments:	ONGOING FIRE EQUIPMENT PURCHASES

Agency	MARTIN COUNTY FIRE RESCUE
Address	951 S.E. RUHNKE STREET
City,State,ZIP	STUART, FL 34994
Contact Person	MATT RESCH
Telephone	772-221-2350
Date(s) of Service	11-17-16
Type of Service	PURCHASE CAIRNS HELMETS
Comments:	ON GOING FIRE EQUIPMENT PURCHASES

Agency	WINTER PARK FIRE RESCUE
Address	343 WEST CANTON AVENUE
City,State,ZIP	WINTER PARK , FL 32789
Contact Person	JIM WALSH
Telephone	407-599-3303
Date(s) of Service	10-25-16
Type of Service	MSA SCBA'S
Comments:	ON GOING FIRE EQUIPMENT PURCHASES

TEN-8

IN SERVICE TO SERVE YOU

	Discount Off List	Hourly Rate	Stocking Distributor?	Freight Included?	WEBSITE
3 M Company	N/A				
Able Sho Me	N/A				
Action	35%		No	Yes	http://actioncoupling.com/
AH Stock	10%		No	Yes	http://www.ahstockmfg.com/
Aim	N/A				
Ajax	10%		No	YES	http://www.ajaxrescuetools.com/
Akron Brass	38%		Yes	YES	http://www.akronbrass.com/
Akron Brass Parts	10%		Yes	YES	http://www.akronbrass.com/
All American Fire Hose	N/A				
Allen Systems	N/A				
Alocolite	15%		No	NO	http://www.fireladder.com/
Amerex	35%		Yes	YES	http://amerex-fire.com/
American Firewear by Honeywell	N/A				
American LaFrance	N/A				
Angus	40%		No	No	http://www.angusfire.com/
Ansul Foams	N/A				
Applecroft	N/A				
B & B Enterprises	N/A				
Bio Systems	N/A				
Blackington Badges	N/A				
Bouton Co./Visonaid	N/A				
Bullard (WILDLAND ONLY)	30%		Yes	Yes	https://www.bullard.com/
California Mountain	10%		No	Yes	http://www.cmcrescue.com/
Carns & Brother	25%		Yes	Yes	http://us.msasafety.com/
Cast Products	10%		No	Yes	http://www.getcpi.com/
Charkate	N/A				
Chubb (Foam)	N/A				

Churchville	N/A				
Circul Air	N/A				
Code 3	25%		No	Yes	http://www.code3pse.com/
Collin Axes	N/A				
Collins Dynamics (Rom Corp)	N/A				
Council Tools	5%		No	No	http://counciltool.com/
Cutter's Edge	10%		Yes	Yes	http://www.cuttersedge.com/
CW Neilsen	N/A				
Darley & Co.	5%		No	Yes	http://www.darley.com/
David Clark	10%		No	Yes	http://www.davidclarkcompany.com/
DB Smith Indian Tanks	N/A				
Dicke Tool	N/A				
Draeger Engineered Solutions	N/A				
Drexel	N/A				
Duo Safety	10%		No	No	http://www.duosafety.com/
Edison	N/A				
Edwards and Cromwell	N/A				
Edwards Mfg	0%		No	Yes	http://www.edwardsironworkers.com/
Elkhart Brass	40%		Yes	Yes	http://www.elkhartbrass.com/
ETI Emergency Technology	N/A				
Extenda Lite (Akron)	N/A				
Federal Signal Corp	30%		Yes	Yes	https://www.federalsignal.com/
Fire Hooks Unlimited	5%		YES	YES	http://www.firehooksunlimited.net/
Firedex -Turn out Gear	35%		YES	YES	http://www.firedex.com/
Firedex Gloves	5%		YES	YES	http://www.firedex.com/
Firedex Boots/Accessories	35%		YES	YES	http://www.firedex.com/
Firedex Tecgen	10%		YES	YES	http://www.firedex.com/
Fire Power	N/A				
FireQuip	N/A				
Flamefighter	20%		YES	YES	http://flamefighter.com/
Fold A Tank	20%		YES	YES	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15%		YES	YES	http://www.gemtor.com/
Glassmaster Wehr	10%		YES	YES	http://glasmaster.com/

Globe	N/A				
Glove Corp.	N/A				
Gorman Rupp Pumps	N/A				
Hale Fire Pumps	5%	$110.00	YES	NO	http://haleproducts.com/
Hannay Reels	10%		YES	YES	http://www.hannay.com/
Harrington	40%		YES	YES	http://www.harrinc.com/
Hazard Control	N/A				
Hebert	20%		YES	YES	no website address
Holmatro	N/A				
Honeywell Pro	N/A				
Humat	0%		NO	NO	http://www.humat.com/
Husky	20%		YES	YES	http://www.huskyportable.com/
Hydra Shield	N/A				
Imperial Hose	N/A				
Iowa American	N/A				
Janesville	N/A				
Justrite	N/A				
JV Manufacturing	N/A				
Kappler	N/A				
Kendall Products	N/A				
Kochek	40%		YES	YES	https://www.kochek.com/
Koehler Mfg Co	N/A				
Kussmaul	12%		YES	YES	http://www.kussmaul.com/
Lacrosse Boots	N/A				
Lifeliners	N/A				
Lions Uniforms	N/A				
Louis Pryer	N/A				
Lowell	N/A				
Mag Instruments	N/A				
Mann Axe	N/A				
Mars Signal Light	N/A				
McProducts	N/A				
Moran (Flash)	N/A				
Morning Pride	N/A				

MSA					
MSA TIC	0%		YES	YES	http://us.msasafety.com/
MSA SCBA	25%	$75.00	YES	YES	http://us.msasafety.com/
MSA Helmets	25%	$75.00	YES	YES	http://us.msasafety.com/
MSA Instruments	15%	$75.00	YES	YES	http://us.msasafety.com/
MSA Parts	15%		YES	YES	http://us.msasafety.com/
Natale (Circle D)	10%		YES	YES	http://www.circledlights.com/
North American Fire Hose	N/A				
Nova	N/A				
Nupla	30%		YES	YES	http://www.nuplacorp.com/
Pacific Reflex	N/A				
Paratech	N/A				
Partner	N/A				
Paul Conway Shields	N/A				
Pelican	15%		YES	YES	http://www.pelican.com/
Petzel	N/A				
Pierce	0%	$110.00	YES	NO	https://www.pierceparts.com/
Pigeon Mountain Industries	N/A				
Plano	N/A				
R & B Fabricators	10%		YES	YES	https://www.rbfab.com/
Ranger Rubber	N/A				
Rawhide Firehose	N/A				
Redhead Brass					
QTY. 1-9	10%		YES	YES	http://www.redheadbrass.com/
QTY 10-24	20%		YES	YES	http://www.redheadbrass.com/
QTY 25-49	30%		YES	YES	http://www.redheadbrass.com/
QTY 50-199	40%		YES	YES	http://www.redheadbrass.com/
Reflexite	N/A				
Rice Hydro - test pumps	25%		YES	NO	http://www.ricehydro.com/
Accessories	10%		YES	YES	http://www.ricehydro.com/
SCBAS	15%		YES	YES	http://scbas.com/
Scott Aviation	N/A				
Securitiex	N/A				
Sensible Mounts	15%		YES	YES	http://senpro.net/

Servus Boots	N/A				
Shelby Wolverine	5%		YES	YES	http://www.shelbyglove.com/
Snaptite	N/A				
South Park	20%		YES	YES	http://www.spcbrass.com/
Signal Vehicle Products	20%	$110.00	NO	YES	http://www.star1889.com/
Class One (Span Instruments)	10%	$110.00	YES	NO	http://haleproducts.com/
Spumifier	N/A				
Sterling Rope	15%		NO	YES	http://www.sterlingrope.com/
SuperVac	25%		YES	YES	http://supervac.com/
TNT Tools	0%		NO	NO	http://www.tnttool.com/
Task Force Tips	38%		YES	YES	http://www.tft.com/
Thorogood Boots	20%		YES	YES	http://www.weinbrennerusa.com/
Superior Pneumatic	N/A				http://www.superiorpneumatic.com/
Team Equipment	5%		YES	NO	http://www.teamequipment.com/
TeleLite	5%		NO	NO	http://www.tele-lite.com/
Tempest Fans	20%		YES	YES	http://www.tempest.us.com/
Tomar	10%		YES	YES	http://www.tomar.com/
Topps	N/A				
Turtle Plastics	10%		YES	NO	http://turtleplastics.com/
Underwater Kinetics	N/A				
Unity Lights	N/A				
Vanner	10%		YES	YES	http://www.vanner.com/
Veridian	N/A				
Waterous	10%	$110.00	YES	NO	http://www.waterousco.com/
Weldon	20%		YES	YES	http://www.akronbrass.com/
Whelen Engineering	25%		YES	YES	http://www.whelen.com/index.php
Will Burt	10%		NO	NO	http://www.willburt.com/
Winco Generators	N/A				
Windsol	N/A				
Williams Foam	12%		YES	NO	http://www.williamsfire.com/HOME.aspx
Worden	N/A				
Zephyr	N/A				
Ziamatic/Zico	20%		YES	YES	http://www.ziamatic.com/

Other Brands Not Listed					
Aeroclave	0%		YES	NO	http://www.aeroclave.com/
Boston Leather	10%		YES	YES	http://www.bostonleather.com/
CET	20%		YES	YES	http://fire-pump.com/
Cosmas USA	25%		YES	YES	http://www.cosmasusa.com/
Door Storm	5%		NO	YES	http://www.doorstorm.com/
Dragon Fire Gloves	5%		NO	YES	http://www.dragonfiregloves.com/
Ergodyne	30%		YES	YES	https://www.ergodyne.com/
Euramco Safety	10%		NO	NO	http://www.euramcosafety.com/
Junk Yard Dog	5%		NO	NO	http://junkyarddogindustries.com/
Fire Research	15%		NO	YES	http://www.fireresearch.com/
Firecom	15%		YES	YES	http://www.firecom.com/
Groves Incorporated	15%		NO	NO	http://www.groves.com/
HexArmor	15%		YES	YES	https://www.hexarmor.com/
Key Hose	40%		YES	YES	http://keyhose.com/products.html
Leader Fans	10%		YES	YES	http://www.leadernorthamerica.com/
Performance Advantage	10%		YES	YES	http://pactoolmounts.com/
Rescue 42	10%		YES	NO	http://rescue42.com/
Rescue Tech	10%		NO	YES	http://www.rescuetech1.com/
SpillArmor	10%		YES	NO	http://smartvistallc.com/spillarmor/
Streamlight	40%		YES	YES	http://www.streamlight.com/
TNT Rescue Tools	0%		YES	NO	http://www.tntrescue.com/
True North	10%		YES	Yes	http://www.truenorthgear.com/
US Coupling	25%		YES	YES	http://www.uscouplings.com/home/
Waterax	10%		NO	NO	http://www.waterax.com/
Western Shelter- tanks/shelters	0%		NO	NO	http://westernshelter.com/
Western Shelter - Crew Boss	10%		YES	YES	http://westernshelter.com/

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount % off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY			
ABLE SHO ME			
ACTION			
ALL STOCK			
AIM			
AJAX			
AKRON BRASS			
ALL AMERICAN FIRE HOSE			
ALLEN SYSTEMS			
ALOCOLITE			
AMEREX			
AMERICAN FIREWEAR			
AMERICAN LAFRANCE			
ANGUS			
ANSUL FOAMS			
APPLECROFT			
B & B ENTERPRISES			
BIO SYSTEMS			
BLACKINTON BADGES			
BOUTON CO			
BULLARD			
CALIFORNIA MOUNTAIN			
CARNS & BROTHER			
CAST PRODUCTS			

CHARKATE			
CIUBB (FOAM)			
CHURCHVILLE			
CIRCUL AIR			
CODE 3			
COLLIN AXES			
COLLINS DYNAMICS (ROM CORP)			
COUNCIL TOOLS			
CUTTERS EDGE			
CW NEILSEN			
DARLEY & CO			
DAVID CLARK			
DB SMITH INDIAN TANKS			
DICKE TOOL			
DRAEGER ENGINEERED SOLUTIONS			
DREXEL			
DUO SAFETY			
EDISON			
EDWARDS AND CROMWELL			
EDWARDS MFG			
ELKHART BRASS			
ETI EMERGENCY TECHNOLOGY			
EXTENDA LITE (AKRON)			
FEDERAL SIGNAL CORP			
FIRE HOOKS UNLIMITED			
FIREDEX			
FIRE POWER			
FIREQUIP			
FLAMEFIGHTER			

FOLD A TANK			
GEMTOR			
GLASSMASTER WEIR			
GLOBE			
GLOVE CORP			
GORMAN RUPP PUMPS			
HALE FIRE PUMPS			
HANNAY REELS			
HARRINGTON			
HAZARD CONTROL			
HEBERT			
HOLMATRO			
HONEYWELL PRO			
HUMAT			
HUSKY			
HYDRA SHIELD			
IMPERIAL HOSE			
IOWA AMERICAN			
JANESVILLE			
JUSTRITE			
JV MFG			
KAPPLER			
KENDALL PRODUCTS			
KOCHEK			
KOEHLER MFG CO			
KUSSMAUL			
LACROSSE BOOTS			
LIFE LINERS			
LIONS UNIFORMS			

LOUIS PRYER			
LOWELL			
MAG INSTRUMENTS			
MANN AXE			
MARS SIGNAL LIGHT			
MC PRODUCTS			
MORAN (FLASH)			
MORNING PRIDE			
MSA			
NATALE (CIRCLE D)			
NORTH AMERICAN FIRE HOSE			
NOVA			
NUPLA			
PACIFIC REFLEX			
PARATECH			
PARTNER			
PAUL CONWAY SHIELDS			
PELICAN			
PETZL			
PGI PROTEXALL			
PHOENIX			
PIERCE			
PIGEON MOUNTAIN INDUSTRIES			
PLANO			
R & B FABRICATORS			
RANGER RUBBER			
RAWHIDE FIREHOSE			
REDHEAD BRASS			
REFLEXITE			

RICE HYDRO CO			
SCBAS			
SCOTT AVIATION			
SECURITEX			
SENSIBLE MOUNTS			
SERVUS BOOTS			
SIBLEY WOLVERINE			
SNAPTITE			
SNORKEL			
SOUTH PARK			
SIGNAL VEHICLE PRODUCTS			
CLASS ONE (SPAN INSTRUMENTS)			
SPUMIFER			
STERLING ROPE			
SUPERVAC			
TNT TOOLS			
TASK FORCE TIPS			
THOROGOOD BOOTS			
SUPERIOR PNEUMATIC			
TASKMASTER			
TEAM EQUIPMENT			
TELELITE			
TEMPEST FANS			
TOMAR			
TOPPS			
TURTLE PLASTICS			
UNDERWATER KINETICS			
UNITY LIGHTS			
VANNER			

VERIDIAN			
VERTX			
VETTER			
WATEROUS			
WELDON			
WHELEN ENGINEERING			
WILL BURT			
WINCO GENERATORS			
WINDSOL			
WILLIAMS FOAM			
WORDEN			
ZEPHYR			
ZIMATIC			
ZICO			
OTHER BRANDS NOT LISTED			

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
November 22, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

Firm Name: TEN-8 FIRE EQUIPMENT, INC. Date: 12-7-16

Signature: Bruce Scott Title: SALES REPRESENTATIVE

Typed/Printed Name: BRUCE SCOTT

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2
November 30, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous Invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: TEN-8 FIRE EQUIPMENT, INC. Date: 12-7-16

Signature: Bruce Scott Title: SALES REPRESENTATIVE

Typed/Printed Name: BRUCE SCOTT

TEN8F-1 OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2016

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

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

PRODUCER
Gifford-Helden Ins Inc
111 E Venice Avenue
Venice, FL 34285
Russ Gifford

CONTACT NAME: Russ Gifford
PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co	20508
INSURER B : National Fire Ins Co	20478
INSURER C : Continental Casualty Co	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ten-8 Fire Equipment Inc &
Ten 8 Fire & Safety Equipment
of Georgia, LLC
2904 59th Ave Dr E
Bradenton, FL 34203

COVERAGES CERTIFICATE NUMBER: 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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	2091595545	07/30/2016	07/30/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contract Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			2071988532	07/30/2016	07/30/2017	BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X PIP $10000							$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			2048055914	07/30/2016	07/30/2017	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)			2067574121	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Garage Liab			2071988532	07/30/2016	07/30/2017	Occ/Agg	1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2016	07/30/2017	GKLL	1,600,000

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

RE: ITB #-17-0606-Certificate holder: Lake County, A Political Subdivision of the State of Florida, and Board of County Commissioners is additional insured as their interest may appear on the liability policy. Coverage is on a primary/non-contributory basis. 30 day written notice of cancellation/10 day for nonpay. Waiver of subrogation in favor of the additional insured.

CERTIFICATE HOLDER

LAKEC02

Lake County, A Political
Subdivision of the State of
FIL, and the Board of County
PO Box 7800
Tavares, FL 32778-7800

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

Russ Gifford

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CNA

CNA PARAMOUNT

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization whom the Named insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:
1. Is in effect or becomes effective during the term of this Coverage Part; and 2. Was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Legislation Details (With Text)

File #:	18-613	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/26/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Award Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement, Series 2018B Bond Project No. WS18DP to E&D Contracting Services Inc., Savannah, Georgia, in the Amount of $260,795; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $26,079.50 (10% of the Contract Amount) for a Total Series 2018B Bond Related Project Cost of $286,874.50. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-19-09-COC FINAL MEMO B-19-09-COC Tabulation Sheet Res Proj Contingency - Reactor Clarifier #1 Form of Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2018
Agenda Date: December 12, 2018
Prepared By: Kevin Joseph, E.I., Utilities Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement, Series 2018B Bond Project No. WS18DP to E&D Contracting Services Inc., Savannah, Georgia, in the Amount of $260,795; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $26,079.50 (10% of the Contract Amount) for a Total Series 2018B Bond Related Project Cost of $286,874.50

BACKGROUND:

During a recent corrosion assessment at the Claude H. Dyal Water Treatment Plant, it was discovered that the structural integrity of the 48-inch diameter reactor clarifier #1 effluent pipe had been compromised and is in need of replacement.

Bids for this project were opened on November 15, 2018. The Purchasing Department sent out eighty-one (81) invitations and notifications to bid and received two (2) responses from sixteen (16) plan holders. Staff has reviewed the bids and recommends awarding the contract to the lowest and best bid submitted by E&D Contracting Services Inc., Savannah, Georgia, in the amount of $260,795.

Staff is also requesting that City Council approve an additional $26,079.50 as a 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, there is 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 without delays.

The additional Budget Contingency of $26,079.50 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 Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement, Project WS18DP, to E&D Contracting Services, Inc., Savannah, Georgia. This is a Bond Series 2018B-funded project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$286,875
Account Number	426-4055-536.63-00, WS18DP
Account Name	Infrastructure
Source of Funds:	Series 2018B Bonds

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement, Series 2018B Bond Project No. WS18DP to E&D Contracting Services Inc., Savannah, Georgia, in the Amount of $260,795; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $26,079.50 (10% of the Contract Amount) for a Total Series 2018B Bond Related Project Cost of $286,874.50.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Kevin Joseph, Utilities Associate Engineer l

From: Sonja Hamilton, Purchasing Manager

Date: 11/16/18

Re: **Bid #B-19-09-COC, Reactor Clarifier #1 Effluent Pipe Replacement Project**

Bids for the subject offering were opened on November 15, 2018 at 1:30 p.m. Purchasing sent out eighty-one (81) invitations and notifications to bid and received two (2) responses from sixteen (16) plan holders.

THE APPARENT LOW BIDDER IS E&D CONTRACTING SERVICES, INC. of Savannah, GA

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, November 15, 2018

BID NUMBER: B-19-09-COC REACTOR CLARIFIER #1 EFFLUENT PIPE REPLACEMENT PROJECT

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	329 Listing of Sub Contractors	410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety
E&D Coatings/E&D Contracting Svs 2001 Mills B Lane Blvd Savannah, GA 31045-2963	Y	NA	Y	Y	Y	$260,795.00	Y	NA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Petticaot-Schmitt Civil Contractors 6380 Phillips HWY Jacksonville, FL 32216	Y	NA	Y	Y	Y	$669,000.00	Y	NA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

RESOLUTION NO. 2018-116

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 REACTOR CLARIFIER #1 EFFLUENT PIPE REPLACEMENT, PROJECT NO. WS18DP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT (10%) 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 12, 2018, the City Council authorized the City Manager to proceed with the Reactor Clarifier #1 Effluent Pipe Replacement, Project No. WS18DP, 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 Reactor Clarifier #1 Effluent Pipe Replacement, Project No. WS18DP, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $260,795 and allows for a 10% contingency in the amount of $26,079.50 set aside for possible change orders, for a total of $286,874.50 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 12th day of December, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

FORM OF AGREEMENT
BID NO. B-19-09-COC
CITY OF COCOA

This Agreement made and entered into on the 12th day of December, 2018 by and between **E&D Contracting Services, Inc.** hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **thirty (30)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **one hundred fifty (150)** days and totally complete all work in its entirety within **one hundred eighty (180)** days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of **three hundred twenty-six dollars and forty-four cents ($326.44)** per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Two Hundred Sixty Thousand, Seven Hundred Ninety-Five and 00/100 Dollars	$ 260,795.00
(Written in Words)	(In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved

in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous

Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ **260,795.00** with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

i. Contractor 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 Contractor promptly takes and diligently pursues such action as are necessary therefore; or

ii. 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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

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

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

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) 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 City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. **INDEMNIFICATION**

(a) For all services 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 from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

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

ARTICLE 23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered 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 the Agreement.

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

ARTICLE 24. **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.

ARTICLE 25. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. **ASSIGNMENT**

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City

for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

(a) **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY: _____
(CONTRACTOR)

ATTEST: _____

MICHAEL ALLAN SHEPARD
NOTARY PUBLIC
EFFINGHAM COUNTY, GA
My Commission Expires March 8, 2020

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Legislation Details (With Text)

File #:	18-622	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	11/28/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Conduct a Public Hearing in accordance with the requirements of 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Substantial Amendment.Section 108 Loan AdOrderConf CPP - HOME Consortium approved 3-3-15 DR JLS CTR - CONCEPT RENDERING DR JLS CTR - CONCEPT SITE PLAN DR JLS CTR FLOOR PLAN				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2018
Agenda Date: December 12, 2018
Prepared By: Nancy A. Bunt, Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing in accordance with the requirements of 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

BACKGROUND:

As a member of the Brevard County HOME Consortium, the City of Cocoa is required to follow the Brevard County's Citizen Participation Plan (CPP). The CPP was adopted by the Brevard County Board of County Commissioners on March, 3, 2015 in accordance with CFR 24, Part 91.105 (b) and Part 5, Subpart A, Section 5.158 when soliciting public comments with the intent to request a substantial amendment to its approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. Notice of Availability Subject to Approval and Public Hearings on the proposed substantial amendment to the FY2018/2019 Action Plan shall allow for an $894,445 Section 108 Loan from HUD Community Development Block Grant (CDBG) funds for the development of a new Dr. Joe Lee Smith

Center located at Parcel ID: 24-36-33-00-264, adjacent to the current location at 419 Washington Street.

Project Overview and Description as required by the CPP: At the SW corner of Washington Street and Stone Street (Parcel ID: 24-36-33-00-264). The proposed construction of a new Dr. Joe Lee Smith Center is situated within the Diamond Square Community Redevelopment Area (CRA) over five (5) parcels which are identified as: 24-36-33-00-264; 24-36-33-CC-12.E-1; 24-36-33-CC-12.E-3; 24-36-33-CC-12.E-2; and 24-36-33-CC-12-8. The project site is located within census tract 626.00.

The proposed $3.5 million project involves the construction of approximately 16,000 square foot community center with basketball courts, office space for non-profits and multi-purpose rooms on five parcels owned by the City of Cocoa in the general location of 419 Washington Street and the Diamond Square CRA.

The proposed project is estimated at $3.5 million which includes City General Fund, Diamond Square CRA and CDBG funds. The City of Cocoa is pledging future CDBG funds as the repayment source. The City's CDBG FY2018/2019 allocation is $178,889. The City does not anticipate receiving any program income, however, any program income received will be used to provide services or maintain the facilities. The City, as part of the application will include a pledge of general funds if CDBG funds are not available. The City's Section 108 loan fund will benefit low and moderate income persons by providing services in a low income area. Services may include: youth programs, health services, financial and utility assistance, dental and prescription assistance, cremation assistance, job training, and budgeting classes. No activities are anticipated to result in displacement of any persons.

Notice was provided on November 26, 2018, that the Substantial Amendment to the FY2018-2019 Action Plan to allow for submission of a Section 108 Loan Guarantee Application would be available for public review and comment from 12/13/2018 through 1/14/2019. Interested persons are encouraged to submit written comments on the proposed application and substantial amendment by 1/14/2019 via mail or hand delivery to the City of Cocoa Housing & Neighborhood Services Division, 65 Stone Street, Cocoa, FL 32922. Hand delivered or mailed comments received after 1/14/2019 may not be addressed.

The Notice also provided that the City of Cocoa will conduct two (2) public hearings. This is the first public hearing and the second and final public hearing will be held on January 23, 2019.

As required by the City's Citizen Participation Plan and in accordance with CFR 24, Part 91.105 (b), a local meeting will be held at the Diamond Square CRA meeting, Cocoa City Hall, 65 Stone Street on December 17, 2018 at 6pm and at the Dr. Joe Lee Smith Center, 419 Washington Street on December 19, 2018 at 5pm. Public comments will be also be accepted at those meetings.

The purpose of the public hearings and community meetings is to receive comments and take final action on the proposed Substantial Amendment in connection with the Section 108 Loan Guarantee Application for the construction of a new Dr. Joe Lee Smith Center with the Diamond Square CRA. A draft copy of the Section 108 Loan Application will be available December 13, 2018 and can be obtained online at www.cocoafl.org <http://www.cocoafl.org> and at Cocoa City Hall, the Cocoa Public Library or Brevard County Housing & Human Services Department.

Existing Dr. Joe Lee Smith Center Overview

The Dr. Joe Lee Smith Center is a 5,992-square foot recreation center serving the Diamond Square Redevelopment Area. The Center located at Dr. Joe Lee Smith Park, 419 Washington Street was built in 1963. The Center is owned by the City of Cocoa and operated by Brevard County Parks and Recreation. The current site includes an indoor and outdoor basketball court, an outdoor pool, meeting space, and a gymnasium.

The existing Center is outdated, functionally obsolescence, in disrepair, and lacks sufficient space to effectively serve the community. According to Brevard County Parks and Recreation staff, restrooms do not meet ADA requirements, plumbing issues exist, the gym floor needs to be replaced, one of the two A/C units is extremely old, there is no heat as the gas system is shut off due to an undetermined location of a leak and the limited administrative space is outdated and inadequately sized. The building was constructed at a time when utilizing Asbestos based materials and lead-based paint was common. Expanding the center would require significant work and would be costly. Asbestos and lead-paint, which is likely encapsulated, would require abatement. The building is a concrete block structure and expansion would require significant demolition and include removing and rebuilding a new roof line. All electrical, mechanical and plumbing would be required to be brought into compliance with the Florida Building Code, which in all probability would require complete removal and installation of new systems. Expanding the footprint, if it were to be of comparable size to the proposed new center would alter the site in terms of parking and possibly encroach upon the outdoor basketball courts and the pool.

City staff has also been informed by Brevard Parks and Recreation that the pool and deck needs to be resurfaced, and the restrooms do not meet current ADA requirements. Additionally, the lobby needs to be renovated, the fence needs to be replaced, and the ceiling in the pump room also needs to be replaced. Finally, with regard to the existing center, the issues listed above is not an all-inclusive list and there are more issues that will need to be addressed.

Proposed New Dr. Joe Lee Smith Center Overview

The new center is proposed at approximately 16,000 square feet, which is substantially larger than the size of the existing center at 5,992 square feet. While the center would retain its programming of recreational activities, the center would be more of a neighborhood community center capable of offering multi-programming services such as both youth and senior programming, health care services and community meeting space. Additionally, office space for the Cocoa Police Department's PAL officer and the City's partner Alliance for Neighborhood Restoration would be available in addition to space for parks and recreation staff of Brevard County. The City is also in discussion with the Brevard County Action Team to relocate their offices from Provost Park to the new Center.

The below table represents the timeline related to actions and milestones completed to date:

YEAR	ACTIVITIES
2014	• Diamond Square CRA Redevelopment Plan Update completed • CRA and City Council approved. • DS CRA Redevelopment Plan Update submitted to BOCC for adoption. • BOCC scheduled Redevelopment Plan Update for 10/21/2014 but the item was pulled from the BOCC agenda at the request of Commissioner Nelson.

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2015	• CRA met with Chairman, BOCC and later in year resubmitted the Redevelopment Plan Update to be considered by BOCC. • City retained Parsons Brinckerhoff, Inc. to prepare the CDBG Section 108 Loan Guarantee Application and identify additional funding sources for the new center. • Project declared by DEO eligible for Community Contribution Tax Credit. • City staff conducted site visit to Wickham Park Regional Center
2016	• City Identified Legislative Priority for Funding • City Amended HUD Action Plan for Existing Site (Joe Lee Smith Park) • Presentation to Cocoa Community First and Business Leaders • Phase 1 Environmental Site Assessment, at the Dr. Joe Lee Smith Center Park. • The City obtained a National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) from the Environmental Protection Agency (EPA).
2017	• The City engaged Architects RZK, Inc. to complete conceptual design for the new Center at the existing site. • A draft CDBG Section 108 Loan Guarantee Application was completed by the consultant. • Preliminary Design Completed for Neighborhood Community Center for Existing Site
2018	• The City communicated its plans to consider the alternate site at Provost Park to the public, through a series of additional Public Meetings: • March 27 - Special Joint Diamond Square CRA and City Council Meeting regarding preferred location. • May 7 - City staff attended an informational meeting hosted by Emma Jewel Charter School to reach parents and children. Staff answered questions and administered a survey. • May 9 - City hosted a Community Meeting at the Cocoa Civic Center regarding the Dr. Joe Lee Smith Center regarding the location. • October 8 - RFQ-19-07-COC 40% plans were made available. • November 26 - Advertisement for Public Hearings and local meetings • November 26 - Five (5) Design Build proposals were received.

STRATEGIC PLAN CONNECTION:

The City's Strategic Plan identified Community Development (Redevelopment of the City's Core) as a strategic issue, specifically "How will the City raise the quality of life all its residents, especially those most vulnerable and disadvantaged." The Center, at either location, would be located in one of the most underserved and disadvantaged areas of the City. Additionally, the Center would address the strategic issue of Crime Awareness and Prevention as the expansion of youth programming activities coordinated in part through PAL, ANR and the Police Department's Community Relations Unit. The Center, at either site, would encourage the youth of the community to interact and use police officers as a resource and enable the Cocoa Police Athletic League to expand after school and summer youth programs.

BUDGETARY IMPACT:

None at this time.

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PREVIOUS ACTION:

On October 13, 2015, City Council approved Parsons Brinckerhoff, Inc. (now doing business as WSP) to serve as the City's Federal, State and Other Loan Applications and Directed Advisory Services Contractor on a Task Order basis.

RECOMMENDED MOTION:

Conduct a Public Hearing in accordance with the requirements of 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

FLORIDA TODAY
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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.: 0003266019
Pymt Method Invoice
Net Amt: $312.80

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/18

Text of Ad:

AD#3266019, 11/26/2018
PUBLIC NOTICE - CITY OF COCOA
Notice of Availability Subject to Approval and Public Hearings on the proposed substantial amendment to the FY2018/2019 Action Plan to allow for an $894,445 Section 108 Loan from the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) funds for the development of a new Dr. Joe Lee Smith Center located at Parcel ID: 24-36-33-00-264, adjacent to the current location at 419 Washington Street.

In accordance with the requirements of 24 CFR 91.105(c), the City of Cocoa hereby announces its intent to request a substantial amendment to its approved FY2018/2019 Action Plan in connection with a proposed loan application to HUD for a $894,445 Section 108 Loan.

Project Overview and Description: At the SW corner of Washington Street and Stone Street (Parcel ID: 24-36-33-00-264). The proposed construction of a new Dr. Joe Lee Smith Center is situated within the Diamond Square Community Redevelopment Area (CRA) over five (5) parcels which are identified as: 24-36-33-00-264; 24-36-33-CC-12.E-1; 24-36-33-CC-12.E-3; 24-36-33-CC-12.E-2; and 24-36-33-CC-12-8. The project site is located within census tract 626.00.

The proposed $3.5 million project involves the construction of approximately 16,000 square foot community center with basketball courts, office space for non-profits and multi-purpose rooms on five parcels owned by the City of Cocoa in the general location of 419 Washington Street and the Diamond Square CRA.

The proposed project is estimated at $3.5 million which includes City General Fund, Diamond Square CRA and CDBG funds. The City of Cocoa is pledging future CDBG funds as the repayment source. The City's CDBG FY2018/2019 allocation is $178,889. The City does not anticipate receiving any program income, however, any program income received will be used to provide services or maintain the facilities. The City, as part of the application will include a pledge of general funds if CDBG funds are not available. The City's Section 108 loan fund will benefit low and moderate income persons by providing services in a low income area. Services may include: youth programs, health services, financial and utility assistance, dental and prescription assistance, cremation assistance, job training, and budgeting classes. No activities are anticipated to result in displacement of any persons.

Notice is hereby given that the Substantial Amendment to the FY2018-2019 Action Plan to allow for submission of a Section 108 Loan Guarantee Application will be available for public review and comment from 12/13/18-1/14/19 at the address below or a copy can be requested by calling (321) 433-8511. Interested persons are encouraged to submit written comments on the proposed application and substantial amendment by 1/14/19 via mail or hand delivery to the City of Cocoa Housing & Neighborhood Services Division, 65 Stone Street, Cocoa, FL 32922. Hand delivered or mailed comments received after 1/14/19 may not be addressed.

Notice is also hereby given that the City of Cocoa will conduct two (2) public hearings. The first public hearing will be conducted on December 12, 2018 and the second and final public hearing on January 23, 2019 at 6pm in City Hall Council Chambers, 65 Stone Street, Cocoa, FL 32922. A local meeting will be held at the Diamond Square CRA meeting, Cocoa City Hall, 65 Stone Street on December 17, 2018 at 6pm and at the Dr. Joe Lee Smith Center 419

Dr. Joe Lee Smith Center, 419 Washington Street on December 19, 2018 at 5pm. Public comments will be taken.

The purpose of the public hearings and community meetings is to receive comments and take final action on the proposed Substantial Amendment in connection with the Section 108 Loan Guarantee Application for the construction of a new Dr. Joe Lee Smith Center with the Diamond Square CRA. A draft copy of the Section 108 Loan Application can be obtained online at www.cocoafl.org and at Cocoa City Hall, the Cocoa Public Library or Brevard County Housing & Human Services Department.

All interested persons are invited and encouraged to attend the public hearings and community meetings and make oral or written comments. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in these meetings should contact Nancy Bunt, Deputy Community Services Director at (321) 433-8511 at least 48 hours prior to the meeting.

CITIZEN PARTICIPATION PLAN

I. Introduction

The Brevard County HOME Consortium is a recipient of HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD). The HOME Consortium is comprised of Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay. Brevard County serves as the lead jurisdiction of the HOME Consortium. The Brevard County Housing and Human Services Department is responsible for the planning, preparation, data collection and publication of the Consolidated Plan, Action Plan, Substantial Amendments, Performance Reports (affecting the HOME Investment Partnerships Program funds), and the Brevard County Community Development Block Grant. Considering the time and responsibilities of the grant, no more than ten percent (10%) of the annual HOME Investment Partnerships Program funds (including program income) is used for administration. Based upon identified needs and goals, Brevard County Housing and Human Services Department determines the annual allocation of funding after receiving input from the public, advisory bodies, and staff. Pursuant to 24 CFR Part 91, these funding allocations concur with the needs and goals established in the Brevard County HOME Consortium's Consolidated Plan. Furthermore, these requirements do not restrict the responsibility or authority of the HOME Consortium to develop or execute the Consolidated Plan.

All participants in federally funded programs are required to have a Citizen Participation Plan (CPP), pursuant to 24 Code of Federal Regulations (CFR) Part 91, Subpart B. This CPP sets forth the policies, procedures and implementation strategies to provide for and encourage effective citizen input. Planning, implementation, and assessment of the Consolidated Plan, Substantial Amendments, Annual Action Plan, Consolidated Performance and Evaluation Report, Section 108 Loan Program will each solicit public input. The CPP encourages participation of all residents, especially persons of low to moderate income who are residents of areas which are eligible for funding, such as those who live in the Community Development Neighborhood Strategy Area. Citizens directly or indirectly impacted by the Section 108 Loan Guarantee Program, minorities, and non-English speaking groups are also encouraged to participate, in accordance with 24 CFR Part 570. Residents of assisted housing developments are also solicited.

Each member city of the Brevard County HOME Consortium (Consortium) is responsible for the development of their own individual CPP for Community Development Block Grant (CDBG) funds and any other HUD programs.

II. Definitions

A. Annual Action Plan: An Action Plan is prepared for each of the five Consolidated Plan years, and specifies the anticipated amount of funding to be received. It serves as an annual application for funding, and describes the activities/projects that will address the needs and priorities identified in the Consolidated Plan.

B. Consolidated Plan: The Consolidated Plan is a five year strategic plan, prepared as required by 24 CFR Part 91. It is the planning document used by the HOME Consortium to describe the needs and goals of various programs. The Consolidated Plan allows the Consortium to apply for funding under the HOME Program. Additionally, it allows the individual members of the Consortium to apply for CDBG and other Housing and Community Development Programs funding.

C. Consolidated Annual Performance and Evaluation Report (CAPER): The CAPER annually provides detail of the Consortium's performance and progress made towards the five-year goals established in the Consolidated Plan. It is submitted within 90 days of the end of the Consortium's entitlement year, or by December 30, and is the basis for an evaluation of annual accomplishments.

D. Section 108 Loan Guarantee Program: The Section 108 Program (Section 108) is the loan guarantee component of the Community Development Block Grant (CDBG) Program. It is designed to provide communities with a source of financing for economic development, housing rehabilitation, public facilities and improvements, and large scale physical development projects. The Section 108 Loan Guarantee Program allows local governments to transform a portion of their CDBG entitlements into a federally guaranteed loan large enough to pursue physical and economic revitalization projects. This enables the renewal of entire neighborhoods. Such public investments is often needed to inspire private economic activity, provide the initial resources, or instill the confidence that private firms and individuals need to invest in distressed areas.

E. Substantial Amendments: a Substantial Amendment is defined as a change in the allocation priorities or the method of distribution funding carrying out a new activity using funds covered under a Consolidated Plan or a change to the purpose, scope, location or beneficiaries of an activity. Reasonable notice of a proposed Substantial Amendment will be provided to the residents will have an opportunity to review and provide comments to proposed changes.

III. Applicability and Adoption of the Citizen Participation Plan

Pursuant to 24 CFR Part 91.105 the Consortium has developed, adopted, and is committed to the implementation of the CPP. The procedures outlined herein are designed to encourage all residents to participate in process and program development.

IV. Encouragement of Citizen Participation

The views of all citizens will be solicited, especially those of moderate income persons living in slum and blighted areas and in areas where federal funds are proposed to be used, and substantial amendments, performance reports or loan applications. Additionally, minorities, non-English speaking residents, persons with disabilities, and other interested parties will be solicited. The following strategies will be implemented:

1. Public and private agencies that provide assisted housing, health services, social, and fair housing services will be solicited. An example of these agencies or providers that include residents of public and assisted housing developments, local and regional institutions, the Continuum of Care, non-profit organizations, community centers/groups in Neighborhood Strategy Areas, and faith-based organizations.

2. Contacts with public and private agencies that take place in person, or electronic mail or regular mail. Additionally, citizen participation that be solicited via the Brevard County Housing and Human Services Department (County) website. Consortium members that be utilized to coordinate, report, etc. for public comment.

V. Citizen Comments

Where a significant number of non-English speaking residents can be reasonably expected to participate, a method of communication will be provided. Accommodations will be provided for persons with disabilities, upon forty-eight (48) hour's notification to the County. The comment period will be thirty (30) days for development of the Consolidated Plan, Substantial Amendments, Action Plan and Section 108 Loan Application. The CAPER will have a fifteen (15) day comment period.

Written comments regarding the Consortium or Brevard County CDBG Program should be addressed to the County. Contacts for each of the Consortium members are referenced below:

Brevard Coun
Hou in and Hu an Service De ar en
272 Jud e Fran Ja ie on Wa
Buildin B, Sui e 106
Viera, Florida 32940
(321) 633 2076
(321) 633 2170 Fax

Ci o Ti u ville
Nei or ood Service De ar en
72 Sou DeLeon Avenue
Ti u ville, Florida 32780
(321) 67 3783
(321) 383 614 Fax

Ci o Cocoa
Hou in and Nei or ood Service Divi ion
6 S one S ree
Cocoa, Florida 32922
(321) 433 8 11
(321) 433 8 43 Fax

Ci o Mel ourne
Hou in and I rove en Divi ion
69 E. Univer i Boulevard
Mel ourne, Florida 32901
(321) 674 734
(321) 674 738 Fax

Ci o Pal Ba
Hou in Nei or ood Develo en Service
120 Mala ar Road SE
Pal Ba, Florida 32907
(321) 9 2 3429
(321) 733 3087 Fax

VI. Development of the Consolidated Plan

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- an ici a ed o en ial di lace en , and e or o ini i e or a i di laced er on , a de cri ed in e Brevard Coun An i Di lace en and Reloca ion A i ance Plan.

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    - Cen ral Brevard Pu lic Li rar and Re erence Cen er (Cocoa)
    - Fran lin T. DeGrood Pu lic Li rar (Pal Ba)
    - Ci o Ti u ville Nei or ood Service De ar en
    - Ci o Cocoa Co uni Develo en De ar en
    - Ci o Mel ourne Hou in and Nei or ood I rove en De ar en
    - Ci o Pal Ba Hou in and Nei or ood Develo en Service Divi ion
    - Brevard Coun Hou in and Hu an Service De ar en and e ie

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VIII. Development of Performance Plans, Reports and Applications: Action Plan, CAPER and Section 108 Loan Application

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Advertise in a newspaper of general circulation a draft of the CAPER for public review and comment the following public locations for not less than fifteen (15) days:

- Titusville Public Library
- Central Brevard Public Library and Reference Center (Cocoa)
- Franklin T. DeGroodt Public Library (Palm Bay)
- City of Titusville Neighborhood Services Department
- City of Cocoa Community Development Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division
- Brevard County Housing and Human Services Department
- Brevard County Housing and Human Services Department website

C. The Consortium will solicit public comment on the Section 108 Loan Application in the following manner:

1. At least one local meeting before submission of the application to obtain the views of citizens on community development and housing needs, and a minimum of two public hearings each at different stages of the application process. Advertise all public meetings/hearings in a newspaper of general circulation at least fifteen (15) days prior to the scheduled meeting/hearing which shall indicate the purpose, date, time and location of the meeting/hearing. Each meeting and/or hearing will offer the following information, as applicable:

   a. amount of loan funds expected for the coming year
   b. program income anticipated to be generated
   c. range of activities to be undertaken
   d. estimated amount of guaranteed loan funds proposed to be used for activities that will benefit low and moderate income persons
   e. proposed activities likely to result in displacement
   f. applicable policies for minimizing displacement of persons as a result of proposed activities
   g. community development and housing needs
   h. development of proposed activities
   i. review of program performance

2. Provide a draft of the Section 108 Loan Application for public review and comment at the following public locations for review and public comment for thirty (30) days.

   - Central Brevard Public Library and Reference Center (Cocoa)
   - Brevard County Housing and Human Services Department

IX. Public Hearings/Meetings

The public will be provided an opportunity to share their views and comment to plans, reports and applications at least twice per year. The following strategies will be implemented to ensure citizen participation:

1. At least two public hearings will be held per year to obtain citizens' views and to respond to questions. One (1) public hearing will be held before the proposed Consolidated Plan is published for comment, and one (1) hearing prior to submission of the proposed Consolidated Plan, Substantial Amendment, and Action Plan. The purpose of public hearings is to solicit the views of citizens regarding the following:

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X. Availability to Public/Access to Records

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XI. Technical Assistance

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A. Ba[illegible]ic Model[illegible]

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numerous or complex activities, potential applicants with varying degrees of experience, limited funding, and increased competition.

2. Limited Application/Pre-Application Process: This approach will be similar to the original application process, but the application will not be as detailed. This approach will allow the County and the Advisory Board to review and narrow the number of applications before requesting additional detailed information or obtaining final recommendations. This process will be useful in encouraging participation of potential subrecipients unfamiliar with the RFP process or seeking funds for a larger project.

3. Request for Qualifications (RFQ): The Advisory Board and County will identify potential qualified subrecipients through an informal process, or through a general RFQ. From the identified group, the County and the Advisory Board will identify organizations qualified to carry out specific activities and will approach the organization. This process will be proactive and focused on qualified organizations that have the capacity to present innovative approaches to Board approved objectives.

4. "Open Door" or Unsolicited Application Process: allows applications requested to be accepted and considered any time during the program year until funds are no longer available. The unsolicited application shall meet the same requirements of the solicitation process already in place for the identified funding source. The application shall be evaluated based on the criteria used during the original application process, with selection to be recommended by the Advisory Board. For HOME Community Housing Development Organization (CHDO) funding, the "Open Door" or Unsolicited Application Process shall be used. Applications from County designated CHDO's will be accepted throughout the program year or as long as funding is available. Notification will be made to all County designated CHDO's when program year funding has been depleted. The unsolicited applications will be reviewed for feasibility by the County and routed to the appropriate Advisory Board for funding recommendation. Upon recommendation approval the application will be presented to the Board of County Commissioners as scheduled Brevard County Commission meeting.

B. Selection of Subrecipient and Contractor

Funding recommendations through the Brevard County Home Consortium will be established by specific list of criteria.

XII. Complaints

A written response will be made to every written or oral citizen comment received during the above referenced process within fifteen working (15) days of receipt, when practical. Comments shall be sent to:

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Building B, Suite B-106
Viera, Florida 32940

Citizens may, at any time during the complaint resolution process, contact the U.S. Department of Housing and Urban Development (HUD) at the following address:

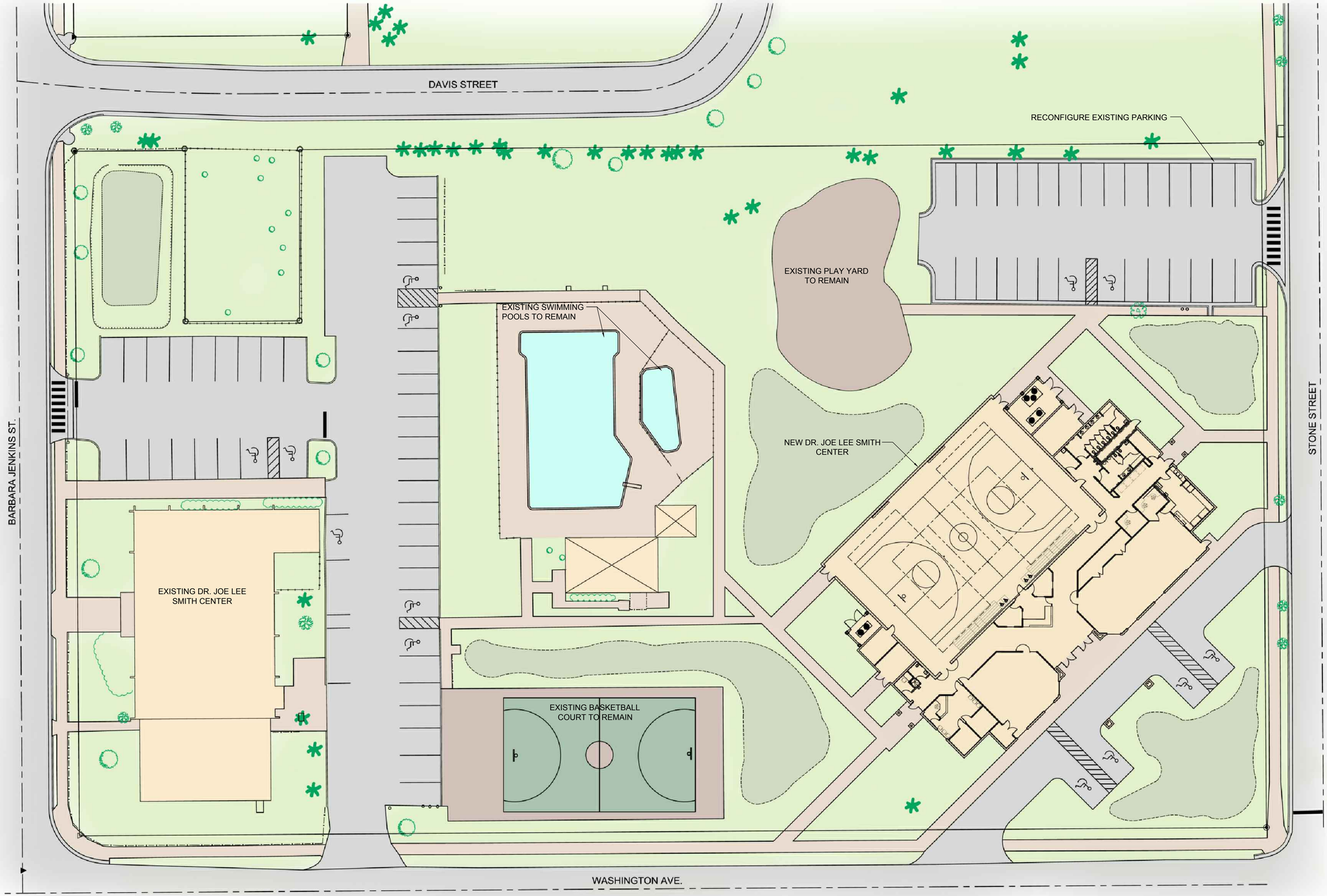
U.S. Department of Housing and Urban Development
Charles Bennett Federal Building
Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410



Architects RZK, Inc.

Dr. Joe Lee Smith Center for Justice

CITY OF COCOA



PROJECT NORTH

1 **CONCEPT SITE PLAN**

SCALE: 1"= 20'

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SUBMITTALS

DESIGN CRITERIA PACKAGE (CONCEPT)	08/29/18

DR. JOE LEE SMITH
COMMUNITY CENTER

DRAWING TITLE:

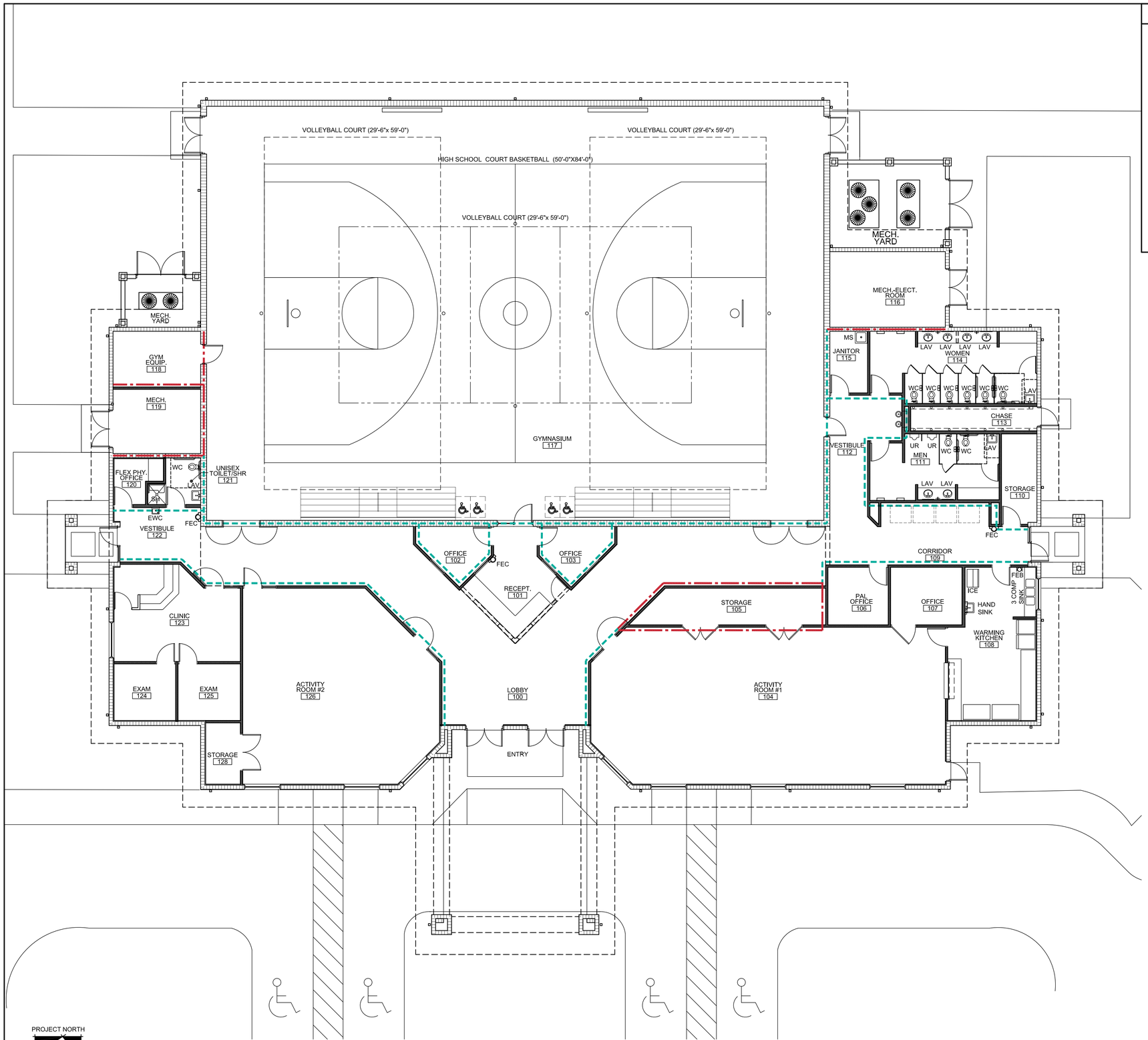
CONCEPT SITE PLAN

FOR REVIEW
NOT FOR
CONSTRUCTION

DATE: 08/27/18
JOB NO.: 2017.46
DRAWN BY: CNK
CHECKED BY: JCZ

DRAWING NO.:

A-0.0



WALL LEGEND

- 8" MASONRY WALL
- 8" MASONRY WALL W/ CELL FOAM INSULATION
- 1 HOUR FIRED RATED MASONRY WALL (UL DESIGN #U905)
- 1 HOUR FIRED RATED PARTITION WALL W/ ACOUSTICAL INSULATION (UL DESIGN #U419)
- SMOKE PARTITION WALL W/ ACOUSTICAL INSULATION
- NOMINAL 6" PARTITION PLUMBING WALL W/ ACOUSTICAL INSULATION
- NOMINAL 4" PARTITION WALL W/ ACOUSTICAL INSULATION
- C.G. CORNER GUARD
- A WALL TYPE DESIGNATION (SEE WALL TYPES)

REFER TO SHEET A-10.0 FOR ADDITIONAL INFORMATION ON WALL TYPES.

PROJECT NORTH

1 **PROPOSED FLOOR PLAN**

SCALE: 1/8"=1'-0"

GRAPHIC SCALE

4' 0 4' 8' 12' 16'

1/8"=1'-0"

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SUBMITTALS

DESIGN CRITERIA PACKAGE	XX/XX/XX

DR. JOE LEE SMITH COMMUNITY CENTER

DRAWING TITLE:

PROPOSED FLOOR PLAN

FOR REVIEW
NOT FOR
CONSTRUCTION

DATE:	08/28/18
JOB NO.:	2017.46
DRAWN BY:	CNK
CHECKED BY:	JCZ

DRAWING NO.:

A-1.0

Legislation Details (With Text)

File #:	18-624	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/30/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Ordinance No. 12-2018/Second Reading: Adopt the revised Landscape Ordinance. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-2018 Ordinance re Landscape Requirements Legal Ad Proof - Landscape Ord				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2018
Agenda Date: December 12, 2018
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 12-2018/Second Reading: Adopt the revised Landscape Ordinance.

BACKGROUND:

The Planning and Zoning Board (P&Z Board) has the authority to recommend to the City Council such amendments to the Zoning Code as the Board may deem proper and expedient or necessary to clarify or to carry into effect the purposes thereof. *Appendix A, Article XX, Sec. 3(B)*. In this particular case, P&Z Board Member Aleck Greenwood shared concerns with the P&Z Board about the past removal of oak trees in Cocoa Village without a Tree Board recommendation and City Council approval as provided in Appendix A, Article XIII, Sec. 22. Specifically, the P&Z Board determined that the exceptions related to the circumstances in which a Tree Board recommendation is required prior to removal of trees located in the city public right-of-way or on City-owned property needed to be examined to ensure that such exceptions are not interpreted and applied too broadly. After the P&Z Board concluded that a zoning amendment should be considered with respect to the Tree Board's role during the tree removal process applicable to City property, staff additionally presented amendments to other subsections of Article XIII, Sec. 22 for P&Z Board consideration, which had not been substantively amended since October 1984.

The proposed draft amendments to the Landscape Requirements, found in Article XIII, Section 22, are intended to: refine and emphasize the Tree Board's role when oak trees are removed on public property in the City; establish tree replacement standards for trees removed on public property in the

City; revise the circumstances in which tree removal permits are required; broaden the definition of a "tree" such that tree removal permits may be required; and enact additional "housekeeping" amendments to be consistent with other sections of the City Code. The following paragraphs further explain the proposed amendments by topic.

Tree Board's Duties and Responsibilities

The subsection establishing the Tree Board's duties and responsibilities is proposed to be revised to no longer require an annual tree comprehensive plan be presented to and approved by the City Council. The proposed amendment maintains the Tree Board's discretionary authority to investigate, develop and advise the city council regarding policies and standards relating to the care and removal of trees in parks, along streets, and in public areas.

In addition, the Tree Board currently must provide a recommendation to the City Council prior to removal or significant pruning of all trees located on the City public right-of-way or city owned property, with the following exceptions:

- Trees that are an immediate and serious threat to the public health, safety and welfare
- Dead trees
- Nuisance species
- Volunteer trees less than 4 inches in diameter at 4 ½ feet in height
- Trees that are part of a previously approved site plan
- Pruning of less than 30% of the canopy

The Tree Board's role with respect to the removal or significant pruning of trees on public right-of-way or city owned property is proposed to be limited to *oak trees only* rather than all trees. This is intended to focus the Tree Board's attention on the City's existing stock of oak trees, particularly in the historic Cocoa Village, which the Tree Board views as an important asset of the City.

Further, the exceptions related to when the Tree Board's recommendation is not required are proposed to be revised and narrowed in order to emphasize that oak trees should be removed without a Tree Board recommendation only when emergency removal is required to mitigate an *imminent threat* to the health, safety and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include photographs, approximate measurements of the tree, and distance to other structures. This information may be shared with the Tree Board post-removal.

Prior to this amendment, the term "hazardous tree" was undefined, though it was used in the ordinance. The amendment is intended to define this term, which includes trees that are reasonably expected to cause damage to persons or property or constitute a potential threat to the public health, safety, and welfare, which cannot be corrected by pruning or other reasonable preservation or preventative measure, as determined by the city arborist or an arborist certified by the International Society of Arboriculture. Trees posing an imminent threat to the public (for which no Tree Board recommendation is required prior to removal) should be distinguished from "hazardous trees," which may be considered to reasonably cause damage or constitute a "potential" threat. The Tree Board must be consulted for a recommendation prior to removal or significant pruning of a hazardous oak tree on public property unless it is an emergency situation posing an immediate threat to the health, safety, or welfare of the public. In other words, not all hazardous trees on public property qualify for removal without a Tree Board recommendation and City Council approval.

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All other exceptions to the circumstances when the Tree Board must be consulted prior to removal of a tree on public property are proposed to be revised to relate only to oak trees. In addition, a Tree Board recommendation shall not be required, not only when tree removal is authorized by a site plan, but also for all city council-approved construction, roadway, utility, or drainage projects.

Tree Replacement Standards

Tree replacement standards following removal are not proposed to be changed for private property. The proposed amendment provides that specimen trees removed by the City on public property or within the right-of-way and that are not within a building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or ISA-certified arborist. The Utilities and Public Works staff have raised concerns regarding the placement of trees in the right-of-way between the curb and the property line overtop of water and/or sewer lines, citing the damage to infrastructure often caused by tree root growth. To address this concern a “right-tree/right-place” approach to replacement trees will allow replacement trees to be planted in a location deemed most appropriate by the director of public works or his or her designee. Accordingly, the replacement tree is not required to be planted in the same location, but could be planted in another area of the City entirely.

The term “specimen tree” was not previously used, but means any hardwood tree not included on the list of nuisance trees having a trunk diameter 24 inches or greater as measured in diameter at breast height and 4 ½ feet above actual grade. Therefore, the replacement standards for trees removed on public property will only apply to large specimen trees. This replacement standard applies to all types and species of specimen trees. Specimen trees do not include dead, hazardous, or diseases trees, which need not be replaced. Nothing in this ordinance precludes the City from voluntarily replacing non-specimen trees. This amendment establishes minimum tree replacement standards on public property or within rights-of-way which did not previously exist.

Furthermore, where *oak* trees are removed on city owned property or within the city right-of-way, the tree board shall either make a recommendation regarding or approve the location and species of a replacement tree. Whether a recommendation or approval is made by the tree board depends upon whether the tree board is consulted prior to removal of the oak tree, in which case a recommendation regarding replacement will accompany a recommendation to the city council on removal, or is not consulted prior to removal, in which case an exception applied and the tree board will approve a replacement tree after removal has occurred.

Definition of “Tree”

Currently, a “tree” is defined as a woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall minimum height of 15 feet and having a trunk diameter of not less than 8 inches. This amendment proposes to reduce the trunk diameter requirement to 4 inches.

Application of Tree Protection and Preservation Requirements

Currently, single-family and duplex lots with structures that existed prior to the adoption of the ordinance, i.e., in October 1984, are exempt from the tree protection and preservation requirements of the City Code. Single-family and duplex lots with newer construction are not exempt. This

amendment proposes to equally exempt all single-family and duplex lots, regardless of the date of construction. All other vacant and undeveloped properties, open space areas of developed properties (except single-family and duplex lots), and public and private rights-of-way remain subject to the ordinance.

Tree Removal Permit Criteria

In the event that a tree is "removed," which includes removal, actual displacement, or effective displacement through damaging, or significant pruning, a tree removal permit is required. The amendment proposes to clarify the criteria to obtain a tree removal permit and the activities that are exempt from a tree removal permit.

Currently, there are no enumerated permit exemptions for tree removal activities. Because it is not practical to require a tree removal permit in many circumstances, the following tree removal activities are proposed to be exempted:

- Removal by the City or other governmental agency on public property or within the right-of-way (though a Tree Board recommendation and City Council approval is required for the removal of oak trees as provided above)
- Removal of dead trees
- Removal of nuisance species
- Emergency removal of a hazardous or seriously damages tree to mitigate an imminent threat. Prior to emergency removal, the imminent threat should be documented to include photographs of the tree, measurements of the height, spread, and diameter, and distance to structures
- Tree removal activities authorized and preempted by state or federal law
- Bona fide agricultural activity or trees planted specifically for silvicultural purposes
- Removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-approved construction project

Tree removal permits may be granted if a tree is hazardous (now a defined term), is severely diseased or injured, the trunk is located closer than 7 ½ feet to the foundation of an existing or proposed structure and it is not feasible to relocate the structure, is located closer than 10 feet from the foundation of an existing or proposed structure with an aggressive root structure, or is planned to be replaced elsewhere on the property pursuant to existing tree replacement standards.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies supports the proposed zoning text amendment:

> Policy 2.1.7.5: The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users.
>
> Policy 2.1.7.6: The City shall pursue grant opportunities for median landscaping and road beautification.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Community Development.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board unanimously recommended approval of the revised Landscape Ordinance to Council at its November 8, 2018 Planning and Zoning meeting.

The Council accepted the Planning and Zoning Boards recommendation to approve the revised Landscape Ordinance at first reading, during the November 28, 2018 Council meeting.

RECOMMENDED MOTION:
Ordinance No. 12-2018/Second Reading: Adopt the revised Landscape Ordinance.

ORDINANCE NO. 12-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XIII, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE LANDSCAPE REQUIREMENTS RELATED TO TREE PROTECTION AND PRESERVATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 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 update Appendix A, Article XIII, Section 22 of the Code of the City of Cocoa relating to tree protection and preservation standards, including the following: the definition of a "tree"; the circumstances in which tree removal permits are required; the criteria to obtain such permits; the exemptions for tree removal permits; the tree replacement standards for specimen trees removed by the city on public property or within the right-of-way; and the authority of the tree board; and

WHEREAS, additional housekeeping amendments shall be made to ensure consistency with the City Code; 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 XIII, Section 22, 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 XIII, Section 22. It is intended that the text in Appendix A, Article XIII, Section 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 XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. – Landscape Requirements.

(A) OBJECTIVES.

(1) To improve, protect and preserve the appearance, character, and value of the surrounding neighborhoods and thereby promote the general welfare and aesthetic qualities of the city.

(2) To create buffer areas between properties of different zoning classifications so as to reduce nuisances of incompatibilities between abutting land uses.

(3) To ensure the regeneration of oxygen.

(4) To provide for unpaved areas in order to retain storm water lost in run-off.

(5) To channelize vehicular and pedestrian movement within off-street paved areas into safer and more logical patterns.

(6) To preserve and protect the existing tree stock while encouraging replacement of deteriorating vegetation.

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

~~(1)~~ *Accessway:* A paved area intended to provide ingress and egress of vehicular traffic from a public right-of-way to an off-street parking or loading area.

~~(2)~~ *Bona fide agricultural purposes:* Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land. In determining whether the proposed agricultural uses of the land is bona fide, the following factors, though nonexclusive, shall be taken into consideration:

(a) The length of time the land will be utilized.

(b) Size of land, as it relates to specific agricultural use.

(c) Whether such land is under lease and if so, the effective length, terms and conditions of the lease.

(d) The manifested intent of the landowner to sell or convert the land for or to nonagricultural purposes.

(e) The proximity of the property to existing urban or metropolitan development.

(f) The productivity of land in its present use.

(g) Whether the property has qualified as a bond fide agricultural purpose within the meaning of Florida Statutes.

~~(3)~~ *Development:* The word "development" shall mean and refer to any proposed material change in the use of the character of the land, including, but not limited to, the placement of any structure or site improvement on the land. When appropriate to the context, development may refer to the act of issuing any building permit. A property shall be considered "developed" at that point in time when the building and site have received all required final inspection approvals.

~~(4)~~ *Encroachment:* The protrusion of a vehicle outside of a parking space, display area or accessway into landscaped area. (See Figure No. 1)

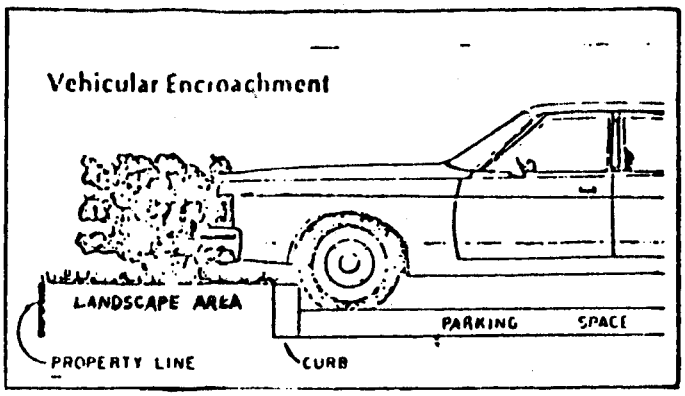


Figure No. 1

~~(5)~~ *Enforcement official:* The community services director, or his or her assigned designee.

Hazardous: Means a tree existing on a developed parcel of land or within the right-of-way, that due to its shape, location or growth pattern, which cannot be corrected by pruning or other reasonable preservation and/or preventative procedures, may cause or reasonably be expected to cause damage to persons or property and/or presents a potential threat to the health, safety, and welfare of the general public, as determined by the city arborist or an arborist certified by the International Society of Arboriculture.

~~(6)~~ *Landscaping:* Landscaping shall consist of, but not limited to, the following or combination thereof: Material such as, but not limited to, grass, ground cover, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paved surfaces.

~~(7)~~ *Landscape dividing strips:* Landscape areas containing ground cover, shrubs, and trees or other landscaping used to partition parking areas into individual bays. (See Figure No. 2)

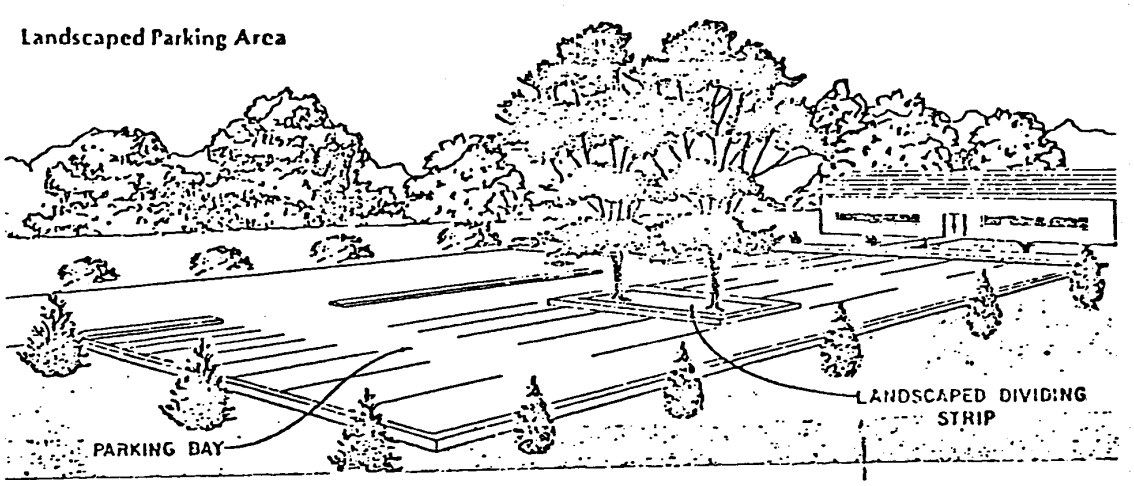


Figure No. 2

~~(8)~~ *Lot:* A parcel of land shown on a recorded plat with Brevard County Clerk of the Circuit Court or any piece of land described by deed in the Official Record Book of Brevard County.

~~(9)~~ *Parking area:* Any vehicular use area in which five (5) or more parking spaces are required.

~~(10)~~ *Person:* This shall include any individual, partnership, corporation, association or other legal entity, and shall include the plural, as well as the singular.

~~(11)~~ *Removal:* The term "removal" shall include remove, removing, actual displacement, effective displacement through damaging, or significant pruning.

~~(12)~~ *Right-of-way:* Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, public utilities, drainage facility, access for ingress/egress, or other purpose by the public, certain designated individuals, or governing bodies.

Specimen Tree: Any hardwood tree not included on the list of exempt trees in subsection (E)(7) herein having a trunk diameter twenty-four (24) inches or greater as measured diameter at breast height (d.b.h) or four and one-half (4 ½) feet above actual grade. Specimen trees shall not include dead, hazardous or diseased trees.

~~(13)~~ *Single-family or duplex lot:* A lot zoned for a single-family or two-family unit structure, or a nonconforming use of such nature.

~~(14)~~ *Site:* That parcel of land, lot, or lots for which a tree removal permit is sought.

~~(15)~~ *Tree:* A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of ~~not less than eight (8)~~

~~inches~~ four (4) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) ~~*Limits of application.*~~ The provisions of this subsection (E) shall apply to the following:

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots ~~with existing structures prior to the adoption of this ordinance~~.

(c) All public or private rights-of-way.

~~(d) All property where there is an addition, alteration, or intensification of land use affecting fifty percent (50%) or more of the development area, except developed single-family or duplex lots.~~

~~(e) The provisions and requirements of this ordinance shall not apply retroactively; however, all future development or applications shall be in compliance with this ordinance for the modified portion(s).~~

(2) *General requirements.*

(a) Except as provided in subsection (E)(3)(b) below, no ~~No~~ tree shall be removed ~~or significantly pruned~~ without first obtaining a tree removal permit. ~~that is a woody or fibrous perennial plant with an upright trunk which normally grows or is capable of growing to an overall height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of not less than eight (8) inches as measured diameter at breast height (d.b.h.), or four and one-half (4½) feet above actual grade. However, all oak trees (Quercus Spp.) with a d.b.h. of four (4) inches shall not be removed or pruned significantly.~~

(b) All subdivision plats and site plans shall be accompanied by a tree survey locating all trees outside the building envelope (structure and seven and one-half (7½) feet around perimeter). Trees on the survey shall be depicted as defined in this ordinance. Where applicable, trees can be indicated by general groups or clusters, with predominant species identified.

(3) *Permit requirements.*

(a) A letter requesting removal~~, alteration,~~ or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa. The enforcement official may grant permission for removal~~, alteration,~~ or destruction if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.

~~2. In an emergency situation (hurricane, fire, tornadoes, etc.).~~

~~3. Is in the best interest of the citizens of the City of Cocoa.~~

~~4. Is a bona fide agricultural activity or commercial plant nursery site.~~

2. Is severely diseased or severely injured.

3. The trunk of the tree is located closer than seven and one-half (7 ½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.

4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than 30 feet and it is not feasible to relocate the structure.

5. Trees that shall be replaced elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(4).

~~(b) No tree meeting the provisions of this ordinance is to be removed, altered, or destroyed pursuant to this ordinance unless a permit is obtained through the enforcement official of the City of Cocoa. A permit processing fee of ten dollars ($10.00) for the total property in question will be required from the applicant.~~

(b) The following tree removal activities are exempt from the permit requirements of this section:

1. Removal by the city or other governmental agency on public property or within the right-of-way.

2. Removal of dead trees.

3. Removal of species listed below in subsection (E)(7)(a) – (j).

4. Emergency removal of a hazardous or seriously damaged tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

5. Tree removal activities authorized and preempted by state or federal law.

6. Bona fide agricultural activity or commercial plant nursery site.

7. Trees planted specifically for silvicultural purposes provided the property owner can provide documentation to the city evidencing that: (i) the property is a silvicultural site recognized or inspected by the Florida Forest Service; and (ii) trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property has, or intends to, generate income from the harvested trees.

8. Tree removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-

approved construction project.

(4) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to relocate or replace trees being removed with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:

1. Existing tree coverage;
2. Number of trees to be removed on entire property;
3. Area to be covered with structures, parking, and driveways;
4. Topography and drainage of site and its environs;
5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.

(b) Whenever possible and practicable, trees should be replaced with the same species as those removed. Also, to encourage lower maintenance and water conservation, native species shall be used where possible.

(c) Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(5) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

(c) Clearing on an individual lot for which a valid building permit has been issued or on which a permanent structure exists.

(d) Clearing of land for bona fide agricultural purposes.

(e) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(f) Other land clearing as approved by the city council providing the following conditions are met:

1. All conditions of the permitting section are complied with.

2. All land to remain bare for a period greater than ninety (90) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(6) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(7) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) *Schinus terebinthifolius* (Brazilian Pepper).

(b) *Melaleuca quinquenervia* (Melaleuca, Cajeput).

(c) *Metopium toxiferum* (Poison Wood).

(d) *Casvarina equisetfolia*

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) *Casvarina glauca* (Brazilian Oak).

(f) *Melaleuca leucadendra* (Punk Tree).

(g) *Enterlobium cyclocarpum* (Ear Pod Tree).

(h) *Morus Rubra* (American Mulberry).

(i) *Melia azedarach* (Chinaberry).

(j) *Citrus trees.*

(8) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the City of Cocoa and may be so deemed by the enforcement official. If declared a nuisance, ~~the owner shall have thirty (30) days from the date of notification to remove said trees or the enforcement official may take such action to the city council pursuant to section 9-5 of the City of Cocoa Code.~~ the enforcement official shall, as provided in Section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in Section 6-903 of the Code.

(F) VARIANCES. Any person, firm, or corporation affected by this ordinance shall apply to the board of adjustment of the City of Cocoa for a variance from the requirements of this ordinance. Said application and variance procedure shall be in accordance with Appendix A, Zoning, of the Code of the City of Cocoa, Florida.

~~(G) APPEALS. Any person or persons, jointly or severally, aggrieved by any decision of the board of adjustment, may, within thirty (30) days after the public hearing at which the decision was rendered, but not thereafter, apply to a court of competent jurisdiction for appropriate relief.~~

(G~~H~~) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the City of Cocoa, Florida.

(H~~I~~) TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.

(1) *Duties and responsibilities.*

(a) ~~It shall be the responsibility of t~~ The tree board ~~to~~ may investigate, develop, and advise the city council regarding policies and standards relating to ~~study, investigate, counsel, develop, update annually, and administer a plan for~~ the care, preservation, ~~pruning,~~ planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas. ~~Such plan will be presented annually to the city council and, upon their acceptance and approval, shall constitute the official comprehensive tree plan for the City of Cocoa, Florida~~.

(b) The tree board, when requested by the City Council of the City of Cocoa, shall consider, investigate, make findings of fact, report, and make recommendations upon any special matter of questions coming within the scope of its duties.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) ~~Trees that are an immediate and serious threat to the public health, safety and welfare~~. The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

(2) Oak ~~T~~trees that are dead.

~~(3) Any undesirable/nuisance tree species, as listed in Ordinance No. 32-84, page 17, section 4-g, 1—10 [codified herein as app. A, art. XIII, § 22(E)(76)(a)—(j)].~~

(3~~4~~) Volunteer oak trees less than four (4) inches in diameter at four and one-half (4½) feet in height.

(4~~5~~) Oak ~~T~~trees that are part of a previously approved site plan or city council-approved construction, roadway, utility or drainage project.

(5~~6~~) Pruning of less than thirty percent (30%) of the canopy.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or

(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

*** * ***

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

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

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

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

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

_____

JAKE WILLIAMS, JR., Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

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

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Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003268575
Pymt Method Invoice
Net Amt: $147.04

Run Times: 1

Run Dates: 11/28/18

No. of Affidavits: 1

Text of Ad:

AD#3268575, 11/28/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Wednesday, December 12, 2018 in order to consider the following:

ZONING TEXT CHANGE --
ORDINANCE 12-2018
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XIII, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE LANDSCAPE REQUIREMENTS RELATED TO TREE PROTECTION AND PRESERVATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above and ordinances may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

A Daily Publication By:

FLORIDA TODAY
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A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

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

Notice Public Hearing

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

11/28/18

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

Swom to and Subscribed before me this 28th of November 2018, by who is personally known to me

Affiant

Notary

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KATHLEEN A GIBSON ★ NOTARY PUBLIC, STATE OF NEW JERSEY ★ MY COMMISSION EXPIRES DEC. 18 2019

AD#3268575, 11/28/2018
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Legislation Details (With Text)

File #:	18-625	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	11/30/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve with conditions The Cottages preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code in order to subdivide three (3) parcels totaling +/- 1.03 acres into eighteen (18) townhome lots. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pre-Subdiv plans - The Cottages 11-15-18 COTTAGES PLAT (11-16-18) Legal Ad Proof - 3 Pre-Subdivisions				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2018
Agenda Date: December 12, 2018
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve with conditions The Cottages preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code in order to subdivide three (3) parcels totaling +/- 1.03 acres into eighteen (18) townhome lots.

BACKGROUND:

The initial development concept plans of the subject site coincided with a project owned by the City diagonally across the Florida Avenue/Rosa L. Jones Drive intersection from the subject property. That property, 915 Florida Avenue (formerly known as the Oaks Mobile Home Park), was acquired by the City in January of 2016. In November 2017, Bass Fletcher Associates, Inc. were engaged to conduct a Highest and Best Use Analysis of the property. The study determined medium sized townhomes were the highest and best use of the property; In December 2017, the CRA voted to authorize staff to issue an RFP to seek redevelopment proposals for the property; the RFP was issued in January 2018. In April 2018, the CRA voted to recommend to the City Council the proposal submitted by The Villas of Cocoa Village. The applicant intends to contract with the developer of the Villas of Cocoa Village to co-develop the property prior to final plat approval.

The subject property contains 1.03 acres, more or less, and is located in the vicinity of the Northeast corner of Rosa Jones Drive and Florida Avenue. The applicant is proposing to subdivide the subject

property into 18 individual lots as depicted on the submitted preliminary subdivision plan. The preliminary plat also depicts dedicated tracts for drainage, utilities, sidewalk, ingress and egress that is part of the overall project.

The subject property currently lies in the CBD (Central Business District) zoning district. The developer of the property, 120 Barnacle Bay, LLC, is requesting approval for the 18-lot subdivision in order to construct a multiple family housing complex with townhome units with common site amenities.

The project was initially granted approval thru the use of a Developmental Agreement by City Council in October 2018. A Modification of the Development Agreement was approved by the City Council on November 28, 2018, which slightly modified some of the variances and waivers that were granted in the original Development Agreement. The Developmental Agreement is a legislative act allowing development to vary from the adopted land development regulations thru the Florida Municipal Home Rule Powers Act. A request for subdivision approval will be brought to City Council upon finding of final plat consistency with Florida Statutes.

Future Land Use Designation: Mixed Use

Zoning District: Central Business District - Cocoa Village Sub-district

Existing Land Use: Vacant Land

Council District: District 1 Councilman Alex Goins

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	(MU) Mixed Use	CBD	Commercial w/ Warehousing
South	(MU) Mixed Use	C-C	Commercial Retail
East	(MU) Mixed Use	CBD-CVO	Commercial Retail w/ Office Uses
West	(MU) Mixed Use	C-C	Commercial/ Utility

Preliminary Subdivision Analysis

Consistency with Code of the City of Cocoa
The purpose of Chapter 18 of the Code is to establish procedures and standards for the development and subdivision of real estate within the corporate limits of the city in an effort to, among other things, insure proper legal description, identification, monumentation and recording of real estate boundaries; further orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of vehicular traffic; provide suitable building sites which drain properly and are readily accessible to emergency vehicles; assure the installation of improvements; help conserve and protect the physical and economic resources of the city; and assure that land is developed in conformity with the land development plan of the city.

The subject property is in the Cocoa Waterfront Overlay District (CWOD) - Cocoa Village Sub-district. The project will be developed using the “Townhouse” building type from the CWOD regulations, as modified by the Development Agreement and the Modification of the Development Agreement.

The following variances and waivers were previously granted by the City Council through the Development Agreement and the Modification of the Development Agreement. All variances and waivers have been complied within the proposed preliminary plat or are included in the recommended conditions below.

a. The minimum lot depth permitted shall be 50.33 feet.

b. The minimum lot size permitted shall be 1100 square feet.

c. The lot coverage maximum shall be 95% of each lot.

d. The setback along Florida Avenue shall be 1 foot.

e. The minimum rear setback for each townhome lot shall be 5 feet, except for Lots 1 through 4, which shall have a minimum rear setback of 3 feet.

f. The minimum required frontage buildout percentage shall be 25%.

g. The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.

(b) Chapter 18 Subdivisions:

a. To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City Code as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;

b. Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and

c. Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

Staff concludes that the preliminary subdivision complies with all subdivision regulations of the City Code, as modified by the Development Agreement and the Modification of the Development Agreement, relating to the size of the lots, setbacks, public/private streets, drainage, amenities, walls and fences, landscaping, utilities, easements, etc.

Staff notes that Chapter 177, Florida Statutes, governing platting and subdivisions provides that all existing easements must be shown on the face of the plat. A Florida Power and Light easement exists over the proposed Lot 5, which is not shown on the plat. A condition of approval has been added below to address this easement.

Concurrency Management/Adequate Public Facilities

Section 15-22, Code of the City of Cocoa, provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to

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construction. The following preliminary concurrency analysis has been completed with respect to the preliminary plat:

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 18 lots, the projected demand on the wastewater system is 5,742 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service {LOS) for Stormwater Management is as follows:

Design Storm Event:	25-year frequency/24-hour duration event·
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 18 proposed dwelling units the overall demand is 5,166 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the last twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service {LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for Florida Avenue is 'D'.

The Space Coast TPO Traffic Counts Report for 2016 indicates that the segment from Rosa L. Jones Drive to SR520 is classified as an Urban Minor Arterial and has an average annual daily traffic trip count of 6,090. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 18 dwelling units, the development is projected to generate 175 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the

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Space Coast TPO, there is sufficient capacity on Florida Avenue to support this development.

An independent traffic study was conducted by a consultant hired by the developer. Their report was submitted with the subdivision application and estimates a total average daily trip count of 97 trips with an AM peak hour of 11 trips and a PM peak hour of 14 trips.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Next Steps
The Final Subdivision application will be heard once by the City Council. The Final Plat (component piece of the final subdivision application that legally creates the individual lots for each townhome) will be recorded in the Official Records of Brevard County.

STRATEGIC PLAN CONNECTION:

The proposed subdivision is consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the original Development Agreement at its special meeting on September 24, 2018, with a contingency to add an oak tree if possible.

Council approved the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane at the October 10, 2018 meeting.

The City Council approved a Modification to the Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. At the November 28, 2018 meeting and authorized the City Manager to execute the same.

The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions

at the December 5, 2018 meeting.

RECOMMENDED MOTION:

Accept the Planning & Zoning Board's recommendation of **approval** of the Preliminary Subdivision, with the following conditions:

1. Any unresolved review comments from City of Cocoa staff or its designated reviewers shall be addressed prior to Final Plat approval by City Council.

2. The creation of Lot 5 shall be conditioned upon the vacation of the Florida Power & Light easement, and should the vacation not occur, Lot 5 shall be removed from the plat, and the plat will be renumbered.

3. Tract A shall be owned, maintained and controlled by the Cottages at Cocoa Homeowner's Association for the purposes of private road, private stormwater management facilities, private walkways, common area, and recreational amenities. A perpetual easement shall be dedicated to the City of Cocoa over the entirety of Tract A for the purposes of emergency maintenance and inspection of such private facilities, but under no circumstances shall the City of Cocoa have any obligation, burden, responsibility, or liability to enter upon the subject property and take any action to repair or maintain a private system, facility, or amenity. Further, a perpetual public utility easement over the entirety of Tract A shall be dedicated to the City of Cocoa and other utility providers, as provided in the Development Agreement, for the purpose of installation, operation, and maintenance of public utilities.

4. The Cottages at Cocoa Homeowner's Association shall grant to the present and future owners of all lots and their guests and invitees, and to delivery, pick-up and fire protection services, police and other authorities of law, United States mail carriers, representatives of utilities, holders of mortgage liens on such lands, and such other persons as owners, their successors and assigns, may from time to time designate, a non-exclusive and perpetual right of ingress and egress over and across Tract A.

5. The applicant shall be required to provide updated title work within 30 days of the Planning and Zoning's Board's recommendation to the City Council.

6. The plat note related to Tract B shall be amended as necessary to reflect the maintenance responsibility of the sidewalk installed.

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THE COTTAGES AT COCOA VILLAGE

CITY OF COCOA, FLORIDA

DATE:

OCTOBER 1, 2018

PREPARED FOR:

120 BARNACLE BAY LLC

SITE DATA:

GENERAL STATEMENT

THIS PROJECT, LOCATED NEAR THE NORTH-EAST CORNER OF FLORIDA AVENUE AND ROSA L JONES DRIVE IN THE CITY OF COCOA, INCLUDES THE CONSTRUCTION OF A COMBINATION OF ONE, TWO AND THREE STORY TOWNHOME UNITS TO TOTAL 18 PROPOSED UNITS. AMONG OTHER ITEMS THE PROPOSED IMPROVEMENTS INCLUDE NEW WATER AND SEWER SERVICES CONNECTED TO THE EXISTING CITY OF COCOA INFRASTRUCTURE AND STORMWATER TREATMENT WITH A VOLUME DETERMINED BY THE CITY OF COCOA TO PROVIDE 1" OF TREATMENT VOLUME ACROSS THE SITE. PRIVATE DRIVEWAYS ARE PROPOSED FOR GARAGE ACCESS WHILE PRIVATE SIDEWALKS ARE INCLUDED TO ENHANCE THE PEDESTRIAN CONNECTIVITY. SIDEWALK AND STREETSCAPE IMPROVEMENTS HAVE BEEN INCLUDED ALONG FLORIDA AVENUE, ROSA L JONES DRIVE AND JOHN GARREN LANE AS APPROVED IN THE DEVELOPERS AGREEMENT.

CONTACT INFORMATION

OWNER
120 BARNACLE BAY, LLC
JOHN HALEY
P.O. BOX 410558
MELBOURNE, FL 32941
TEL: 321-427-6500
EMAIL: HALEYDEVCO@AOL.COM

CIVIL ENGINEER:
ERIN L. TRAUGER, P.E.
P.O. BOX 360253,
MELBOURNE, FL 32936-0253
TEL: 321-652-5316
E-MAIL: ERIN.TRAUGER@GMAIL.COM

SURVEYOR:
R.M.PACKARD AND ASSOCIATES
ROBERT PACKARD
197 BOUGAINVILLEA DRIVE STE D
ROCKLEDGE, FL 32955
TEL: 321-632-6335
EMAIL: PACKARDSURVEY@CFL.RR.COM

ARCHITECT:
PHIL KEAN DESIGNS
ROGER NEVES
912 WEST FAIRBANKS AVE
WINTER PARK, FL 32789
TEL: 407-599-3922
EMAIL: ROGER@PHILKEANDESIGNS.COM

SITE DATA

TOTAL ACREAGE: 1.04 ACRES
FUTURE LAND USE: MIXED USE
ZONING CLASSIFICATION: CBD
OVERLAY DISTRICT: COCOA WATERFRONT OVERLAY DISTRICT
F.I.R.M. #12009C 0430 G (3-14-14) FLOOD ZONE X
PARCEL ID : 2426326, 2426327, 2426328
TAX ACCOUNT NUMBER: 24-36-33-80-20-2, 24-36-33-80-20-4, 24-36-33-80-20-5

TOWNSHIP: 24
RANGE: 36
SECTION: 33

SITE ITEM DESCRIPTION:	ALLOWED	PROPOSED
DENSITY(UNITS/ACRE)	25	17.3
LOT SIZE (SQUARE FEET)	1600*	1100 MIN PER DEVELOPERS AGREEMENT
LOT WIDTH(FEET)	16*	20
LOT DEPTH(FEET)	80*	50.33 MIN PER DEVELOPERS AGREEMENT
LOT COVERAGE (PERCENT)	60*	95 MIN PER DEVELOPERS AGREEMENT
SETBACK FLORIDA AVE (FEET)	5/10*	1 MIN PER DEVELOPERS AGREEMENT
SETBACK ROSA JONES (FEET)	10/20*	20' MAX CAN BE EXCEEDED BY 60' MEASURED FROM ORIGINAL PROPERTY LINE
SETBACK JOHN GARREN (FEET)	5/10*	10
REAR SETBACK (FEET)	5	5

* - VALUES PROVIDED IN CITY OF COCOA CODE REQUIREMENTS

CALCULATED PROPOSED SITE COVERAGE	SF	ACRE	PERCENT
PROPOSED IMPERVIOUS:	32,967	0.76	73%
PROPOSED PERVIOUS:	12,336	0.28	27%
TOTAL GROSS AREA:	45,303	1.04	100%

VALUE OF EXISTING IMPERVIOUS HAS SITE IMPERVIOUS COVERAGE IS AT 85%
OVERALL IMPERVIOUS VALUE OF DEVELOPMENT NOT TO EXCEED ORIGINAL 85% COVERAGE

BUILDING DATA

BUILDING ITEM DESCRIPTION:	ALLOWED	PROPOSED
FLOOR TO AREA RATIO:	4.5 MAX	2.8
FLOOR AREA (SQUARE FEET):	600 MIN*	900
HEIGHT (FEET):	3 STORY MAX*	48', 3 STORY MAX WITH ROOFTOP PATIO PER DEVELOPERS AGREEMENT
LENGTH (FEET):	200 MAX	132.67
FRONTAGE BUILDOUT	90%*	25% PER DEVELOPERS AGREEMENT

* - VALUES PROVIDED IN CITY OF COCOA CODE REQUIREMENTS

PARKING SPACE CALCULATIONS

PARKING REQUIRED:
TOWNHOME PARKING REQUIREMENTS ARE 2 SPACES PER UNIT
18 UNITS AT 2 SPACES PER UNIT= 36 SPACES
PARKING PROVIDED:
2 PARKING SPACES PER TOWNHOME INCLUDING TWO GARAGE SPACES FOR EACH UNIT
TOTAL SPACES :
36 SPACES REQUIRED
36 SPACES PROVIDED

FIRE FLOW CALCULATIONS

CONSTRUCTION TYPE: V
NEW BUILDING: 1,100 TO 2,800 SF
FIRE FLOW RATE, PER FFPC TABLE 18.4.5.1.2: 1,500 GPM
NUMBER OF HYDRANTS: 3 EXISTING FIRE HYDRANT NEAR SITE AS SHOWN ABOVE
1 PROPOSED FIRE HYDRANT AT NORTHEAST CORNER OF SITE

STORMWATER CALCULATIONS

REQUIRED STORMWATER TREATMENT VOLUME = TOTAL AREA x 1 INCH = 1.05 AC x $\frac{1}{12}$ FT X 43,560SF/AC = 3,775 CUBIC FEET
PROVIDED TREATMENT VOLUME = 3,932 CUBIC FEET

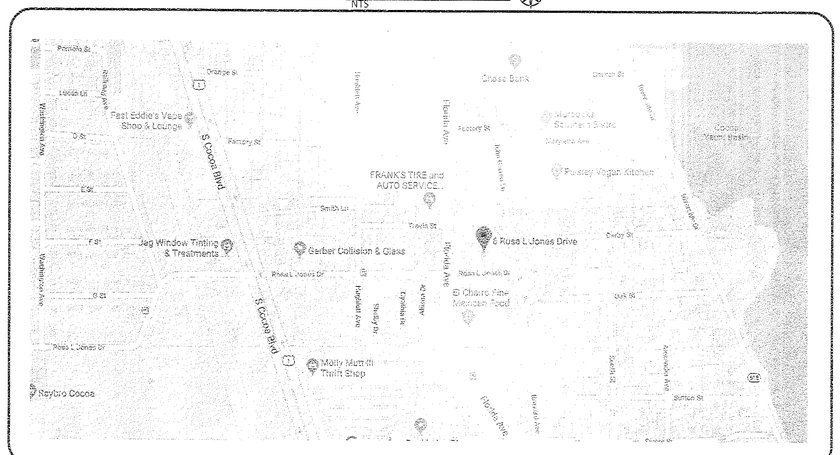
Stage/Storage Volume of Dry Retention Pond:

Elevation (Feet)	Area (Sq. Ft.)	Avg. Area (Sq. Ft.)	Volume (Cu. Ft.)	Sum. Volume (Cu. Ft.)
26.00	2,979		294	4,226
		2,944		
25.90	2,909		3,932	3,932
		2,383		
24.25	1,857		0	0

⚠1

VICINITY MAP:

NTS



LEGAL DESCRIPTION:

DESCRIPTION (AS FURNISHED):

LOTS 2, 3, 4, 5 AND 6, BLOCK 20, "TRAVIS' ADDITION TO COCOA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1. PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
TOGETHER WITH THAT PORTION OF A VACATED STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN ON THE NORTH LINE OF POINSETT DRIVE, AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 20 OF "TRAVIS' ADDITION TO COCOA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE NORTH LINE OF POINSETT DRIVE, EAST, 50 FEET TO THE WEST LINE OF THE OLD RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUN THE WEST LINE OF SAID RIGHT OF WAY, NORTHWESTERLY, TO IT'S INTERSECTION WITH A PROLONGATION WITH THE NORTH LINE OF LOT 2, BLOCK 20 OF "TRAVIS' ADDITION TO COCOA" AFORESAID; THENCE RUN THE PROLONGATION OF THE NORTH LINE OF SAID LOT 2 AFORESAID, WEST, 50 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE RUN THE EAST LINE OF SAID LOT 2 AFORESAID, SOUTHEASTERLY, TO THE POINT OF BEGINNING.

INDEX OF DRAWINGS:

DRAWING NO.	DESCRIPTION	
C-1	COVER SHEET	
C-2	EXISTING CONDITION AND DEMOLITION PLAN	
C-3	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	
C-4	SITE AND DIMENSION	
C-5	UTILITY PLAN	
C-6	PAVING AND GRADING AND DRAINAGE PLAN	
C-7-8A,B	SITE DETAILS	
C-9-11	WATER DETAILS AND COCOA TECHNICAL PROVISIONS	
C-12	SEWER DETAILS	⚠1
C-13	SPECIFICATIONS	
L-1	LANDSCAPE PLAN	

CIVIL LEGEND:

DESCRIPTION	
DEMOLITION	
SILT FENCE	—SF—
BUILDING OR STRUCTURE	
CONCRETE SIDEWALK/CONCRETE DRIVE	
ASPHALT DRIVE	
PAVER SURFACE (PERVIOUS PAVEDRAIN ONLY IN ROW)	
MILL AND RESURFACE ⚠1	
PROPOSED WATER LINE WITH FIRE HYDRANT	6" W
PROPOSED WATER LINE WITH SINGLE SERVICE	6" W
PROPOSED SEWER LINE	8" SS
PROPOSED SEWER LINE WITH DOUBLE SERVICE	
PROPOSED SEWER LINE WITH SINGLE SERVICE AND CLEAN OUT	
STORMWATER INLET AND ADS PIPE	
STORMWATER POND CONTOUR	
SPOT ELEVATION	11.80
SWALE OR FLOW DIRECTION	
DEMO TREE FOR REMOVAL	8"
PRESERVE EXISTING TREE ⚠1	
ONSITE BOLLARD LIGHT	
CITY STREETSCAPE LIGHT POLE	

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

ERIN TRAUGER CONSULTING ENGINEER
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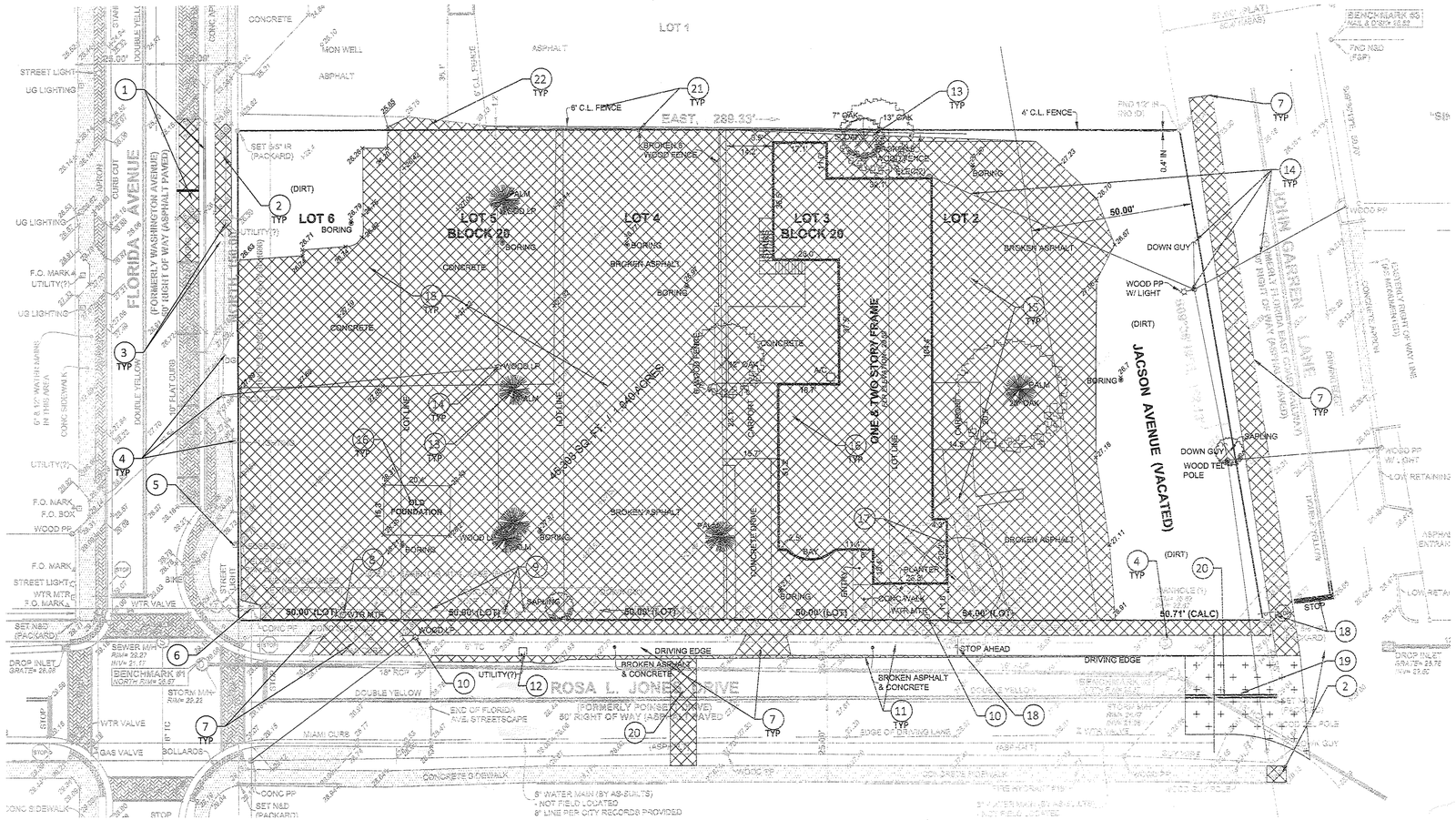
THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

COVER SHEET

ERIN L. TRAUGER — LICENSE — No. 66576 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
ERIN M TRAUGER FL P.E. #66576

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO.
C-1
PROJECT: 17-108



EXISTING CONDITIONS AND DEMOLITION PLAN

1"=20'

GENERAL NOTES: (ALL DRAWINGS)

1. SEE TYPICAL DETAILS ON FOLLOWING SHEETS FOR ADDITIONAL CONSTRUCTION DETAIL INFORMATION.
2. CONTRACTOR SHALL BECOME FAMILIAR AND COMPLY WITH ALL PERMITS AND PERMIT CONDITIONS.
3. ALL AREAS DISTURBED OFF-SITE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION THAN PRE-CONSTRUCTION WITH SAME TYPE OF SOD AS EXISTING.
4. CONTRACTOR SHALL COMPLY WITH ALL RECOMMENDATIONS OF KSM ENGINEERING SUBSURFACE EXPLORATION REPORT FOR THIS SITE. CONTRACTOR SHALL OBTAIN FROM ENGINEER OF RECORD OR THE GEOTECHNICAL COMPANY.
5. SLOPE ALL SIDEWALKS TO FLOW AWAY FROM BUILDING WITH MAXIMUM 2% CROSS SLOPE.
6. PROVIDE CONSTANT SLOPE BETWEEN ALL SPOT ELEVATIONS.
7. UTILITY LENGTHS ARE APPROXIMATE BASED ON FIELD OBSERVATIONS SURVEYOR DRAWINGS AND AS-BUILD INFORMATION PROVIDED BY THE CITY.
8. NOTIFY ENGINEER MINIMUM 72 HOURS (WEEKDAYS)PRIOR TO MAKING UTILITY CONNECTIONS OR BACK FILLING UTILITY TRENCHES FOR INSPECTION. IF NOT NOTIFIED, CONTRACTOR SHALL EXPOSE LINES PER ENGINEER'S REQUEST FOR INSPECTIONS.
9. ALL TRAFFIC SIGNS SHALL BE INSTALLED PER STANDARD FDOT INDEX NOS. 700-010 AND 700-101.
10. ALL RADII ARE 5' UNLESS IDENTIFIED OTHERWISE.
11. PROVIDE 36" LONG TRANSITION WITH CONSTANT SLOPE FROM TOP OF CURB TO GRADE AT TERMINATION POINT OF CURBS.
12. ALL DIMENSIONS ARE TO FACE OF CURB.
13. CONTRACTOR SHALL CLEAR AND GRUB ALL VEGETATION ON-SITE EXCEPT TREES SHOWN TO REMAIN ON THIS PLAN OR LANDSCAPE PLANS.
14. PROVIDE SILT FENCE ALONG ENTIRE PERIMETER OF PROJECT AREA EXCLUDING ENTRANCE DRIVEWAYS OR AS SHOWN ON DRAWING C-3.
15. GARBAGE SHALL BE CURBSIDE PICK UP AS APPROVED BY WASTE MANAGEMENT. ASSOCIATION DOCUMENTS TO DETAIL CONTAINERS TO REMAIN IN GARAGE EXCEPT FOR TRASH PICK UP TIMEFRAMES. CURBSIDE PICKUP TO BE OFF OF ROSA L JONES DRIVE FOR LOTS 1-4, OFF OF THE INTERNAL DRIVE FOR LOTS 5-14 AND OFF OF JOHN GARREN LANE FOR LOTS15-18 PER FIELD MEETING DISCUSSION WITH WASTE MANAGMENT STAFF. ⚠
16. ALL WASTE SHALL BE DISPOSED OF OFF-SITE IN A SAFE AND LEGAL MANNER UNLESS OWNER SPECIFICALLY REQUESTS OTHERWISE.
17. FOR DEMOLITION OF ALL ASPHALT AND CONCRETE MATERIALS, SAWCUT EDGES FOR SMOOTH STRAIGHT EDGE. ALSO SAWCUT ALL EXISTING PAVEMENT EDGES FOR SMOOTH STRAIGHT EDGE AT ALL TIE-IN POINTS WITH NEW PAVEMENT OR CONCRETE.
18. PROVIDE HANDICAP ACCESSIBLE CONNECTION WITH TRUNCATED DOMES AT TERMINATION POINT OF ALL SIDEWALKS ADJACENT TO DRIVING LANES WITHIN COUNTY OR CITY RIGHTS-OF-WAY PER FDOT STANDARD INDEX NO. 522-002.
19. CONTRACTOR SHALL VERIFY ON-SITE PRIOR TO BIDDING WORK THE FULL EXTENT OF DEMOLITION REQUIRED BASED ON SITE PLAN CONSTRUCTION DRAWINGS. ALL ITEMS SHALL BE INCLUDED IN BASE BID.
20. REMOVE ALL ABOVE GROUND IMPROVEMENTS IN AREAS SHOWN FOR DEMOLITION UNLESS SPECIFICALLY IDENTIFIED OTHERWISE.
21. SEE ARCHITECTURAL DRAWINGS FOR BUILDING LAYOUTS AND MECHANICAL/PLUMBING DRAWINGS FOR EXACT UTILITY CONNECTION LOCATIONS.
22. ALL SLOPES 4H:1V OR STEEPER SHALL BE SODDED. ALL SLOPES STEEPER THEN 3H:1V SHALL BE SODDED AND STAKED.
23. CONTRACTOR SHALL PROVIDE ALL FITTINGS REQUIRED TO INSTALL UTILITIES PER PLAN.
24. CONTACT UNDERGROUND UTILITIES LOCATE BEFORE COMMENCING ANY DIGGING A MINIMUM OF 48 HOURS IN ADVANCE AT 811.
25. SUBMIT PROPOSED JOINT PLAN TO ENGINEER A MINIMUM OF ONE WEEK PRIOR TO POURING CONCRETE PAVEMENT FOR APPROVAL OR MODIFICATIONS.
26. VERIFY THAT THE LANDSCAPE WORK IS COORDINATED WITH ALL UTILITIES AND STORMWATER SYSTEMS. A MINIMUM OF FIVE (5) FOOT HORIZONTAL SEPARATION BETWEEN TREES AND BURIED, AERIAL, OR GRADE-MOUNTED UTILITY SYSTEMS IS REQUIRED.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC ROADWAYS, EASEMENTS, CURBS, SIDEWALKS, DRAINAGE SYSTEM, BENCHMARKS, OR UTILITIES AS A DIRECT RESULT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL BOUNDARY CORNERS AND BENCHMARKS DISTURBED OR DESTROYED DURING CONSTRUCTION REPLACED BY A FLORIDA LICENSED LAND SURVEYOR.
28. ALL EXCAVATIONS OF GREATER DEPTH THAN 5' SHALL COMPLY WITH THE CURRENT OSHA TRENCH SAFETY STANDARDS 29 C.F.R. s. 1926.650 SUBPART P. ANY EXCAVATION WITHIN THE CLEARZONE SHALL ALSO COMPLY WITH ALL WARNING AND/OR BARRIER REQUIREMENTS OF FDOT INDEX NO. 102-600.
29. STORM DRAIN CLEAN OUT SHALL MATCH SANITARY SEWER CLEAN OUT.
30. ENGINEER OF RECORD DOES NOT WARRANT THE ACCURACY OF THE RECORD SURVEY.
31. GRADING ADJACENT TO BUILDINGS SHALL BE 6" BELOW FINISHED FLOOR UNLESS IDENTIFIED OTHERWISE BY ARCHITECT OR ON GRADING PLANS.
32. PROVIDE TRUNCATED DOMES IN RIGHT-OF-WAYS ONLY AND TACTILE SURFACE PER FLORIDA BUILDING CODE REQUIREMENTS ON SITE AND IN RIGHT OF WAY.
33. ALL STORMWATER PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENT THROUGH THE JOINTS. REFER TO THE MOST RECENT FDOT INDEX FOR PIPE JOINT DETAIL AND SPECIFICATION.
34. MAINTENANCE ASSOCIATION TO COMPLETE MAINTENANCE INSPECTIONS QUARTERLY AND AFTER EACH RAIN EVENT TO ENSURE ALL YARD DRAINS, BUBBLE UP STORM STRUCTURES, THE CURB INLET AND THE OVERFLOW STRUCTURE ARE NOT CLOGGED OR BLOCKED BY DEBRIS. IF THE SYSTEM IS FOUND AND THERE APPEARS TO BE SILTATION OR DEBRIS BLOCKING FLOWS, MAINTENANCE WILL BE COMPLETED BY THE PROPERTY OWNER IN THE FORM OF DEBRIS REMOVAL AND VACUUM TRUCK SERVICE FOR SILT REMOVAL.
35. LANDSCAPING AND BUFFERING SHALL BE IN ACCORDANCE WITH ARTICLE XIII AND OTHER APPLICABLE ZOING AND CODE REQUIREMENTS. ⚠
36. STORMWATER FOR THE SITE PROVIDES 1" OF TREATMENT VOLUME CALCULATED OVER THE SITE OF 1.06 AC. ALL DRAINAGE SYSTEMS WILL BE PRIVATELY MAINTAINED ON-SITE AND NOT MAINTAINED BY CITY OF COCOA.
37. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEMS.
38. ALL SEWER COLLECTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WASTEWATER COLLECTION SYSTEMS.
39. ALL SIGNS TO BE SHEETED WITH HIGH-INTENSITY OR BETTER REFLECTIVE SHEETING.
40. ANY DEBRIS ENTERING THE CITY SEWER SYSTEM WILL NEED TO BE REMOVED AT THE CONTRACTORS EXPENSE.
41. THERE WILL BE NO METER BOXES, OR VALVE BOXES IN EXISTING OR PROPOSED SIDEWALK AREAS.
42. IF THE SEPARATION BETWEEN A STORM PIPE AND SEWER LINE WITH STORM ABOVE SEWER IS LESS THAN 18", THE SEWER PIPE MUST BE UPGRADED WITH A 20' STICK OF C-900 GREEN IN COLOR. CONCRETE SADDLES MUST SUPPORT THE STORM PIPE.
43. MAXIMUM ELEVATION CHANGE AT THE ACCESSIBLE DOORS SHALL NOT EXCEED 1/4".
44. ALL INVASIVE AND NON-NATIVE TREES MUST BE REMOVED.
45. IF 3' OF COVER CANNOT BE MAINTAINED OVER THE SANITARY SEWER LINE, THE SEWER LINE MUST BE UPGRADED TO C-900 GREEN IN COLOR.
46. THIS IS A PRIVATE SEWER SYSTEM. THE CITY'S POINT OF ACCEPTANCE IS THE CLEANOUT NEAR THE PROPERTY LINE.
47. ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE ACCORDANCE WITH CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING AND DRAINAGE SYSTEMS.
48. MECHANICAL JOINT RESTRAINTS SHALL BE INSTALLED AT ALL CONNECTIONS, ON ANY BENDS, TEES, AND FIRE HYDRANTS.
49. IRRIGATION HEADS TO BE SHOWN AS PURPLE IN COLOR.
50. RECLAIMED WATER SIGNS TO BE DISPLAYED IN BOTH ENGLISH AND SPANISH. IRRIGATION SYSTEM TO BE DESIGNED AND PERMITTED BY LANDSCAPE CONTRACTOR WITH CITY OF COCOA PRIOR TO CONSTRUCTION COMMENCEMENT OR MATERIAL ORDER.
51. ALL SIDEWALK AND CURBS ARE TO BE STRAIGHT CUTS.
52. ALL PROPOSED SIGNAGE, FENCING (VISUAL SCREENING) AND RETAINING WALLS SHALL REQUIRED SEPARATE PERMITTING AND SHALL MEET ALL CITY OF COCOA BUILDING DEPARTMENT REGULATIONS.
53. ALL PROPOSED CONSTRUCTION WORK IN THE RIGHT OF WAY SHALL REQUIRE CITY OF COCOA ENGINEERING DEPARTMENT APPROVAL.
54. A UTILITY CONTRACTOR WILL BE REQUIRED FOR WATER SERVICE LINE INSTALLATION. TAPPING CONTRACTOR FOR WATER MAIN SHALL BE ACCEPTABLE TO CITY OF COCOA.
55. CITY OF COCOA WILL INSTALL METERS AFTER ACCEPTANCE OF WATER LINE BY FDEP AND CITY OF COCOA. CONTRACTOR IS RESPONSIBLE FOR PAYMENT FOR METER.
56. ALL WATER LINES SHALL BE SWABBED OR RIGGED PER CITY OF COCOA STANDARDS.
57. CONTRACTOR AND BUILDER WILL NEED TO PROVIDE DETAILS AND INFORMATION FOR TWO-WAY COMMUNICATION ENHANCEMENT SYSTEM REQUIRED FOR ALL NEW BUILDINGS AS REQUIRED PER FLORIDA PREVENTION CODE, NFPA 1 FIRE CODE FLORIDA EDITION, CHAPTER 10 SECTION 10.10 AND NFPA 1221, NFPA 72. SYSTEM WILL REQUIRE SEPARATE PERMIT BY OTHERS.
58. DURING BUILDING CONSTRUCTION CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PARTS OF THE SITE, PROVIDE FIRE EXTINGUISHERS IN DESIGNATED AREAS, ACCUMULATIONS OF COMBUSTIBLE WASTE MATERIAL, DUST, AND DEBRIS SHALL BE REMOVED FROM THE STRUCTURES AN THEIR IMMEDIATE VICINITY AT THE END OF EACH WORK SHIFT. ANY SECURITY FENCES AND GATES SHALL HAVE A KNOX LOCK SO FIRE DEPARTMENT PERSONNEL CAN ACCESS THE PROPERTY. APPLICATION FOR KEY LOCK MAY BE OBTAINED BY THE FIRE INSPECTOR.
59. UNDERGROUND WATER MAINS AND HYDRANTS SHALL BE AVAILABLE PRIOR TO ⚠ COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE.

CIVIL NOTES:

1. SAWCUT AND REMOVE CURB AND PAVERS AS NECESSARY TO MAKE NEW FLUSH DRIVEWAY CONNECTION. DO NOT DISTURB MAINLINE BASE. CONTACT CITY OF COCOA PUBLIC WORKS TO CONFIRM EXTENT OF PAVER REMOVAL PRIOR TO DEMOLITION, CONSTRUCTION OR MATERIAL ORDER.
2. REMOVE EXISTING SIDEWALK TO EXTENT NECESSARY FOR NEW DRIVEWAY, SIDEWALK AND RAMP CONSTRUCTION. REMOVE FROM JOINT TO JOINT AS DISTANCE IS NECESSARY TO MEET HANDICAP ACCESSIBLE CONSTRUCTION. SAWCUT FOR SMOOTH STRAIGHT EDGE. PROVIDE PEDESTRIAN MAINTENANCE OF TRAFFIC PLAN TO CITY OF COCOA PRIOR TO CONSTRUCTION FOR SIDEWALKS MODIFICATIONS AND MINIMIZE DOWNTIME OF SIDEWALKS.
3. RELOCATE EXISTING STREETSCAPE IMPACTED BY PROPOSED IMPROVEMENTS INCLUDING CRAPE MYRTLES, ASSOCIATED TREE WELL IMPROVEMENTS, IRRIGATION AND LIGHTING/ELECTRICAL AS NECESSARY FOR RIGHT OF WAY IMPROVEMENTS. CONTACT ENGINEER OF RECORD AND CITY OF COCOA IF ANY UNANTICIPATED UTILITIES ARE ENCOUNTERED. ⚠
4. PROTECT AND MAINTAIN EXISTING UTILITIES IN RIGHT-OF-WAY. CONTRACTOR TO TAKE CARE IN AREA OF POWER POLES AND GUY WIRES. CONTACT UTILITY OWNER FOR COORDINATION. FLORIDA POWER AND LIGHT EASEMENT ON-SITE IN AREA OF LOT 5 TO BE VACATED PRIOR TO CONSTRUCTION.
5. PROTECT AND MAINTAIN EXISTING IRRIGATION CONNECTION AND TREE THROUGHOUT CONSTRUCTION.
6. CONTRACTOR TO TAKE EXTREME CARE IN DEMOLITION EFFORTS IN AREA OF POWER POLES.
7. SAWCUT AND REMOVE SIDEWALK AND ASPHALT AS NECESSARY TO MAKE NEW FLUSH DRIVEWAY CONNECTIONS. DO NOT DISTURB MAINLINE BASE. REMOVE SIDEWALK FROM JOINT TO JOINT. PROVIDE PEDESTRIAN AND VEHICLE MAINTENANCE OF TRAFFIC PLAN TO THE CITY OF COCOA PRIOR TO CONSTRUCTION.
8. REMOVE EXISTING WATER METER AND ALL ASSOCIATED UNDERGROUND WATER LINE PIPING. CUT AND CAP EXISTING LINE AT PROPERTY LINE AND RETURN METER OR FEE CREDIT TO OWNER.
9. PROTECT AND MAINTAIN EXISTING GUY WIRES AND GUY POLE. CONTRACTOR TO TAKE CARE DURING TREE REMOVAL. CONTACT FLORIDA POWER LIGHT FOR COORDINATION.
10. REMOVE AND RELOCATE EXISTING LIGHT POLE AND ASSOCIATED OVERHEAD WIRES. CONTRACTOR TO CONFIRM NO ADDITIONAL POWER SERVICES INCLUDED FROM POLE. SEE STREETSCAPE IMPROVEMENTS FOR NEW LIGHT POLE LOCATIONS. CONTACT FLORIDA POWER AND LIGHT FOR COORDINATION OF REMOVAL AND RELOCATION.
11. SAWCUT AND REMOVE ASPHALT AS NECESSARY FOR NEW FLUSH PARALLEL PARKING SPACE CONNECTIONS, INCLUDE REMOVAL OF BROKEN ASPHALT AND CONCRETE ALONG RIGHT OF WAY ALONG PROPERTY LINE. CONTRACTOR TO INSPECT PRIOR TO CONSTRUCTION TO DETERMINE EXTENT OF REMOVAL REQUIRED. DO NOT DISTURB MAINLINE BASE.
12. RELOCATE EXISTING UTILITY AND ACCESS VAULT TO EAST OUT OF PROPOSED DRIVEWAY CONTRACTOR TO COORDINATE UTILITY SHIFT WITH CITY OF COCOA PRIOR TO CONSTRUCTION FOR APPROVAL OF TIMING. ⚠
13. REMOVE TREE AND ROOTS IN ITS ENTIRETY.
14. REMOVE EXISTING LIGHT AND POWER POLES ONSITE INCLUDING ASSOCIATED GUY WIRES AND REMAINING ELECTRICAL SERVICES FROM EXISTING DEVELOPMENT. CONTRACTOR TO CONFIRM NO ADDITIONAL SERVICES OFFSITE ARE IMPACTED BY REMOVAL. CONTACT FLORIDA POWER AND LIGHT FOR COORDINATION. SEE ELECTRICAL DRAWINGS FOR UPDATED ELECTRICAL DETAILS AND SPECIFICATIONS.
15. REMOVE ONSITE PAVEMENT SECTIONS AND SIDEWALK SECTIONS IN THEIR ENTIRETY IN ORDER TO PROVIDE FOR CONSTRUCTION OF NEW IMPROVEMENTS. CONTACT GEOTECHNICAL ENGINEER TO CONFIRM EXTENT OF REMOVAL FOR PROPOSED CONSTRUCTION. REMOVAL OF ANY CONFINING SECTIONS OF SOILS SHALL BE REMOVED IN AREA OF STORMWATER TO REACH SOILS WITH HIGHER PERCOLATION RATE OF MINIMUM 40 FEET PER DAY AS WAS IDENTIFIED IN SITU. FULL DEPTH SECTION TO BE REMOVED IN AREA OF RE-VEGETATION.
16. REMOVE EXISTING BUILDING AND FOUNDATION SECTIONS AND ALL ASSOCIATED SERVICES TO ACCOMMODATE PROPOSED CONSTRUCTION. FULL DEPTH SECTION TO BE REMOVED IN AREA OF RE-VEGETATION. CONTACT GEOTECHNICAL ENGINEER TO CONFIRM EXTENT OF REMOVAL FOR PROPOSED CONSTRUCTION. ⚠
17. PROTECT AND MAINTAIN EXISTING 26" OAK TREE. SEE TREE PROTECTION DETAIL ON DRAWING C-7.
18. REMOVE AND RELOCATE EXISTING SIGNAGE AND STRIPING IN RIGHT-OF-WAY. SEE PROPOSED IMPROVEMENTS ON SITE PLAN.
19. MILL AREA AS NECESSARY TO COMPLETE RESURFACE OF AREA IMPACTED BY UTILITY INSTALLATION. PROVIDE VEHICULAR AND PEDESTRIAN MOT TO CITY OF COCOA FOR APPROVAL PRIOR TO CONSTRUCTION.
20. OPEN CUT AND PATCH AS NECESSARY FOR INSTALLATION OF WATER LINE CONNECTIONS. SEE UTILITY PLAN AND DETAILS FOR ADDITIONAL INFORMATION. PROVIDE VEHICULAR AND PEDESTRIAN MOT TO CITY OF COCOA FOR APPROVAL PRIOR TO CONSTRUCTION. ⚠
21. CONTACT ADJACENT NEIGHBOR TO COORDINATE APPROVAL AND EXTENT OF FENCE REMOVAL FOR CONSTRUCTION OF NEW FENCE ALONG PROPERTY LINE.
22. CONTACT ADJACENT NEIGHBOR TO COORDINATE APPROVAL AND EXTENT OF PAVEMENT REMOVAL FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS.

SURVEYORS NOTES: (ALL DRAWINGS)

SURVEY NOTES:

BEARING STRUCTURE - BASED ON AN ASSUMED MERIDIAN FOR COMPUTATIONAL PURPOSES. SPECIFICALLY, THE RIGHT OF WAY LINE OF ROSA L. JONES DRIVE = A BEARING OF "WEST".

ELEVATIONS - BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD OF '88) AS REFERENCED TO BREVARD COUNTY GPS MONUMENT #5080 DAVIS / NGS #DG8796, ELEVATION= 18.07.

UNDERGROUND UTILITIES - THE INFORMATION SHOWN IS BASED ON FIELD LOCATIONS OF VISIBLE FACILITIES (I.E., MANHOLES, VALVES, INLETS, ETC.), ACCESSIBLE STRUCTURES (I.E., VIA INLETS, MANHOLES) AND AS-BUILT DOCUMENTATION PROVIDED BY THE CITY OF COCOA.
NOTE - ELEVATIONS TO SOME STRUCTURES WERE INACCESSIBLE DUE TO TRAFFIC.
NOTE - ALL UNDER-GROUND UTILITY LOCATIONS MUST BE CONFIRMED PRIOR TO ANY EXCAVATION / CONSTRUCTION.

EASEMENTS - NONE SPECIFIED BY PLAT.

PROPERTY ADDRESS - 6 ROSA L. JONES DRIVE, COCOA, FLORIDA 32922

FLORIDA AVENUE - FORMERLY KNOWN AS WASHINGTON AVENUE, STATE ROAD NO. 4 AND STATE ROAD NO. 5 IS DEDICATED BY PLAT OF "S.F. TRAVIS' ADDITION TO COCOA" (PLAT BOOK 1, PAGE 71).

ROSA L. JONES - FORMERLY POINSETT DRIVE WAS AN UN-NAMED STREET DEDICATED BY PLAT OF "S.F. TRAVIS' ADDITION TO COCOA" (PLAT BOOK 1, PAGE 71).

JOHN GARREN LANE - RIGHT OF WAY DOCUMENTED BY FLORIDA EAST COAST RAILWAY MAP #V.2/6 L.1&2, DATED DECEMBER 31, 1927, PLAT OF "S.F. TRAVIS' ADDITION TO COCOA (PLAT BOOK 1, PAGE 71); AND "SINGLETON'S 2ND ADDITION TO COCOA" (PLAT BOOK 1, PAGE 28).

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS RESTRICTIONS, COVENANTS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

SURVEYORS LEGEND: (ALL DRAWINGS)

GENERAL NOTES:

A) **MONUMENTATION** - POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH RED PLASTIC CAPS OR METAL DISKS STAMPED "PACKARD / LS #6657".
B) **IMPROVEMENTS / UTILITIES** - ONLY VISIBLE, ABOVE-GROUND FEATURES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, SPRINKLER SYSTEMS, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED (UNLESS OTHERWISE NOTED).
C) **FENCING** - DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN.
D) **EASEMENTS** - THOSE DEPICTED (IF ANY) ARE REFERENCED TO THE SUBDIVISION RECORD PLAT, DEED, TITLE POLICY (IF FURNISHED) OR AS PROVIDED. A TITLE SEARCH FOR EASEMENTS, RIGHTS OF WAY AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THIS SURVEYOR.
E) **POOLS** - IF DEPICTED, REPRESENT A GENERAL CONFIGURATION ONLY.
F) **RESERVATION** - UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

AIC	= AIR CONDITIONING UNIT	FM	= FORCE MAIN (SEWER)	P/L	= PROPERTY LINE
ARC	= LENGTH OF CURVE	FND	= FOUND (FOR MONUMENTATION)	PCC	= POINT OF COMPUND CURVATURE
BM	= BENCHMARK	FPR	= FIXED POINT OF REFERENCE	PCH	= PORCH
C&G	= CURB & GUTTER	GAS	= GAS LINE OR MAIN	PCP	= PERMANENT CONTROL POINT
CL	= CENTERLINE	HYD	= HYDRANT	PI	= POINT OF INTERSECTION
CBS	= CONCRETE BLOCK STRUCTURE	ID	= CORNER IDENTIFICATION	PRC	= POINT OF REVERSE CURVATURE
C.L.	= CHAIN LINK (FENCE)	IR	= IRON ROD	PRM	= PERMANENT REFERENCE MONUMENT
CM	= CONCRETE MONUMENT	LB	= LANG SURVEYING BUSINESS	PT	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	LP	= LIGHT POLE	PU	= PUBLIC UTILITY (EASEMENT)
CONC	= CONCRETE	LS	= LAND SURVEYOR	RAD	= RADIUS OF CURVE
CPP	= CONCRETE POWER POLE	M&S	= MITERED END SECTION	RCP	= REINFORCED CONCRETE PIPE
CTV	= CABLE TELEVISION FACILITY	MTR	= METER (ELECTRIC / WATER)	RU	= REUSE
D	= DRAINAGE (EASEMENT)	MH	= MANHOLE	R/W	= RIGHT OF WAY
DEL	= CENTRAL ANGLE OF CURVE	N&D	= NAIL & DISK	SET	= PLACED MONUMENTATION
DG	= DOWN GUY	N&T	= NAIL & TIN-TAB (NO IDEN.)	TEL	= TELEPHONE FACILITY
ELEC	= ELECTRIC FACILITY	OHW	= OVERHEAD WIRES	UGE	= UNDERGROUND ELECTRIC
EP	= EDGE OF PAVEMENT	O.R.	= OFFICIAL RECORDS	UGT	= UNDERGROUND TELEPHONE
EL.	= ELEVATION	PG.	= PAGE	WTR	= WATER MAIN
F.F.	= FINISHED FLOOR ELEVATION	P.B.	= PLAT BOOK	WLP	= WOOD LIGHT POLE
FH	= FIRE HYDRANT	PC	= POINT OF CURVATURE	WPP	= WOOD POWER POLE

20' 0' 20' 40'

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

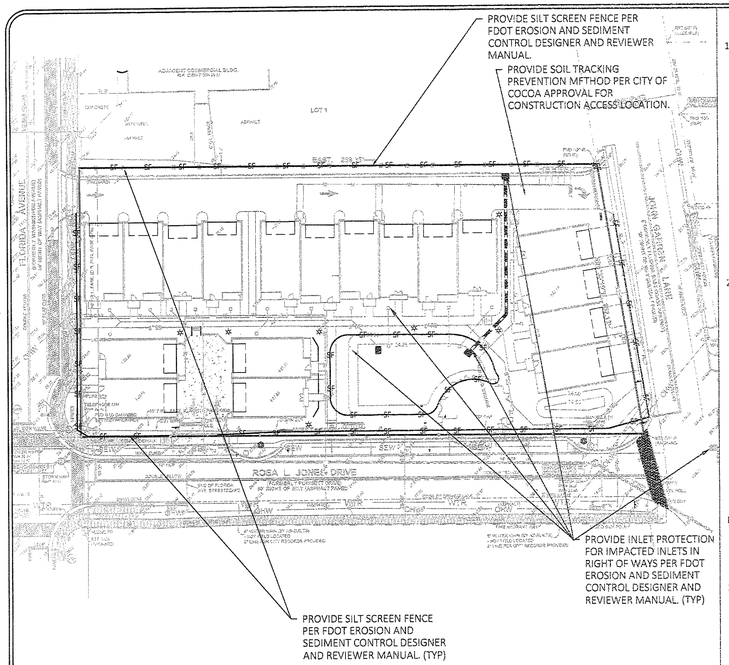
ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA
EXISTING CONDITIONS AND DEMOLITION PLAN

ERIN L. TRAUGER LICENSE No. 66576 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-2
PROJECT: 17-108



DEWATERING SPECIFICATIONS:

NTS

1. MAINTAIN ADEQUATE SUPERVISION AND CONTROL TO ENSURE THAT STABILITY OF EXCAVATED AND CONSTRUCTED SLOPES ARE NOT ADVERSELY AFFECTED BY WATER, EROSION IS CONTROLLED, AND FLOODING OF EXCAVATION OR DAMAGE TO STRUCTURES DOES NOT OCCUR.
2. THE DEWATERING PLAN SHALL COMPLY WITH THE REQUIREMENTS OF THE ST. JOHNS WATER MANAGEMENT DISTRICT FOR CONSUMPTIVE USE OF GROUNDWATER. PERMITTING, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. PROVIDE AN ADEQUATE SYSTEM TO LOWER AND CONTROL GROUNDWATER IN ORDER TO PERMIT EXCAVATION, CONSTRUCTION OF STRUCTURES, AND PLACEMENT OF FILL MATERIALS UNDER DRY CONDITIONS. INSTALL SUFFICIENT DEWATERING EQUIPMENT TO DRAIN WATER-BEARING STRATA ABOVE AND BELOW BOTTOM OF STRUCTURE FOUNDATIONS, DRAINS, SEWERS, AND OTHER EXCAVATIONS.
4. REDUCE HYDROSTATIC HEAD IN WATER-BEARING STRATA BELOW STRUCTURE FOUNDATIONS, DRAINS, SEWERS AND OTHER EXCAVATIONS TO EXTENT THAT WATER LEVEL AND PIEZOMETRIC WATER LEVELS IN CONSTRUCTION AREAS ARE BELOW PREVAILING EXCAVATION SURFACE.
5. PRIOR TO EXCAVATION BELOW GROUNDWATER LEVEL, PLACE SYSTEM INTO OPERATION TO LOWER WATER LEVELS AS REQUIRED AND THEN OPERATE IT CONTINUOUSLY 24 HOURS A DAY, 7 DAYS A WEEK UNTIL DRAINS, SEWERS AND STRUCTURES HAVE BEEN CONSTRUCTED, INCLUDING PLACEMENT OF FILL MATERIALS, AND UNTIL DEWATERING IS NO LONGER REQUIRED.
6. DISPOSE OF WATER REMOVED FROM EXCAVATIONS IN A MANNER TO AVOID ENDANGERING PUBLIC HEALTH, PROPERTY, AND PORTIONS OF WORK UNDER CONSTRUCTION OR COMPLETED. DISPOSE OF WATER IN A MANNER TO AVOID INCONVENIENCE TO OTHERS. PROVIDE SUMPS, SEDIMENTATION TANKS, AND OTHER FLOW CONTROL DEVICES AS REQUIRED BY GOVERNING AUTHORITIES.
7. PROVIDE STANDBY EQUIPMENT ON SITE, INSTALLED AND AVAILABLE, FOR IMMEDIATE OPERATION IF REQUIRED TO MAINTAIN DEWATERING ON A CONTINUOUS BASIS IN EVENT ANY PART OF SYSTEM BECOMES INADEQUATE OR FAILS. IF DEWATERING REQUIREMENTS ARE NOT SATISFIED DUE TO INADEQUACY OR FAILURE OF DEWATERING SYSTEM, PERFORM SUCH WORK AS MAY BE REQUIRED TO RESTORE DAMAGED STRUCTURES AND FOUNDATION SOILS AT NO ADDITIONAL EXPENSE.

CONTRACTOR RESPONSIBILITIES FOR NPDES (SWPPP)

1. General Notes:
   A. Contractor shall comply with all requirements herein and all water management district, FDEP, EPA, Corps of Engineers, and Municipal/County with jurisdiction requirements. This proposed project involves construction of the site improvements shown on these plans. The stormwater pollution prevention plan is comprised of this drawing, plus the permit and all required reports, related documents and supplemental plans. Construction activities will generally include excavation, filling, earthwork, utility installation, stormwater management system installation, paved parking construction, final grading and stabilization and/or landscaping. Potential pollution sources include soils erosion and siltation, temporary dewatering and discharges from construction equipment: i.e. petroleum products and silt, etc. Contractor shall implement the site controls and Best Management Practices (BMPs) as required by the SWPPP to minimize or eliminate the potential for off-site discharge of pollutants. It should be noted that the measures identified on this plan are only suggested BMPs. The Contractor shall provide additional Controls and BMPs to be implemented as dictated by conditions, permitting agency or owner and shall conform to Federal, State and Local requirements or manual of practice, ass applicable.
   B. Contractor shall maintain a record of construction work and provide inspection reports with the following date:
      1. Dates when site work begins, when erosion control measures begin, when grading activities begin, when major grading activities occur, when stormwater facilities are constructed, when construction activities temporarily or permanently cease on a portion of the site, and when final stabilization is complete.
      2. Reporting Inspector's Name, qualifications, daily rainfall, any changes necessary to SWPPP, and dates of inspections.
      3. Pictures of any problem areas that occur including date and time. Provide pictures of the same areas repaired including date and time.
   C. Prior to final payment, Contractor shall provide a copy of the report to the Owner and Civil Engineer certifying the project. Contractor shall execute NPDES certification form and provide copies to Owner and Engineer for close out purposes.
2. Site Description:
   A. Description of construction activity and the intended sequence of activities. The following construction sequencing description is provided as general guidance and is not intended as directive toward means and methods. It shall be the Contractors responsibility to complete the project in conformance with all Federal, State and Local standards and requirements.
   First, Mobilization during which time sediment and erosion control measures shall be installed as soon as practicable. This will likely be followed by demolition as necessary during which measures will be taken to minimize dust and impacts to surrounding properties. Excavation and Temporary Construction Dewatering will occur as necessary during which the Contractor is responsible to complete work in accordance with the approved plans for the project. The Contractor is also responsible for obtaining any required temporary dewatering permits if necessary. Stabilization of disturbed areas shall occur via seed and mulch, sod or other means as soon as practicable. Drainage System Installation/Utility Construction/ Final Paving/Building Construction and Landscaping will occur to finish out the project. During these activities care will be taken to ensure all previously installed control measures and BMPs are in good working order, dewatering permits if necessary will be the responsibility of the Contractor, efforts should be made to minimize or eliminate offsite discharge. Concrete trucks and asphalt equipment are to be cleaned on-site in and approved and contained location. Immediately upon completion of roadways and hard surfaces for the project, adjacent disturbed areas shall be sodded or otherwise stabilized to prevent erosion. At least 2' of sod is required along the back of curb for all subdivision streets and new roadways.
   B. Estimate of the Total Area of the Site and the Total Area Expected to Be Disturbed.
   The total area of the site is 1.04 acres are expected to be disturbed by grading, with the exception of tree preservation areas as identified on the existing site plan.
   C. An Estimate of the Runoff Coefficient of the Site Before, During and After Construction Using "C" Values from the Rational Method.
   "C" can be approximated as 0.85 (pre-development) and 0.80(post-development),
   D. Soils Description
   Urban Land Complex as classified by the Soil Conservation Service Handbook.
   E. Off-site Receiving Water(s)
   Indian River
3. Description of Standard Site Controls and Best Management Practices:
   A. Erosion and Sediment Controls.
      1) Stabilization practices: Disturbed portions of the site where construction activity has been permanently stopped shall be permanently stabilized as shown on the plans. They shall be seeded/mulched, sodded, and/or vegetated no later than 14 days after the last construction activity occurring the areas. All denuded areas that will be in active shall be stabilized temporarily by means approved by the appropriate jurisdictional agency. Excavated materials can be stockpiled for use as a backfill and stabilization but shall be protected from erosion, sedimentation and runoff through implementation of BMPs. Unsuitable materials will be promptly removed from the site and legally disposed of.
      2) Structural Practices: The Contractor shall install and maintain water quality control devices at all nearby stormwater management ponds, ditches, and swales. Included in the plans are siltation fences and turbidity barriers. Contractor shall install additional water quality control measures as appropriate to assure adequate protection of receiving water bodies.
   B. Stormwater Management: The Contractor is responsible for the installation of BMP's during the construction process to control pollutants in stormwater discharges that will occur during construction and after construction operations have be completed. The entire project is designed to improve stormwater management. The Contractor shall control turbid runoff from the project site by using temporary grading and installing erosion control measures. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel for the purpose of providing a non-erosive velocity flow from the structure to a water course to protect the channel.
   C. Other Controls: Wind erosion shall be controlled by employing BMPs. Contractor shall ensure compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations. Rubbish, trash, garbage, litter, or other such materials shall be deposited into sealed containers. Materials shall be prevented from leaving the premises through the action of wind or stormwater discharge into drainage ditches or waters of the state. All wash water shall be detained and properly treated or disposed. All guidelines and regulations set forth in the St. Johns River Water Management District and Florida Department of Environmental Protection.
4. Maintenance:
   A. The Contractor shall provide routine maintenance of vegetation, permanent and temporary erosion and sediment control features for the duration of the project.
   B. The Contractor shall grade the site to the elevations indicated on the Construction Plans and shall re-grade washouts where they occur after every rainfall until new landscaping is established.
   C. All drainage structures shall be de-silted as required during construction and at the end of construction to provide positive drainage and minimize transport of silt to the master drainage system and receiving water body.
   D. All accumulations of silt greater than six inches shall be removed by the contractor and properly disposed.
5. Inspections:
   A. All Controls and BMPs including permanent erosion control devices will be inspected by the Contractor at a minimum on a weekly basis. In areas of ongoing construction activity, turbidity and erosion control measures will be inspected on a daily basis. Additional inspections shall be conducted after all severe weather including but not limited to within 24 hours after the end of a storm event of 0.50 inches or more. If any deficiencies in erosion control are discovered, corrective actions shall be taken immediately by the contractor. .
   B. Inspection areas shall include but are not limited to:
      1. All disturbed areas of the construction site that have not received final stabilization.
      2. Areas used for storage of materials that are exposed to precipitation.
      3. Examination of the site for evidence of, or the potential for pollutants entering the receiving waters.
      4. Stormwater management system and erosion and sediment control measures identified in the plan to provide reasonable assurance that they are operating as designed.
      5. Locations where vehicles enter or exit the site for evidence of off-site sediment tracking. If the action of vehicles traveling over the gravel construction entrances is not sufficient to remove the majority of dirt or mud, then the tires must be washed before the vehicles enter a public road. If washing is used, provisions must be made to intercept the wash water and trap the sediment before it is carried of the site.
      6. All points of discharge into the master stormwater management system to determine whether erosion control and stormwater management measures are effectively preventing water quality degradation in the receiving water body.
   C. When remedial action is required for compliance, the plan will be revised as necessary and additional structural measures installed immediately as warranted.
   1. Product Specific Practices (these practices will be followed for contaminant spill prevention):
      - Concrete Trucks: Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.
      - Fertilizers: Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.
      - Petroleum Products: All on-site vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled.
   2. Spill Control Practices (these additional practices will be followed for spill cleanup):
      - Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
      - Materials and equipment necessary for spill cleanup will be kept on-site.
      - All spills will be cleaned up immediately after discovery and reported to the appropriate state or local government agency if necessary.
      - The spill prevention plan will be modified to include measures to prevent a reoccurrence, how to clean up if another occurs, and a description of what spilled, what caused it, and what the cleanup measures are
6. Non-Stormwater Discharges:
   No non-stormwater discharges are anticipated with the possible exception of dewatering. the contractor whom shall obtain a dewatering permit if necessary and follow all state requirements as enforced by the water management district with authority.
7. Inventory for Pollution Prevention Plan:
   The materials or substances listed below are expected to be present on-site during construction:
   - Concrete;
   - Fertilizers; and
   - Petroleum based products.
8. Spill Prevention:
   A. Material Management Practices will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.
   1. Good housekeeping practices will be followed on-site during the construction project.
      - An effort will be made to store only enough product required to do the job;
      - All materials stored on-site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof;
      - Products will be kept in their original containers with the original manufactures' label;
      - Substances will not be mixed unless recommended by the manufacturer;
      - Manufacturers' recommendations for proper use and disposal will be followed;
      - Whenever possible, all of a product will be used up before disposing of the container.
   2. Hazardous products handling practices are used to reduce the risks associated with hazardous materials.
      - Products will be kept in original containers unless they are not resealable;
      - Original labels and material safety data will be retained; they contain important product information;
      - If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed.

DEWATERING PLAN:

1. Final grade and sod entire banks of dry retention ponds immediately. Stake sod in areas washouts occur. Water sod as needed to maintain health of sod. Install silt screen fence around ponds after sodding.
2. Construct Structures and all piping between retention ponds upon final grading. Install all controls, turbidity barriers and inlet protection around new structures and MES to prevent siltation of piping/structures.
3. All of this work shall be completed per SJRWMD, City of Melbourne, FDOT and FDEP permit conditions.
4. Inspect and repair any inlets, silt fences, and turbidity barriers after each rain event during construction.

PERMITTEE / CONTRACTOR SIGN-OFF / ACKNOWLEDGEMENT:

Operator (Permittee) Certification

To the best of my know, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons on persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibilty fo fine and imprisonment for knowing violations.

Owner/Operator/Permittee:
Name: _____ Official Title: _____
Signature: _____ Date: _____

CONTRACTOR'S CERTIFICATION

I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida General Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under and that I understand the terms and condition of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with construction activity from the site identified as part of this certification. I also certify that I am an authorized representative for the site contracting company responsible for completing the work, that I have received a copy of the Stormwater Pollution Prevention Plan for the project, and that I am responsible for maintenance of the site during construction, in accordance with this plan and the permit.

Name and Official Title (Type or print)

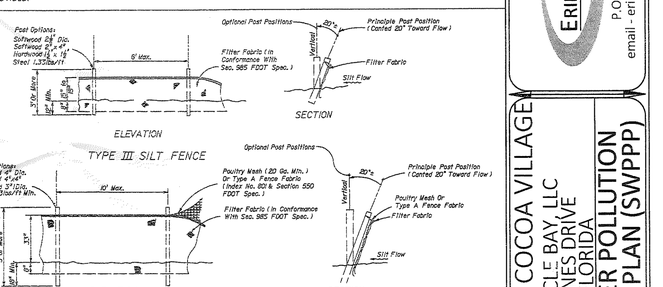
Signature: Date:

SUBCONTRACTOR'S ACKNOWLEDGEMENT:

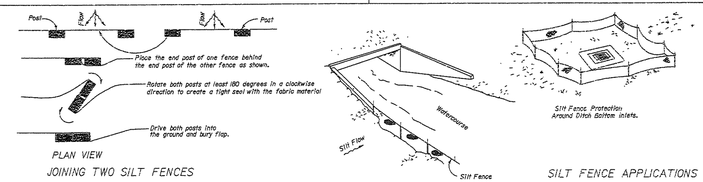
Company Name/Responsible Party (Type or Print) Signature Date:

EROSION AND SEDIMENTATION CONTROL REQUIREMENTS

1. THE LAND-DISTURBING ACTIVITY SHALL CONFORM TO EXISTING TOPOGRAPHY AND SOIL TYPE SO AS TO CREATE THE LOWEST PRACTICAL EROSION POTENTIAL.
2. LAND-DISTURBING ACTIVITIES SHALL BE CONDUCTED IN A MANNER MINIMIZING EROSION.
3. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSIVE ELEMENTS SHALL BE KEPT TO A PRACTICABLE MINIMUM.
4. EROSION CONTROL MUST BE STRICTLY MAINTAINED DURING CUT AND FILL OPERATIONS.
5. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICABLE.
6. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED, PROTECTED AND SUPPLEMENTED.
7. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
8. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.
9. ADEQUATE PROVISIONS MUST BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATIONS OR THE SLOPING SURFACE OF FILLS.
10. TO THE EXTENT NECESSARY, SEDIMENT IN RUNOFF WATER MUST BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS OR SIMILAR MEASURES UNTIL THE DISTURBED AREA IS STABILIZED.
11. CUTS AND FILLS MUST BE CONSTRUCTED IN SUCH A MANNER THAT EROSION AND RUNOFF FROM THE SITE DOES NOT ENDANGER ADJOINING PROPERTY.
12. FILLS MAY NOT ENCROACH UPON NATURAL WATERCOURSES OR CONSTRUCTED CHANNELS IN A MANNER SO AS TO ADVERSELY AFFECT OTHER PROPERTY OWNERS WITHOUT ADEQUATE PROVISIONS FOR AN EQUIVALENT ALTERNATE SYSTEM WITH A POSITIVE OUTFALL.
13. ALL R.O.W.'S, WATERWAYS, STREETS AND SIDEWALKS SHALL BE BUFFERED BY A TWENTY (20) FOOT WIDE STRIP OF GRASS OR OTHER SUITABLE MEANS.
14. GRADING EQUIPMENT MUST CROSS FLOWING STREAMS BY MEANS OF BRIDGES OR CULVERTS EXCEPT WHEN SUCH METHODS ARE NOT FEASIBLE AND PROVIDED IN ANY CASE, THAT SUCH CROSSINGS ARE KEPT TO A MINIMUM AND SEDIMENTATION CONTROL DEVICES ARE PROVIDED.

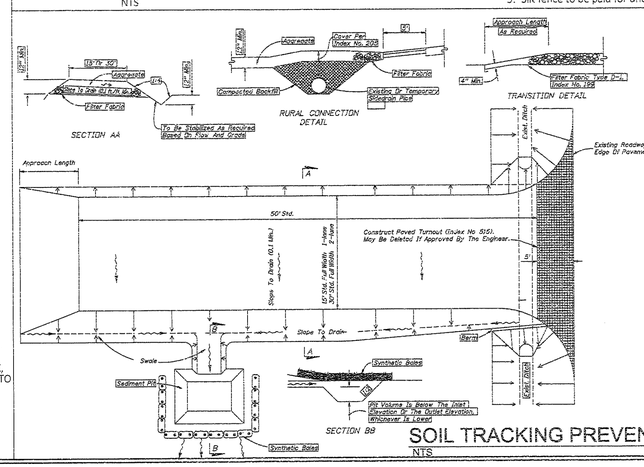


Notes:
1. Type III silt fence to be used at most locations. Where used in ditches, the spacing for type III silt fence shall be in accordance with applicable State requirements.
2. Type IV silt fence to be used where large sediment loads are anticipated. Suggested use is where fill slope is 1:2 or steeper and length of slope exceeds 25 feet. Avoid use where the detained water may back into travel lanes or off the right of way.
3. Do not construct silt fences across permanent flowing watercourses. Silt fences are to be at upland locations and turbidity barriers used at permanent bodies of water.
4. Where used as slope protection, silt fence is to be constructed on 0% longitudinal grade to avoid channelizing runoff along the length of the fence.
5. Silt fence to be paid for under the contract unit price for staked silt fence, (lf).



FDOT SILT FENCE DETAIL

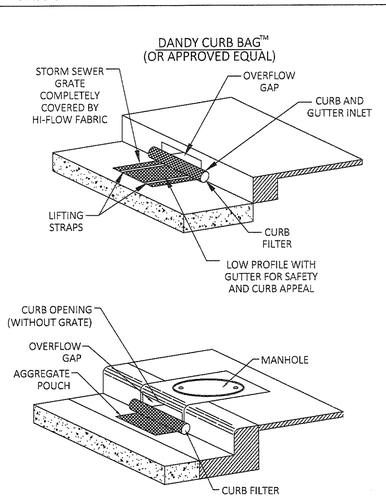
NTS



Notes:
1. A soil tracking prevention device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the engineer prior to its use.
3. All materials spilled, dropped, or tracked onto the public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the engineer.
4. Aggregates shall be as described in section 901 excluding 901-2.3. Aggregates shall be FDOT Size #1. if this size is not available, the next available smaller size aggregate may be substituted with the approval of the engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit.
   Pit Volumes will Satisfy this Requirement:
   15'x50'=100 FT 30'x50'=200 FT
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. when a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the stpd shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the side drain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for soil tracking prevention device, ea. the unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. synthetic bale or bale type barrier shall be paid for under the contract unit price for synthetic bales. If. silt fence shall be paid for under the contract unit price for staked silt fence, fl.
10. The normal size of a standard STPD is 15'x50' unless otherwise shown in the plans. If the volume of entering and existing vehicles warrant, a 30' width STPD may be used if approved by the engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

SOIL TRACKING PREVENTION DEVICE

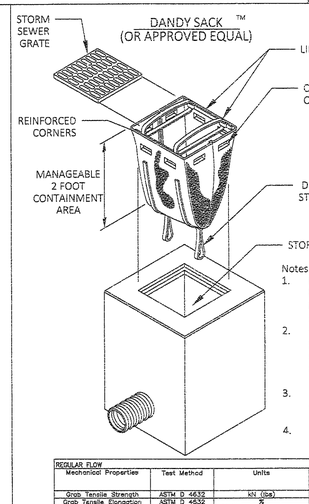
NTS



Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.62 (365) X 0.89 (200)
Grab Tensile Elongation	ASTM D 4632	%	24 X 10
Puncture Strength	ASTM D 4833	kN (lbs)	0.40 (90)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3097 (450)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.51 (115) X 0.33 (75)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	l/min/m²(gal/min/ft²)	3807 (145)
Permittivity	ASTM D 4491	Sec⁻¹	2.1

CURB INLET SEDIMENT CONTROL

NTS

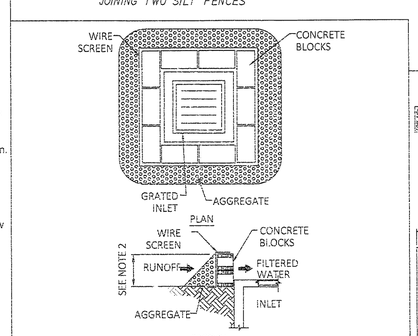


Notes:
1. For temporary use to capture larger diameter sediments. Not to be utilized as the only sediment containment system.
2. Geotextile will be a woven polypropylene fabric that meets or exceeds requirements in the specifications table.
3. An oil adsorbent pad or pillow can be purchased when oil spills are a concern.
4. Inspect per regulatory requirements.

REGULAR FLOW Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.78 (400) x 1.40 (315)
Grab Tensile Elongation	ASTM D 4632	%	15 X 15
Puncture Strength	ASTM D 4833	kN (lbs)	0.67 (150)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3516 (500)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.67 (150) x 0.73 (165)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.428 (40)
Flow Rate	ASTM D 4491	l/min/m²(gal/min/ft²)	2852 (70)
Permittivity	ASTM D 4491	Sec⁻¹	0.90
HI-FLOW			
Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.62 (365) X 0.89 (200)
Grab Tensile Elongation	ASTM D 4632	%	24 X 10
Puncture Strength	ASTM D 4833	kN (lbs)	0.40 (90)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3097 (450)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.51 (115) X 0.33 (75)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	l/min/m²(gal/min/ft²)	3807 (145)
Permittivity	ASTM D 4491	Sec⁻¹	2.1

INLET INSERT

NTS



1. PLACE CONCRETE BLOCKS IN A SINGLE ROW AROUND PERIMETER OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE ROCK, BROKEN CONCRETE THAT WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

BLOCK AND AGGREGATE INLET SEDIMENT DEVICE

NTS

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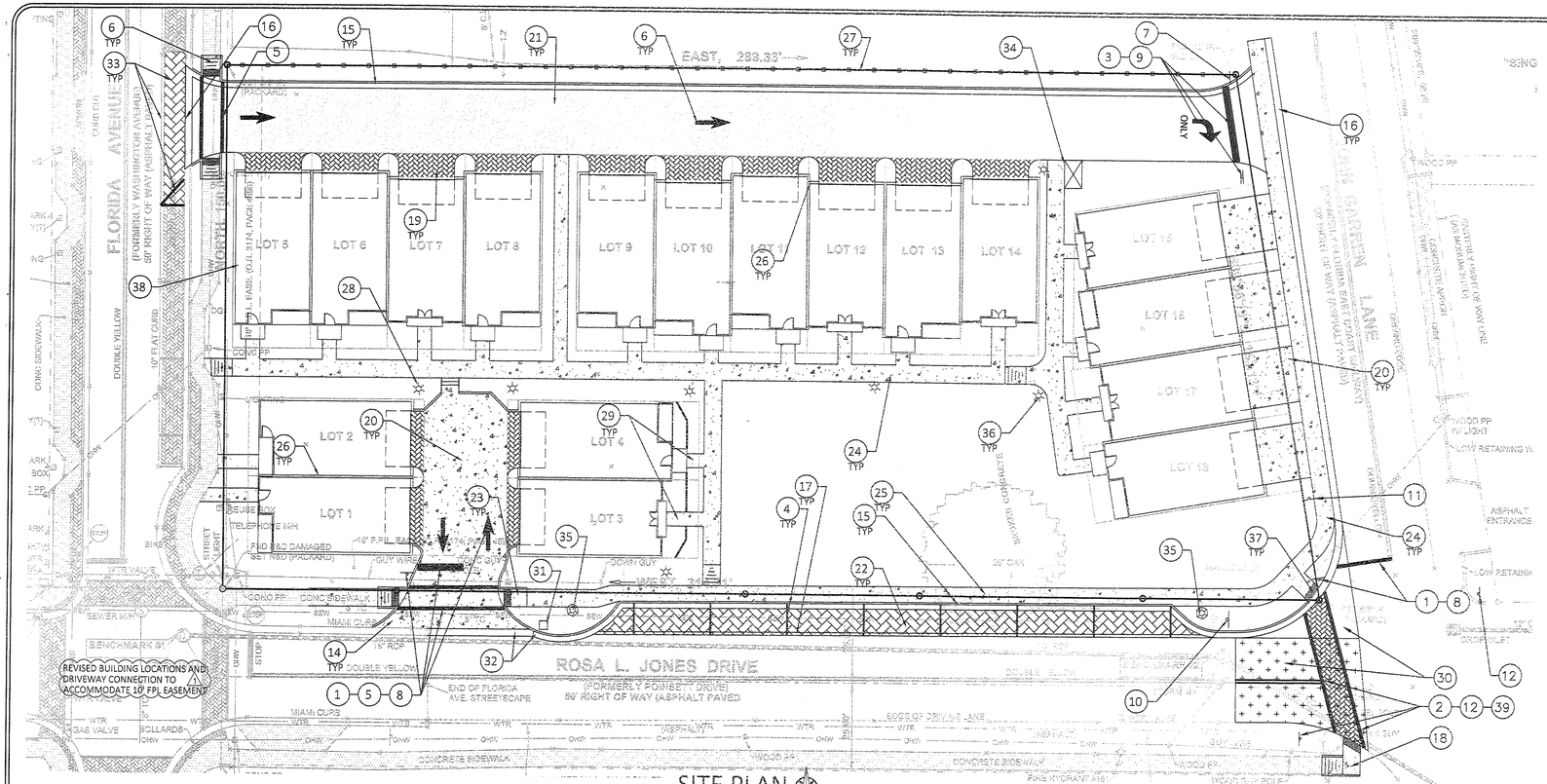
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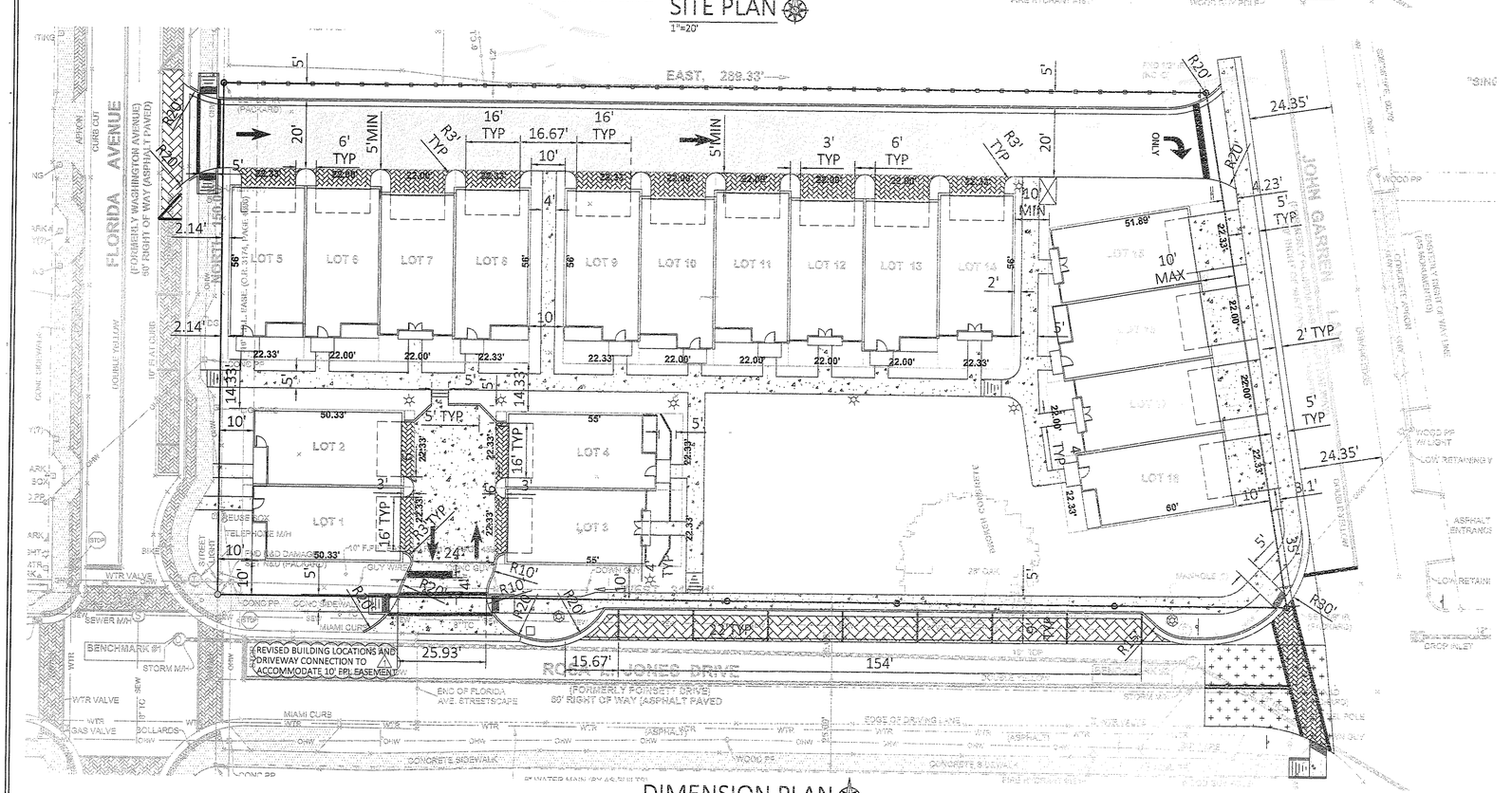
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

ERIN L. TRAUGER
LICENSE
No. 66578
STATE OF FLORIDA
PROFESSIONAL ENGINEER
ERIN L. TRAUGER FL P.E. #66578

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-3
PROJECT: 17-108





CIVIL SITE NOTES:

1. PROVIDE THERMOPLASTIC WHITE 24" STOP BAR AND THERMOPLASTIC WHITE DIRECTIONAL ARROWS PER FDOT INDEX NO. 711-001.
2. PROVIDE 6" THERMOPLASTIC DOUBLE YELLOW LINES PER FDOT INDEX NO. 711-001.
3. PROVIDE THERMOPLASTIC WHITE 24" STOP BAR, THERMOPLASTIC WHITE DIRECTIONAL ARROWS AND LETTERING TO READ ONLY.
4. PROVIDE 12" WIDE WHITE PAVER PARKING STRIPE PER CITY OF COCOA STREET-SCAPE REQUIREMENTS. ⚠1
5. PROVIDE THERMOPLASTIC WHITE PARALLEL CROSSWALK STRIPING PER FDOT INDEX NO. 711-001.
6. PROVIDE PAINTED WHITE DIRECTIONAL ARROWS ONSITE PER FDOT INDEX NO. 711-001.
7. PROVIDE DO NOT ENTER SIGN PER MUTCD R5-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
8. PROVIDE STOP SIGN PER MUTCD R1-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
9. PROVIDE STOP SIGN PER MUTCD R1-1 FACING WEST WITH RIGHT TURN ONLY BENEATH. THE STOP SIGN PER MUTCD R3-5 AND PROVIDE DO NOT ENTER SIGN FACING EAST PER MUTCD R5-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
10. PROVIDE RELOCATED STOP AHEAD SIGN PER CITY OF COCOA REQUIREMENTS. CONTRACTOR TO CONTACT PUBLIC WORKS FOR ULTIMATE LOCATION OF RELOCATED SIGNAGE AND CONFIRM LOCATES OF UNDERGROUND UTILITIES. SEE TYPICAL SIGN LOCATION DETAIL.
11. PROVIDE 15"WIDE BY 24" TALL SIGN TO READ SIDEWALK ENDS PER MUTCD AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAILS.
12. PROVIDE YIELD HERE TO PEDESTRIANS SIGN PER MUTCD R1-5 AND CITY OF COCOA REQUIREMENTS. CONTRACTOR TO CONTACT PUBLIC WORKS FOR ULTIMATE LOCATION OF SIGNAGE AND CONFIRM LOCATES OF UNDERGROUND UTILITIES. SEE TYPICAL DETAIL.
13. PROVIDE NO PARKING ZONE SIGN PER MUTCD R8-3A AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAIL FOR SIGN PLACEMENT.
14. PROVIDE FDOT TYPE 'D' CURB PER FDOT INDEX NO. 520-001. SEE TYPICAL DETAIL.
15. PROVIDE FDOT TYPE 'F' CURB PER FDOT INDEX NO. 520-001. SEE TYPICAL DETAIL
16. PROVIDE MIAMI CURB AND GUTTER PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAIL.
17. PROVIDE 10" FLUSH RIBBON CURB PER CITY OF COCOA STREET-SCAPE DETAILS AND SPECIFICATIONS.
18. PROVIDE FLUSH CONCRETE SIDEWALK LANDING, SEE TYPICAL DETAIL.
19. PROVIDE PAVER DRIVEWAY APRON, SECTION PER MANUFACTURER RECOMMENDATIONS. COLOR PER ARCHITECT AND OWNER SPECIFICATIONS AS APPROVED BY THE CITY OF COCOA. ⚠1
20. PROVIDE CONCRETE PAVEMENT SECTION. SEE TYPICAL DETAILS.
21. PROVIDE ASPHALT PAVEMENT SECTION, SEE TYPICAL DETAILS.
22. PROVIDE PAVEDRAIN PAVER SECTION PER CITY OF COCOA STREET-SCAPE REQUIREMENTS. COLOR AND SECTION PER CITY OF COCOA DETAILS AND SPECIFICATIONS. CONTACT MICHAEL GIORGIO WITH CITY OF COCOA PUBLIC FOR DETAILS AND SPECIFICATIONS AT 321-433-8771
23. PROVIDE CONCRETE 6' LONG, 6" RISE HANDICAP ACCESSIBLE RAMP PER FDOT AND FLORIDA BUILDING CODE REQUIREMENTS. SEE TYPICAL DETAILS.
24. PROVIDE CONCRETE SIDEWALK. SEE TYPICAL DETAILS.
25. PROVIDE RAISED SIDEWALK. SEE TYPICAL DETAILS.
26. SEE ARCHITECTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS FOR BUILDING. CONTRACTOR TO CONFIRM BUILDING DIMENSIONS FROM ARCHITECTURAL AND FOUNDATION PLANS PRIOR TO CONSTRUCTION OR MATERIAL ORDER. CONTACT ENGINEER OF RECORD WITH ANY DEVIATIONS.
27. PROVIDE 6' TALL OPAQUE FENCE PER CITY OF COCOA REQUIREMENTS. PERMITTING AND MATERIAL SPECIFICATIONS BY OTHERS.
28. PROVIDE STAIRS INCLUDING HANDRAILS ADJACENT TO STEPS ON BOTH SIDES PER FLORIDA BUILDING CODE AND CITY OF COCOA SPECIFICATIONS.
29. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS ON STAIRS AND RETAINING WALLS FOR GRADE TRANSITION ADJACENT TO TOWNHOMES.
30. PROVIDE ASPHALT PAVEMENT RESURFACE IN AREA OF HATCH IN COMBINATION WITH NEW PAVEMENT AND PATCH FOR REPAIR OF OPEN CUT INSTALLATION OF NEW WATER LINE CONNECTION.
31. PROVIDE RELOCATED UTILITY VAULT FOR SHIFTED UTILITY. CONTRACTOR TO COORDINATE RELOCATION WITH CITY OF COCOA UTILITIES AND PUBLIC WORKS PRIOR TO CONSTRUCTION COMMENCEMENT.
32. PROVIDE TRANSITION FROM MIAMI CURB AND GUTTER TO TYPE 'F' CURB AND GUTTER, FLOW LINE SHALL BE CONTINUOUS AND MATCH SLOPE OF EXISTING PAVEMENT.
33. PROVIDE DRIVEWAY DEMARCATION PAVERS WITH LINEWORK, SECTION AND COLORS PER CITY OF COCOA DETAILS AND SPECIFICATIONS.
34. PROVIDE MAIL KIOSK PER UNITED STATES POSTAL SERVICE APPROVAL.
35. PROVIDE STREET LIGHT POLE PER CITY OF COCOA PUBLIC WORKS DETAILS AND SPECIFICATIONS AND FLORIDA POWER AND LIGHT APPROVAL. SEE CITY DETAIL PROVIDED FOR LIGHT POLE SPECIFICATION TO MATCH EXISTING.
36. PROVIDE SOLAR POWERED BOLLARD WALKWAY LIGHTING PER OWNER AND ARCHITECT SPECIFICATION. SEE SITE ELECTRICAL AND LIGHTING DRAWINGS.
37. PROVIDE TRUNCATED DOMES FOR SIDEWALK AND RAMP CONNECTIONS IN CITY OF COCOA RIGHT OF WAY PER CITY REQUIREMENTS. SEE TYPICAL DETAILS.
38. OWNER TO VACATE 10' FPL EASEMENT WITHIN LOT NUMBER 5 PRIOR TO CONSTRUCTION. ⚠1
39. PROVIDE STAMPED ASPHALT CROSSWALK PER CITY OF COCOA IN AREA OF MILLING AND RESURFACE. CONTACT MICHAEL GIORGIO WITH CITY C COCOA PUBLIC FOR DETAILS AND SPECIFICATIONS AT 321-433-8771

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

ERIN TRAUGER CONSULTING ENGINEER
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email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE

120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

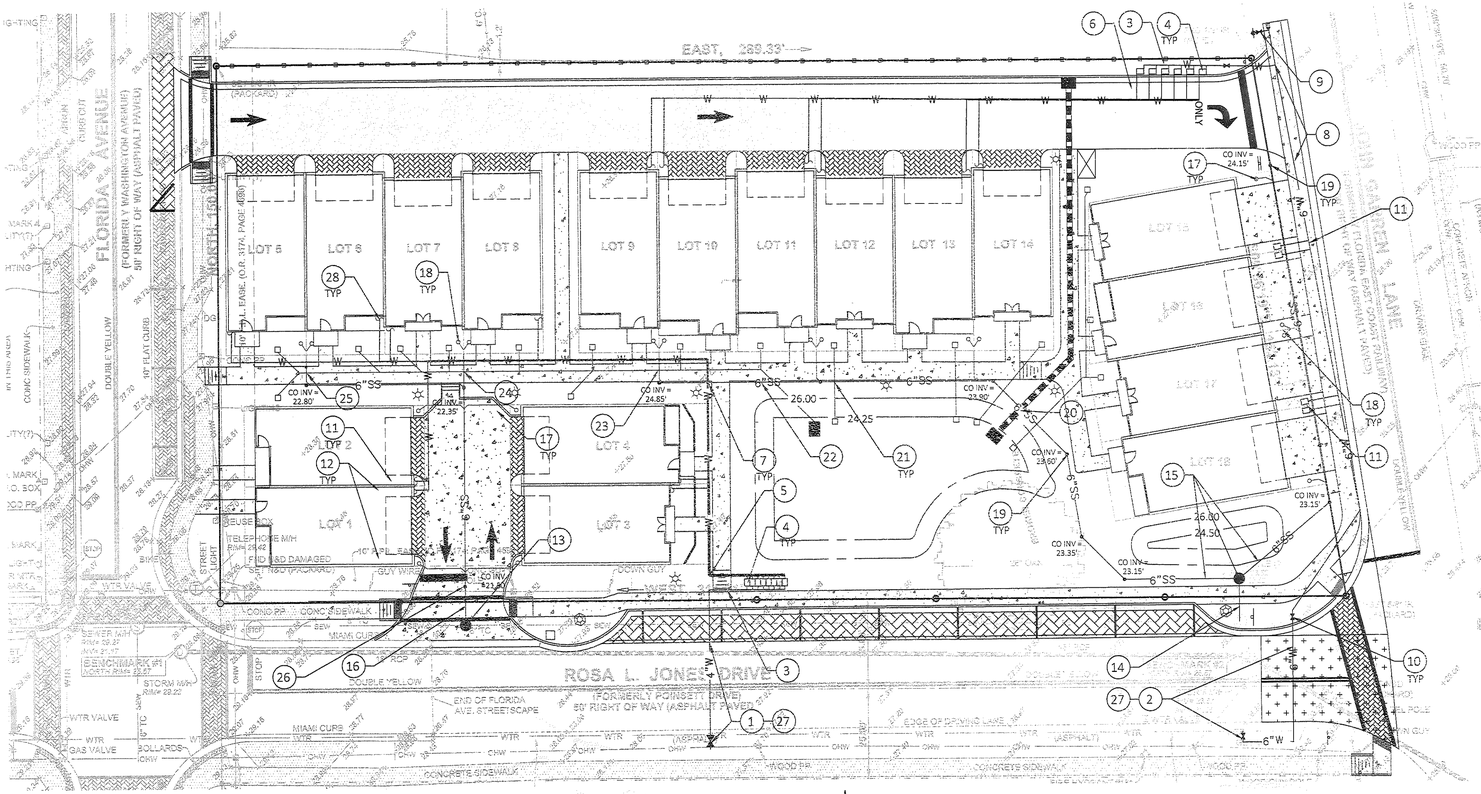
SITE AND DIMENSION PLAN

ERIN L. TRAUGER
LICENSED
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STATE OF FLORIDA
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ERIN L. TRAUGER
FL P.E. #86576

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DATE:	10-1-18
SECTION:	33
TOWNSHIP:	24
RANGE:	36
SCALE:	1"=30'
DRAWING NO.	C-4
PROJECT:	17-108

20' 0' 20' 40'

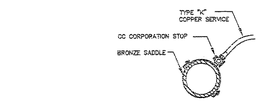


UTILITY PLAN

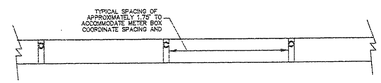
1"=20'

CIVIL SITE AND UTILITY NOTES:

1. PROVIDE 8"X4" TAPPING SLEEVE AND TRAFFIC BEARING VALVE WITH TEMPORARY JUMPER PER CITY OF COCOA AND FDEP REQUIRMENTS. REVERSE WET TAP FOR INSTALLATION OF 4" PVC WATER LINE. TEMPORARY JUMPER NOT TO BE REMOVED UNTIL CLEARANCE ACCEPTED BY FDEP AND COCOA UTILITIES. PROVIDE OPEN CUT AND PATCH INSTALLATION FOR 4" PVC WATER LINE UNDER ROSA L. JONES DRIVE. SEE TYPICAL DETAILS. RESTORE AREA TO EXISTING CONDITION OR BETTER UPON COMPLETION. ⚠1
2. PROVIDE 8"X6" TAPPING SLEEVE AND TRAFFIC BEARING VALVE WITH TEMPORARY JUMPER PER CITY OF COCOA AND FDEP REQUIRMENTS. REVERSE WET TAP FOR INSTALLATION OF 6" PVC WATER LINE. TEMPORARY JUMPER NOT TO BE REMOVED UNTIL CLEARANCE ACCEPTED BY FDEP AND COCOA UTILITIES. PROVIDE OPEN CUT AND PATCH INSTALLATION FOR 6" PVC WATER LINE UNDER ROSA L. JONES DRIVE. SEE TYPICAL DETAILS. RESTORE AREA TO EXISTING CONDITION OR BETTER UPON COMPLETION.
3. PROVIDE 4" DUCTILE IRON PIPE IN AREA OF HEADER FOR METER BANK FOR TOWNHOME UNITS SEE DETAILS ON THIS DRAWING BELOW. PROVIDE 4"X1" TEE CONNECTION WITH 1"COPPER ON CITY OF COCOA SERVICE SIDE OF METER. SEE TYPICAL DETAIL FOR TOWNHOME SERVICE.
4. PROVIDE SERVICE BANK OF 3/4" METERS AND CORP STOPS PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAILS.
5. PROVIDE EIGHT (8) INDIVIDUAL POLYETHYLENE WATER SERVICE LINES FROM METER TO EACH UNIT PER CITY OF COCOA UTILITY AND FDEP REQUIREMENTS. 1" WATER LINE DIAMETER TO BE PROVIDED PER PLUMBING DESIGN FOR TOWNHOME UNITS LESS THAN 100 LINEAR FEET AWAY FROM METER. 1.25" WATER LINE DIAMETER TO BE PROVIDED FOR TOWNHOME UNITS GREATER THAN 100 LINEAR FEET AWAY FROM METER.
6. PROVIDE SIX (6) INDIVIDUAL 1" POLYETHYLENE WATER SERVICE LINES FROM METER TO EACH UNIT PER CITY OF COCOA UTILITY AND FDEP REQUIREMENTS. SEE TYPICAL DETAILS.1" WATER LINE DIAMETER TO BE PROVIDED PER PLUMBING DESIGN FOR TOWNHOME UNITS LESS THAN 100 LINEAR FEET AWAY FROM METER. 1.25" WATER LINE DIAMETER TO BE PROVIDED FOR TOWNHOME UNITS GREATER THAN 100 LINEAR FEET AWAY FROM METER.
7. PROVIDE FDEP SEPARATION AT ALL SANITARY SEWER, STORM DRAIN AND IRRIGATION LINE CROSSINGS. SEE TYPICAL DETAILS.
8. PROVIDE 6" PVC WATER LINE AND 6" X 4" TEE. SEE TYPICAL DETAILS.
9. PROVIDE FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE PER CITY OF COCOA REQUIREMENTS, INCLUDE 2" BLOW OFF ASSEMBLY ON THE END OF THE 6' WATER MAIN PAST THE HYDRANT ASSEMBLY. SEE TYPICAL DETAILS.
10. PROVIDE TRAFFIC BEARING 6" GATE VALVE PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAIL.
11. PROVIDE SINGLE 1" POLYETHYLENE SERVICE TO EACH UNIT. SEE TYPICAL DETAILS. ⚠1
12. PROVIDE 4" PVC WATER LINE AND 4" GATE VALVE PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAILS.
13. PROVIDE DOG HOUSE MANHOLE PER CITY OF COCOA REQUIREMENTS WITH NEW 6" PVC SANITARY SEWER LINE CONNECTION TO THE NORTH AT EXISTING INVERT OF + 21.75' A DROP OF 0.1' TO BE PROPOSED ACROSS FLOWLINE OF MANHOLE. CONTRACTOR TO CONFIRM INVERT AND FLOW INFORMATION PRIOR TO MATERIAL ORDER. CONTINUE TO COORDINATE OPERATION OF LINE WITH CITY DURING CONSTRUCTION.
14. PROVIDE 6" PVC SANITARY SEWER LINE AT 0.4% FROM EXISTING MANHOLE AT INVERT OF +22.62 TO NEW PROPOSED MANHOLE.
15. PROVIDE MANHOLE WITH SOUTH INVERT AT 22.70' AND EAST/WEST INVERT OF 22.80'. PROVIDE 6" PVC SANITARY SEWER SERVICE LATERAL AT 1% FROM MANHOLE TO EAST AND WEST.
16. PROVIDE 6" PVC SANITARY SEWER SERVICE LATERAL A 1% FROM MANHOLE TO NORTH.
17. PROVIDE SINGLE SANITARY SEWER SERVICE LATERAL AT 1% SLOPE. SEE PLUMBING DRAWINGS FOR REQUIRED DIAMETER.
18. PROVIDE DOUBLE SANITARY SEWER SERVICE LATERAL AT 1% SLOPE. SEE PLUMBING DRAWINGS FOR REQUIRED DIAMETER.
19. PROVIDE SANITARY SEWER CLEAN OUT AT EACH SERVICE PER CITY OF COCOA REQUIREMENTS. PROVIDE TRAFFIC BEARING CLEAN OUTS AT EACH CHANGE IN DIRECTION AND AT A SPACING OF 75' MAXIMUM ALONG THE SERVICE LINE IN ADDITION. SEE TYPICAL DETAILS. ⚠1
20. UTILITY CROSSING: SANITARY SEWER BOTTOM OF PIPE AT +23.75 STORM DRAIN TOP OF PIPE AT +22.50
21. UTILITY CROSSING: SANITARY SEWER BOTTOM OF PIPE AT +24.30 STORM DRAIN TOP OF PIPE AT +22.50
22. UTILITY CROSSING: SANITARY SEWER BOTTOM OF PIPE AT +24.50 STORM DRAIN TOP OF PIPE AT +23.50
23. UTILITY CROSSING: SANITARY SEWER BOTTOM OF PIPE AT +24.85 STORM DRAIN TOP OF PIPE AT +24.25
24. UTILITY CROSSING: SANITARY SEWER TOP OF PIPE AT +22.95 STORM DRAIN BOTTOM OF PIPE AT +23.85
25. UTILITY CROSSING: SANITARY SEWER TOP OF PIPE AT +23.50 STORM DRAIN BOTTOM OF PIPE AT +24.50
26. PROVIDE TRAFFIC BEARING CLEAN OUT AS THE POINT OF ACCEPTANCE FOR THE CITY OF COCOA. SEE TYPICAL DETAILS. ⚠1
27. OPEN CUT AND PATCH INSTALLATION OF WATERLINE CONNECTIONS PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAILS.
28. PROVIDE WATER SERVICE. SEE PLUMBING DRAWING FOR INTERIOR CONNECTION INFORMATION AND CONFIRMATION ON WATER LINE SIZE.



FOR HEADER SERVICE LINE CONNECTIONS SEE CITY OF COCOA DETAIL



HEADER SERVICE LINE CONNECTION SPACING DETAIL

NTS

20' 0' 20' 40'

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

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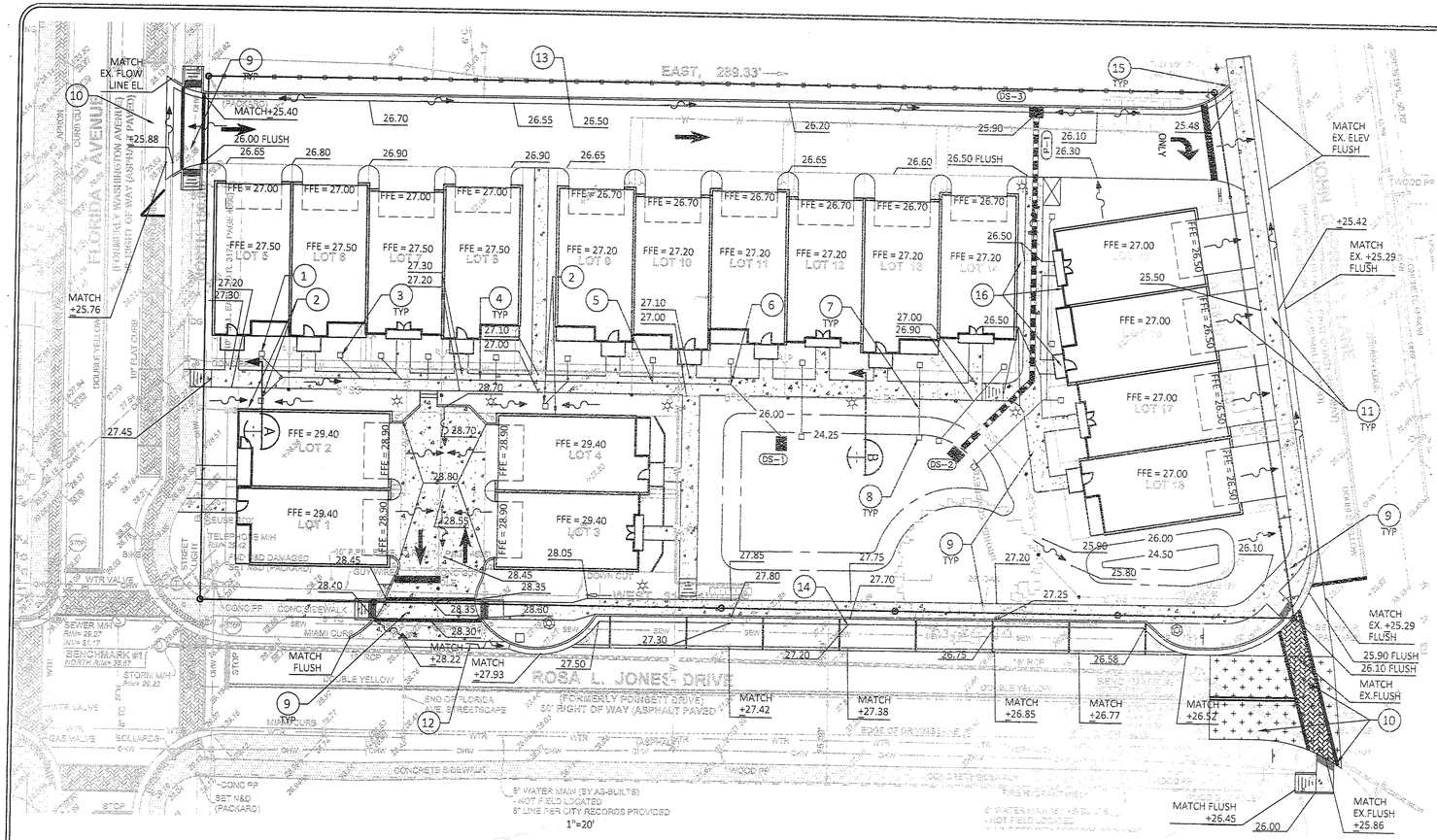
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UTILITY PLAN

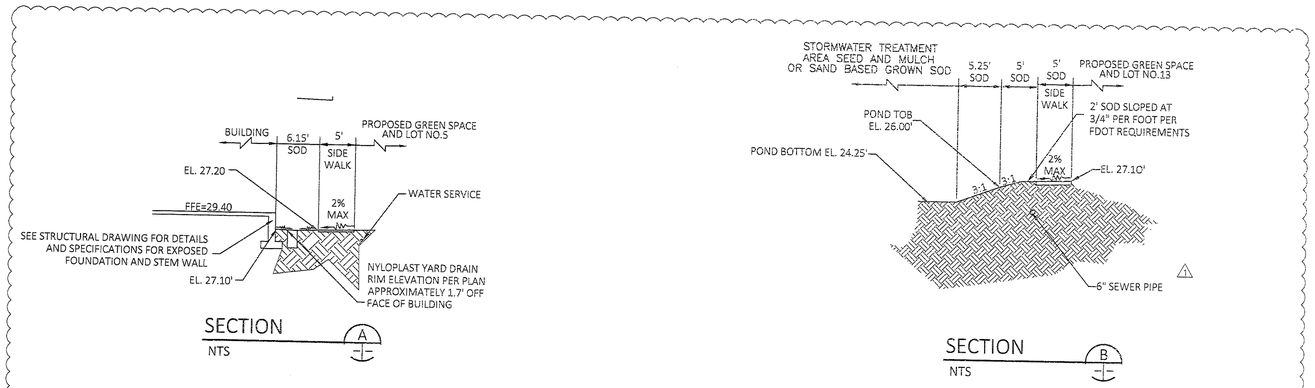
ERIN L. TRAUGER
STATE OF FLORIDA
No. 66576
PROFESSIONAL ENGINEER
ERIN E. TRAUGER
FL P.E. #66576

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-5
PROJECT: 17-108



PAVING AND GRADING PLAN



CIVIL PAVING AND GRADING NOTES:

1. PROVIDE 15" NYLOPLAST STORM DRAINAGE STRUCTURE IN GREEN SPACE WITH 8" ADS N-12 STORM DRAIN PIPE TO EXTEND AT 1% SLOPE TO 12" TRUNK LINE. RIM ELEVATION AT 26.75 AND INVERT AT 24.60'. BUILDER TO UTILIZE LOCATION TO TIE IN ROOF DRAIN CONNECTIONS SEE ARCHITECTURAL DRAWINGS FOR CONNECTION DETAILS AND SPECIFICATIONS.
2. PROVIDE 15" NYLOPLAST STORM DRAINAGE STRUCTURE IN GREEN SPACE WITH 8" ADS N-12 STORM DRAIN PIPE TO EXTEND AT 1% SLOPE TO 12" TRUNK LINE. RIM ELEVATION AT 27.00 AND INVERT AT 24.60'. NORTH FACE OF LOT 2 AND LOT 4 TO HAVE EXPOSED FOUNDATION WITH GRADE NEXT TO TOWNHOME UNITS AT MINIMUM 27.10. BUILDER TO UTILIZE LOCATION TO TIE IN ROOF DRAIN CONNECTIONS SEE ARCHITECTURAL DRAWINGS FOR CONNECTION DETAILS AND SPECIFICATIONS. ALSO SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS ON STEM WALL. ⚠1
3. PROVIDE 15" NYLOPLAST STORM DRAINAGE STRUCTURE IN GREEN SPACE WITH 8" ADS N-12 STORM DRAIN PIPE TO EXTEND AT 1% SLOPE TO 12" TRUNK LINE. RIM ELEVATION AT 26.75 AND INVERT TO BE FIELD CUT. BUILDER TO UTILIZE LOCATION TO TIE IN ROOF DRAIN CONNECTIONS SEE ARCHITECTURAL DRAWINGS FOR CONNECTION DETAILS AND SPECIFICATIONS.
4. PROVIDE 12" ADS N-12 STORM DRAIN PIPE WITH WATER TIGHT JOINTS TO EXTEND FROM YARD AND ROOF DRAINS, AT A MINIMUM 1% SLOPE AND MINIMUM 12" OF COVER.
5. PROPOSED INVERT OF ADS N-12 STORM DRAIN TEE AT 23.00 IN TRUNK LINE. CONTRACTOR TO LAYOUT SEWER AND STORM DRAIN PIPE TO CONFIRM CROSSING ELEVATIONS PRIOR TO CONSTRUCTION.
6. PROPOSED INVERT OF ADS N-12 STORM DRAIN TEE AT 22.55 IN TRUNK LINE. CONTRACTOR TO LAYOUT SEWER AND STORM DRAIN PIPE TO CONFIRM CROSSING ELEVATIONS PRIOR TO CONSTRUCTION.
7. PROVIDE 8" ADS N-12 STORM DRAIN PIPE WITH WATER TIGHT JOINTS TO EXTEND FROM YARD AND ROOF DRAINS, AT A MINIMUM 1% SLOPE. INVERTS TO BE FIELD FIT TO PROVIDE STORM DRAIN PIPE PASSES BELOW SANITARY SEWER LINE WITH A SEPARATION OF 1'.
8. PROVIDE 15" NYLOPLAST BUBBLE UP STORM DRAINAGE STRUCTURE IN POND BOTTOM. RIM ELEVATION AT 24.25 AND INVERT 21.25. PROVIDE RIPRAP EROSION CONTROL SURROUNDING DRAINAGE CONNECTION.
9. PROVIDE SIDEWALK AND DRIVEWAY CROSS SECTIONS TO MEET FLORIDA ACCESSIBILITY CODE REQUIREMENTS INCLUDE THAT THE CROSS SLOPE SHALL BE LESS THAN 2% AND LONGITUDINAL SLOPES SHALL BE LESS THAN 5%.
10. PROVIDE THAT GRADES MATCH EXISTING PATTERN OF DRAINAGE IN AREA OF RESURFACING AND PAVER MODIFICATION. CONTRACTOR SHALL CONFIRM CROSS SLOPE IN AREA OF CROSS WALK REMAINS LESS THAN 2% AND LONGITUDINAL SLOPE REMAINS LESS THAN 5%. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF SLOPES CANNOT BE MAINTAINED. NEW ASPHALT SURFACE WILL MEET FLUSH WITH EXISTING PAVEMENT AT EXTENT OF MILLING.
11. PROVIDE THAT CROSS SLOPE OF FIRST 5' OF DRIVEWAY CONCRETE DOES NOT EXCEED 2% AND THAT NO PORTION OF THE DRIVEWAY SLOPE EXCEEDS 10%.
12. FLOW LINE SLOPE OF NEW MIAMI CURB TO MATCH EXISTING TO MAINTAIN POSITIVE DRAINAGE SLOPE TO EAST AT MINIMUM SLOPE OF 0.33%
13. ELEVATIONS PROVIDED ALONG TYPE 'F' CURB TO BE EDGE OF PAVEMENT ON NORTH SIDE OF DRIVEWAY , PROVIDE RESPECTIVE FLOW LINE ELEVATIONS PER FDOT INDEX NO. 520-001.
14. ELEVATIONS PROVIDED ALONG TYPE 'F' CURB TO BE EDGE OF PAVERS ON NORTH SIDE OF PARKING SPACES, PROVIDE FLOW LINE ELEVATION PER FDOT INDEX NO. 520-001 TO INCLUDE A GUTTER PAN WITH FLAT CROSS SLOPE TO CURB.
15. PROVIDE 36" LONG TRANSITION WITH CONSTANT SLOPE FROM TOP OF CURB TO FLUSH AT GRADE AT TERMINATION POINT OF CURBS.
16. EAST FACE OF LOT 14 TO HAVE EXPOSED FOUNDATION WITH GRADE NEXT TO TOWNHOME UNIT AT MINIMUM 26.60'. BUILDER TO CONSIDER THAT AT A MINIMUM, UNITS ON LOTS 15 AND 16 WILL NEED STAIRS PER FLORIDA BUILDING CODE. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS ON STEM WALL. ⚠2

DRAINAGE STRUCTURE TABLE:

NO.	TYPE	FDOT INDEX NO.	RIM ELEVATION	N INVERT ELEVATION	S INVERT ELEVATION	E INVERT ELEVATION	W INVERT ELEVATION	INVERT ELEVATION	COMMENTS
DS-1	C	425-052	24.25	21.25	-	-	-	-	BUBBLE UP
DS-2	C	425-052	24.25	21.50	-	-	-	-	BUBBLE UP
DS-3	C	425-053	25.90	⚠2 22.00	-	-	-	-	OVERFLOW

STORM DRAIN STRUCTURE NOTES:

1. ALL STRUCTURES SHALL BE MINIMUM 6" DEEPER THAN LOWEST PIPE INVERT. RIM ELEVATION ON TYPE 2 STRUCTURE IS FLOW LINE ELEVATION.
2. ALL GRATES SHALL BE GALVANIZED STEEL WITH H-20 LOADING.
3. DS-1 AND DS-2 WILL BE A BUBBLE UP STRUCTURES. PROVIDE MINIMUM 12"x12" HOLE IN BOTTOM AND INSTALL OVER 18" OF #57 STONE. SEE TYPICAL DETAILS.

DRAINAGE PIPE TABLE:

PIPE NO.	SIZE	LENGTH	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	COMMENTS
P-1	18"	115'	DS-2	DS-3	ADS N-12 PIPING

FPL ADDITION, LOT 1-4 SHIFT AND DRIVEAY MODIFICATIONS ⚠3

20' 0' 20' 40'

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

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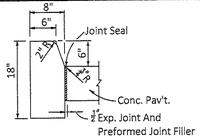
THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

PAVING AND GRADING PLAN

ERIN L. TRAUGER — No. 65578 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — ERIN L. TRAUGER, P.E. #65578

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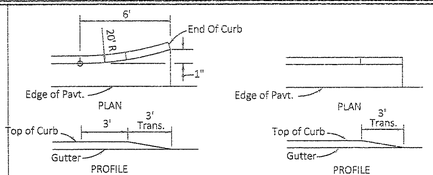
DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-6
PROJECT: 17-108



Notes:
1. For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only.
2. FDOT details are provided for reference info only. See most current corresponding index number in latest edition of the roadway and traffic design standards manual for complete detail information and specifications.

FDOT TYPE 'D' CURB DETAIL

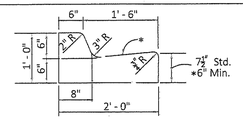
NTS



FLARED END STRAIGHT END

FDOT TYPE 'F' CURB AND GUTTER ENDING DETAIL

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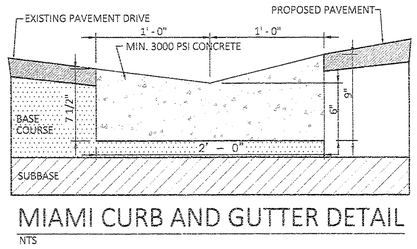


Notes:
1. For use adjacent to concrete or flexible pavement. Expansion joint, preformed joint filler and joint seal are required between curb and gutter and concrete pavement only. For details depicting usage adjacent to pavement sections, see FDOT Index #520-001.
2. FDOT details are provided for reference info only. See most current corresponding index number in latest edition of the roadway and traffic design standards manual for complete detail information and specifications.

* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

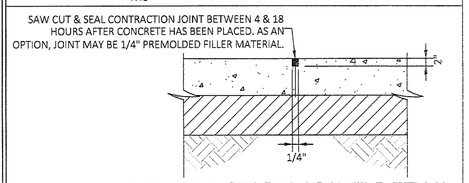
FDOT TYPE 'F' CURB AND GUTTER DETAIL

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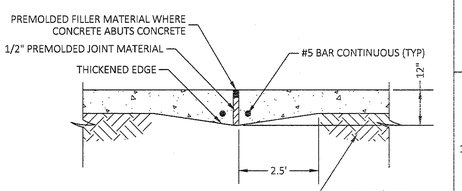
MIAMI CURB AND GUTTER DETAIL

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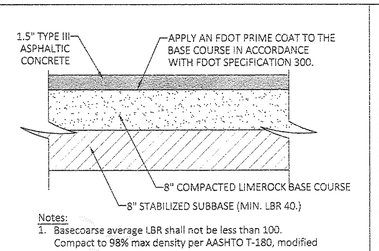
CONTRACTION JOINT DETAIL

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EXPANSION JOINT WITH THICKENED EDGE DETAIL

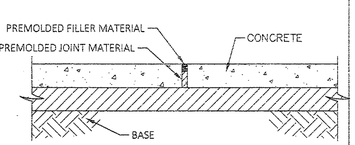
NTS



Notes:
1. Basecoarse average LBR shall not be less than 100. Compact to 98% max density per AASHTO T-180, modified proctor.
2. Subgrade shall be stabilized to LBR 40 per FDOT Standard Specifications 160-2. Compaction shall be same as Base Course.
3. Contractor shall contact geotechnical engineer to complete soils investigation prior to construction and obtain their pavement design recommendations.

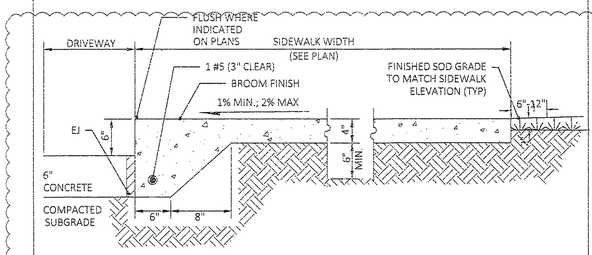
DRIVEWAY PAVEMENT SECTION

NTS



EXPANSION JOINT DETAIL

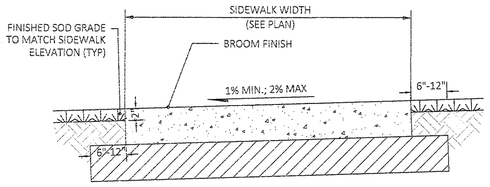
NTS



Notes:
1. Concrete sidewalk shall be min. 6" thick in City of Cocoa Right of way and 4" thick onsite, 3000 psi (minimum) FDOT Class I fiber-reinforced concrete having a light broom finish and cured with FDOT 925-2 curing compound applied at a rate of 1 gal/200 sf.
2. Construct sidewalk on 6" thick Type B stabilization compacted to a min. of 95% of max. density in accordance with AASHTO T-180. The subgrade shall project a min. of 6" outside the edge of the sidewalk on both sides.
3. Provide expansion joints at connection points of other impervious surfaces and locations including but not limited to at the P.C. and P.T. curves, junctions with existing and new sidewalks, and where new sidewalks abuts curbs, driveways, pavement, etc. Expansion joints shall be located on 25 foot centers.
4. Provide contraction joints at locations per FDOT Index No. 522-001 for entire length of sidewalk. Construct joints per this index and FDOT requirements .
5. Construct buffers at front and back of sidewalk two feet wide with maximum slope of ¾" per foot.
6. The finished grade of the soil adjacent to the sidewalk shall be held below the top of the sidewalk to allow proper drainage after installation of the sod
7. Proposed sidewalk in FDOT right-of-way shall match existing FDOT sidewalk width, joint spacing, subgrade depth, and surface finish. Provide per FDOT Index No. 522-001 or most current corresponding index number in latest edition of the roadway and traffic design standards manual for complete detail information and specifications. Include expansion joint where new sidewalk abuts existing sidewalk.

RAISED SIDEWALK DETAIL

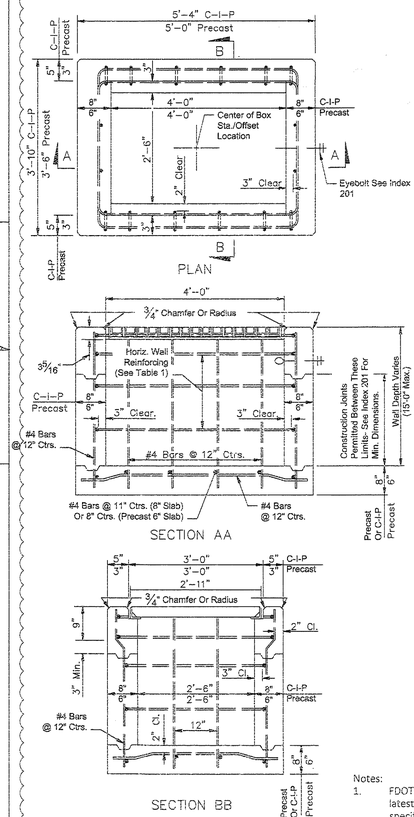
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Notes:
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6. The finished grade of the soil adjacent to the sidewalk shall be held below the top of the sidewalk to allow proper drainage after installation of the sod.
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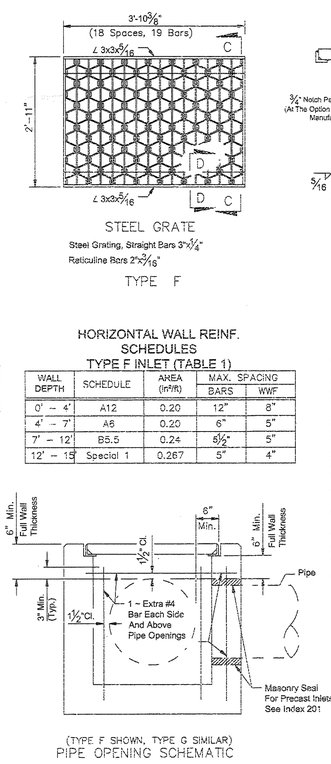
SIDEWALK DETAIL

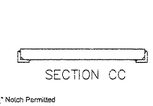
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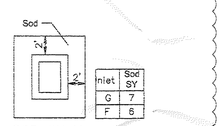


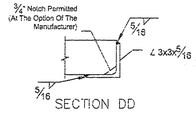
HORIZONTAL WALL REINF. SCHEDULES TYPE F INLET (TABLE 1)

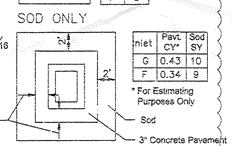
WALL DEPTH	SCHEDULE	AREA (in²/ft)	MAX. SPACING BARS	MAX. SPACING WWF
0' – 4'	A12	0.20	12"	8"
4' – 7'	A8	0.20	6"	5"
7' – 12'	B5.5	0.24	5½"	5"
12' – 15'	Special 1	0.267	5"	4"











Notes:
1. Pavement and/or sod to be used only where called for in the plans.
2. Cost of paving to be included in cost of inlet.

PAVEMENT AND SODDING

GENERAL NOTES

1. These inlets are designed for use in ditches, medians, pavement areas, or other areas subject to heavy wheel loads, minimal debris, and bicycle traffic. This inlet may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet. When inlet is placed in areas subject to bicycle traffic, install filler bar when clearance or gap is greater than 1" as shown in index 218 Inset B.
2. When Alternate G grate is specified in plans, the grate is to be hot dip galvanized after fabrication.
3. These inlets may be used with Alternate B structure bottoms, Index 200. The inlet and bottom combinations are to be paid for under the contract unit price for inlets (DT Bot) (Type F (or G)) (J Bot, Depth), Ea.
4. All exposed edges and corners shall be ¾" chamfer or tooled to ¼" radius.
5. For supplemental details, see Index 201.
6. All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening, as shown.
7. All dimensions are for both precast and cast-in-place inlets unless otherwise noted.

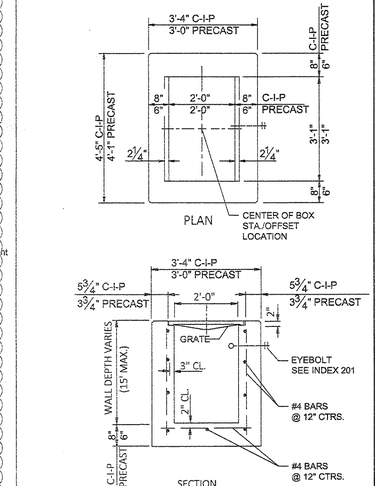
RECOMMENDED MAXIMUM PIPE SIZES	
INLET INSIDE WIDTH	PIPE SIZE
2'–6" (Type F)	18"
4'–0" (Type F)	30"
4'–10" / 5'–0" (Type G)	42"

Note: Recommended sizes are for concrete pipe. Sizes for other types of pipe must be verified for fit in accordance with Index No. 201. For larger pipe sizes see Note 3.

Notes:
1. FDOT details are provided for reference info only. See most current corresponding Index Number 425-053 in latest edition of the roadway and traffic design standards manual for complete detail information and specifications.

FDOT TYPE F INLET DETAIL

NTS



HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-15'	A12	0.20	12"	8"

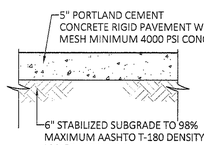
TYPE C

RECOMMENDED MAXIMUM PIPE SIZE:
2'-0" WALL - 18" PIPE
3'-1" WALL - 24" PIPE (18" WHERE AN 18" PIPE ENTERS A 2'-0" WALL)

Notes:
1. FDOT details are provided for reference info only. See most current corresponding Index Number 425-052 in latest edition of the roadway and traffic design standards manual for complete detail information and specifications.
2. Use 4000 psi (minimum concrete)
3. Use H-20 (traffic bearing) hot dipped galvanized steel grate.

FDOT TYPE C INLET DETAIL

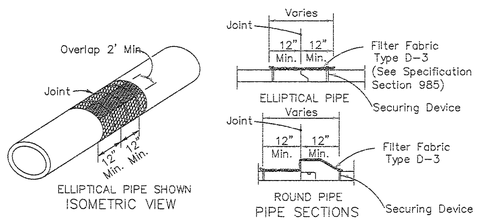
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Notes:
1. Provide thickened edge per typical detail on all edges.
2. Provide engineer a joint plan for approval a minimum of two weeks prior to pouring.

CONCRETE DRIVE DETAIL

NTS



Cost of filter fabric jacket to be included in cost of pipe culverts.
FOR ALL PIPE TYPES – CONCRETE PIPE SHOWN

Notes:
1. FDOT details are provided for reference info only. See most current corresponding Index Number 280 in latest edition of the roadway and traffic design standards manual for complete detail information and specifications.

FILTER FABRIC JACKET DETAIL

NTS

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

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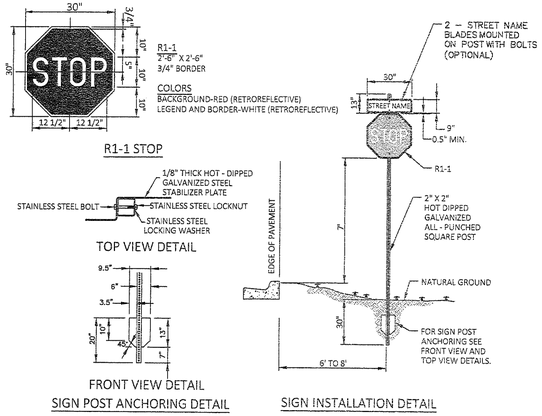
THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

SITE DETAILS

ERIN L. TRAUGER
LICENSE
No. 69578
STATE OF FLORIDA
PROFESSIONAL ENGINEER
ERIN L. TRAUGER
P.E. #69578

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DATE:	10-1-18
SECTION:	33
TOWNSHIP:	24
RANGE:	36
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DRAWING NO.	C-7
PROJECT:	17-108

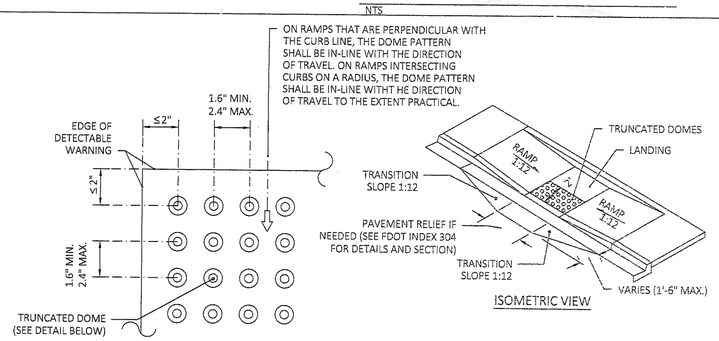


CITY OF MELBOURNE TRAFFIC SIGN SPECIFICATION SHEET

1. Sign reflective specification: 3M High Intensity or equivalent.
2. Mounting Specifications: Shall be mounted on 2" square all-punched galvanized post of the appropriate length. (minimum 12').
3. Mounting Hardware: Cherry-Mate Aluminum Rivets #BALM88P34 shall be used to attache street name sign blanks to post. two sets of rivets per sign blank. Street sign blanks shall be riveted together at each end by using a 3/16" small flange AVEX rivet. all other signs shall be attached to post using 5/16" X 2 1/2" stainless steel bolts with 5/16" stainless steel locknuts.
4. Galvanized Anchor Plate: A formed anchor plate (see detail) shall be mounted on post by using 5/16" X 2 1/2" stainless bolt, washer and 5/16" lock nut. Top of plate shall be mounted approximately 20" from the bottom of post.
5. Note: When erecting stop sign and street name signs on the same post a 14' post post is required.
6. Maximum lateral distance measured from the near edge of the road pavement to sign post shall be 8', and the minimum lateral distance shall be 6'.
7. Height Requirements: Sign Erections shall be such that the bottom of the sign is 7' above road surface.
8. Exception: (Combined Mounting) where two or more signs are mounted on sign post, the clearance may be reduced to 6'. Example: Stop sign and street name combination.
9. 24" stop signs shall only be used within a subdivision area. Streets existing subdivision or major thoroughfares stop signs shall be 30".
10. On subdivision streets, a Speed Limit of 25 MPH will be standard. A street cannot post less than 25 MPH without a speed study being completed and approved by the City Engineer.
11. All sign installations shall be approved by City Public Works Inspectors.

SIGN INSTALLATION DETAIL

NTS

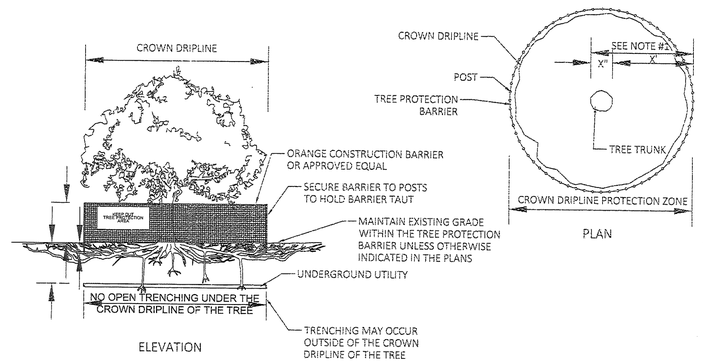


Notes:

1. FDOT details are provided for reference info only. See most current corresponding index number in latest edition of the roadway and traffic design standards manual for complete detail information and specifications. Reference FDOT Design Standards Indexes 304 and 310 for sidewalk, ramps and detectable warnings (truncated domes).
2. Cross Slopes and Grades:
   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this index are maximums. Steeper slopes are not permitted unless otherwise detailed in the Plans.
   B. Landings must have slopes less than or equal to 0.02 in any direction.
   C. Install ramp slopes along a single linear plane (i.e. no warps or varying slope)
3. Grade Breaks:
   A. Grade breaks at the top and bottom of ramps must be parallel to each other and perpendicular to the direction of the ramp slope.
4. Existing Curb, Curb and Gutter and/or Sidewalk:
   A. Remove any existing curb or curb and gutter to the nearest joint beyond the curb transition or to the extent that no remaining section of curb or curb and gutter is less than 5 feet long. Remove any existing sidewalk to the nearest joint beyond the transition slope or to the extent that no remaining section of sidewalk is less than 5 feet long.
   B. Refer to Index 310 for Concrete Sidewalk details.
5. Detectable Warnings:
   A. Install detectable warnings in accordance with Specification Section 527.
   B. Place detectable warnings across the full width of the ramp or landing, to a depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
6. Detectable Warnings - Acceptance Criteria:
   A. Color and texture shall be complete and uniform (brick red in Brevard County).
   B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   C. There shall be no more than 4 non-compliant domes in any one square foot.
   D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   E. Surfaces shall not deviate more than 0.10" from a true plane.
7. Refer to the site construction plans for location of detectable warnings.

HANDICAP RAMP DETAIL

NTS



Notes:

1. Crown Dripline Protection Zone: Extends in all directions from trunk of tree to a distance equal to one foot per inch of trunk diameter at breast height for protected tree species.
2. Staging, storage, dumping, washing and operation of equipment is not permitted within the limits of the tree protection barrier, including during barrier installation.
3. Install all tree protection prior to commencement of construction and remove when directed by the engineer. Maintain protection at all times.
4. For closely spaced groups of trees, place the tree protection barrier around the entire group.
5. Inspect trunk protection and tree quarterly to prevent girdling. Adjust bands to allow tree growth as needed.
6. See plans for any additional requirements or modifications within the tree protection area.
7. Place weather resistant sign every 50' along the barrier, with 6" minimum text height and provide text in English and Spanish in environmentally sensitive areas . Sign should read " Keep Out Tree Protection Area".
8. FDOT details are provided for reference info only. See most current corresponding index number in latest edition of the roadway and traffic design standards manual for complete detail information and specifications. Alternate tree protection systems approved by the Engineer may be used in lieu of the tree pretection barrier detailed on this Index. ⚠

TREE PROTECTION DETAIL

NTS

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

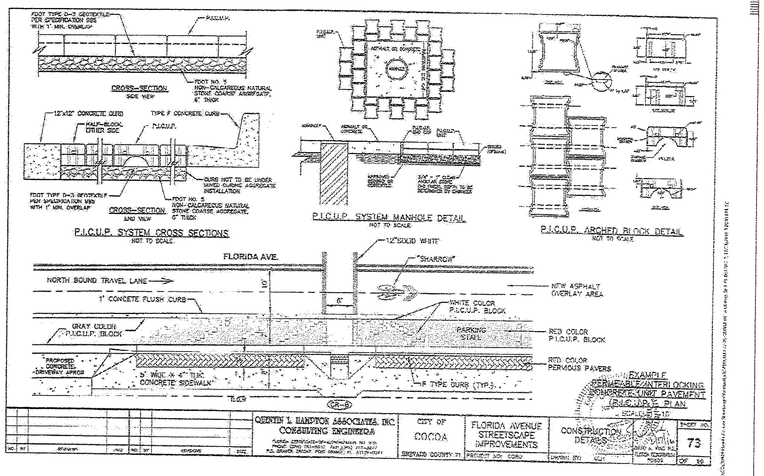
THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

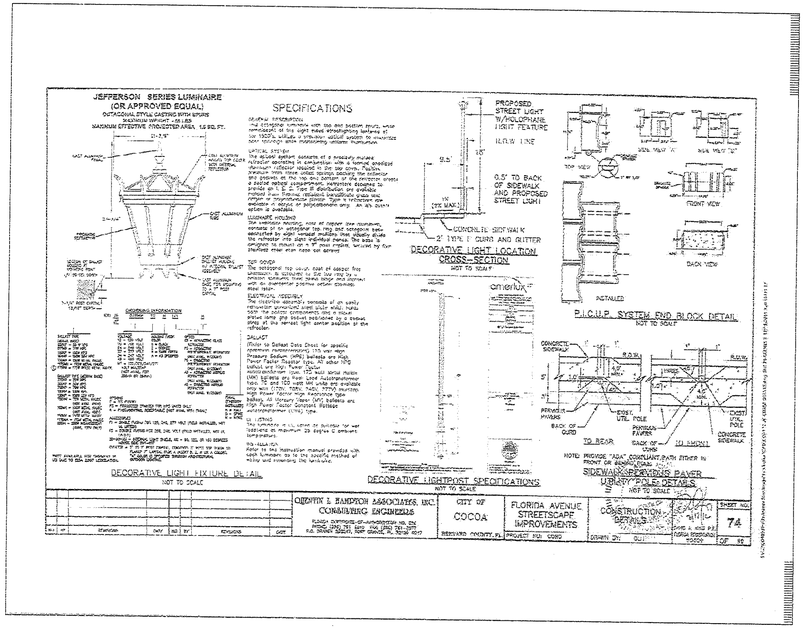
SITE DETAILS

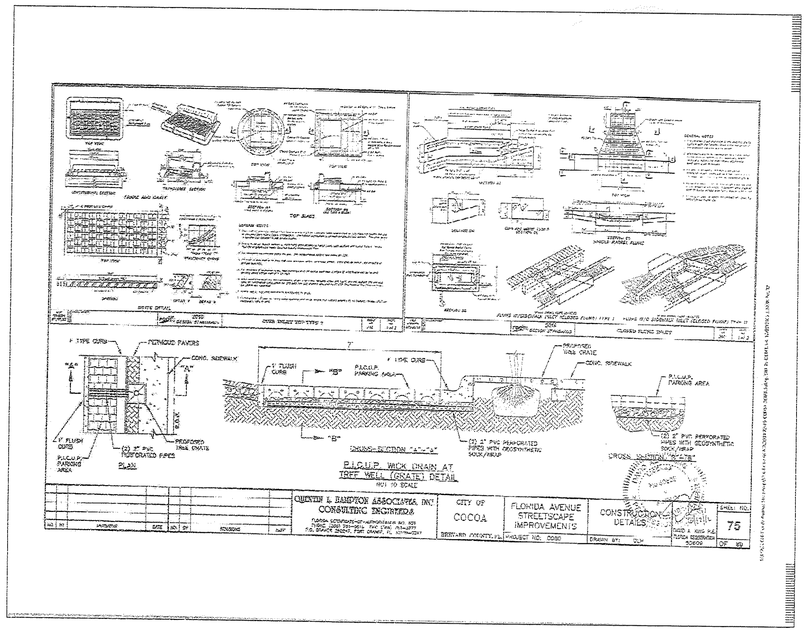
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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-8A
PROJECT: 17-108







REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

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THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

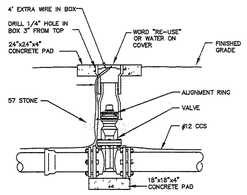
SITE DETAILS

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO.
C-8B
PROJECT: 17-108

GATE VALVE AND VALVE BOX DETAIL
NTS

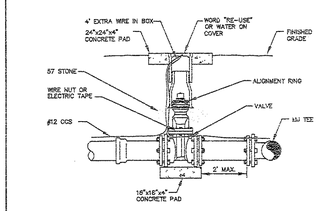


NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENTION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.

THIS DETAIL APPLIES TO ALL BURIED VALVES.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	GATE VALVE AND VALVE BOX DETAIL	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

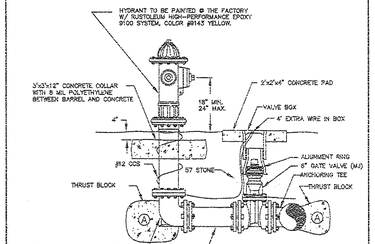
GATE VALVE AND FITTING DETAIL
NTS



NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PIPE NOT ALLOWED.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	GATE VALVE AND FITTING DETAIL	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & FITTING DETAIL	

FIRE HYDRANT DETAIL

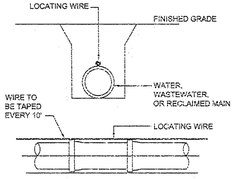


NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 1/4-#8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE SPECIFICATION 1.2.5.

Ⓐ REFER TO THRUST BLOCK NOTES AND DETAILS.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	FIRE HYDRANT DETAIL	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: FIRE HYDRANT DETAIL	

LOCATING WIRE DETAIL



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (#12 CCS) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE SECTION 1.5.5.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	LOCATING WIRE DETAIL	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: LOCATION WIRE DETAIL	

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) PIPE SIZE 4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	21	29	38	45	53	66	79	91
45° BEND	9	12	16	19	22	45	33	38
22-1/2° BEND	5	6	8	9	11	14	16	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

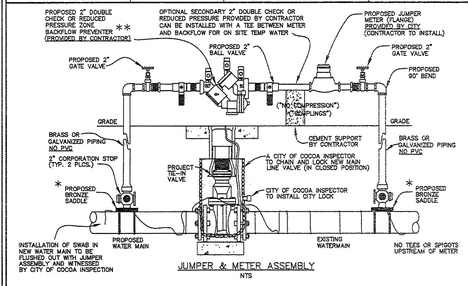
NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SN (SAND SILT)
   LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: RESTRAINED PIPE TABLE ENTER AND RECLAIMED	

JUMPER & METER ASSEMBLY
NTS



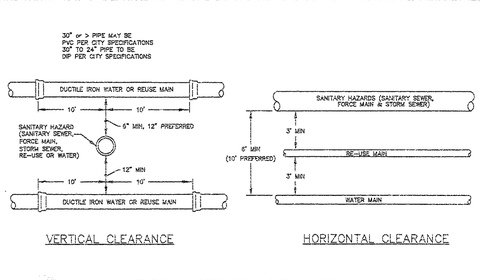
** BACKFLOW PREVENTER TO BE TESTED AFTER INSTALLATION. CONTRACTOR TO PROVIDE TEST RESULTS TO INSPECTORS.

* INLET: AWWA TAPER ("CC"). THREAD OUTLET: F.I.P. THREAD

NOTES:
1. REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED WATER MAIN IMPROVEMENTS.
2. ONLY EXCEPTION TO JUMPER AND METER ASSEMBLY IS INSTALLATION OF FIRE HYDRANT WHERE AN ANCHORING NIPPLE IS USED.

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	JUMPER & METER ASSEMBLY	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: JUMPER & METER ASSEMBLY	

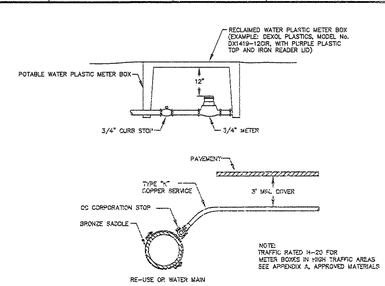
TYPICAL REQUIRED SEPARATION
NTS



PER FDEP 62-555.314

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TYPICAL REQUIRED SEPARATION	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL REQUIRED SEPARATION	

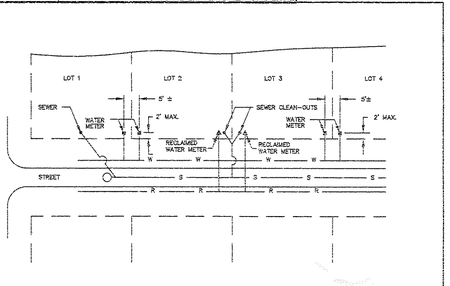
TYPICAL SERVICE LINE
NTS



NOTE: TRAFFIC RATED H-20 FOR METER BOXES IN HIGH TRAFFIC AREAS SEE APPENDIX A, APPROVED MATERIALS

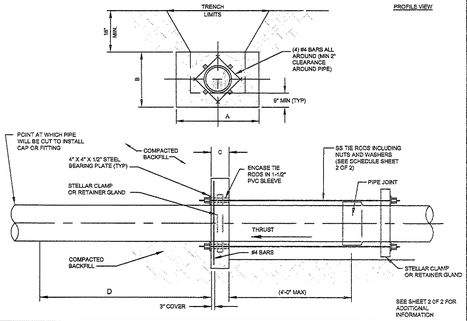
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TYPICAL SERVICE LINE	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL SERVICE LINE	

TYPICAL LOT SERVICE LINE LOCATION
NTS



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TYPICAL LOT SERVICE LINE LOCATION	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL LOT SERVICE LINE LOCATION	

THRUST COLLAR WATER AND RECLAIMED



SEE SHEET 2 OF 2 FOR ADDITIONAL INFORMATION

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	THRUST COLLAR WATER AND RECLAIMED	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 2
		ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2	

THRUST COLLAR WATER AND RECLAIMED

SCHEDULE OF DIMENSIONS AND MATERIALS							
PIPE SIZE (INCHES)	DIMENSIONS (FT.) A	B	C	D	TIE RODS REQ'D DIA. (in.)	NO.
4	2.0	2.0	1.0	2.0	3/4	2
6	2.0	2.0	1.0	4.0	3/4	2
8	3.0	3.0	1.0	5.0	3/4	2
10	4.0	3.0	1.0	6.0	3/4	4
12	5.0	3.0	1.0	10.0	3/4	4
16	*	*	*	*	*	*
20	*	*	*	*	*	*
24	*	*	*	*	*	*

NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 3000 LBS/SQ FT. SOIL RESISTANT BEARING, SOIL DENSITY ASSUMED 130 PCF, SOIL COHESION 2ⁿ.

NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. TIE RODS TO BE 3/4" SS 18-8 TYPE 304.

* TO BE DESIGNED BY ENGINEER OF RECORD.

SEE SHEET 1 OF 2 FOR ADDITIONAL INFORMATION

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	THRUST COLLAR WATER AND RECLAIMED	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 2 OF 2
		ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 2 OF 2	

THRUST BLOCK NOTES & DETAILS

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F., THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

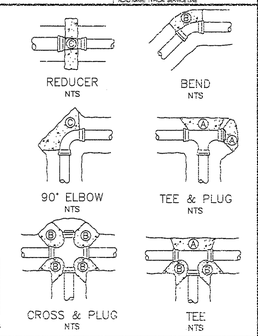
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

MINIMUM BEARING AREA (SQ. FT.)

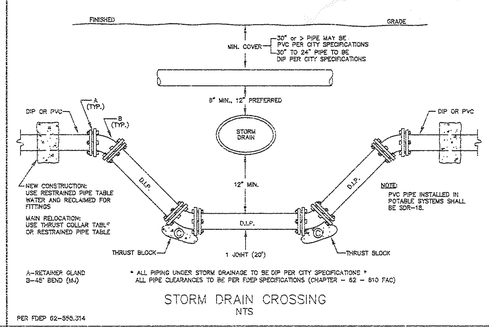
LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1-7/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B (22-1/2°)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-1/4	14-1/2	25-1/4	39

THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH W/ BEARING POST AT 2000 P.S.F. SOIL BEARING CAPACITY.



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	THRUST BLOCK NOTES & DETAILS	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: THRUST BLOCK NOTES & DETAILS	

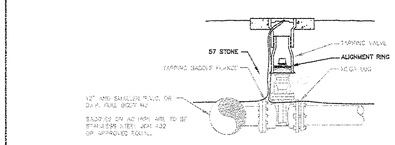
STORM DRAIN CROSSING
NTS



PER FDEP 62-555.314

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	STORM DRAIN CROSSING	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: STORM DRAIN CROSSING	

TAPPING SADDLE AND VALVE
NTS



TAPPING SADDLE AND VALVE
NTS

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	TAPPING SADDLE AND VALVE	DRAWN BY: J. WILLIAMS	SCALE:
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TAPPING SADDLE AND VALVE	

REV#	DATE	REVISION

ERIN TRAUGER CONSULTING ENGINEER
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THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

WATER DETAILS

ERIN L. TRAUGER, P.E. No. 66578, STATE OF FLORIDA, PROFESSIONAL ENGINEER
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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-9
PROJECT: 17-108

1.1 SCOPE OF WORK

1.1.1 GENERAL

ALL POTABLE WATER AND RECLAIMED WATER MAINS AND APPURTENANCES MUST BE INSTALLED IN ACCORDANCE WITH THE CITY OF COCOA UTILITIES DEPARTMENT'S TECHNICAL PROVISIONS AND STANDARD DETAILS, THE CITY OF COCOA UTILITIES DEPARTMENT UTILITIES HANDBOOK AND THE APPROVED PLANS, FOR THE CONSTRUCTION OF THE WATER DISTRIBUTION SYSTEM AND THE WATER RECLAMATION SYSTEM. CONTRACTOR REQUIREMENTS INCLUDE:

- FURNISHING ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY OR INCIDENTAL TO THE CONSTRUCTION.
- OBTAINING AND PAYING FOR ALL PERMITS, INSPECTIONS, AND OTHER OFFICIAL FEES IN CONNECTION WITH THE WORK.
- ARRANGING A PRE-CONSTRUCTION CONFERENCE WITH THE ENGINEERING INSPECTION DIVISION. ALL FEES MUST BE PAID PRIOR TO PRE-CONSTRUCTION MEETING. IT IS REQUIRED THAT THE PRE-CONSTRUCTION MEETING BE HELD PRIOR TO ORDERING MATERIALS.
- SCHEDULING MATERIALS INSPECTION (24 HOURS NOTICE), OPEN DITCH INSPECTION, PRESSURE/LEAKAGE TEST, AND FINAL INSPECTION.
- PROVIDE ALL DOCUMENTS PER THE PROJECT REQUIREMENT LETTER, INCLUDING BUT NOT LIMITED TO AS BUILT DRAWINGS, BILLS OF SALE, EASEMENTS, ETC.

ANY DEVIATION FROM THESE REQUIREMENTS MUST BE APPROVED IN WRITING BY THE UTILITIES DIRECTOR OR HIS DESIGNEE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FEES CHARGED BY THE CITY ARE SET BY CITY COUNCIL BY RESOLUTION AND ARE LISTED ON THE APPENDIX "WATER SERVICE RATES AND CHARGES" MADE A PART OF THE UTILITIES HANDBOOK. FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE MOST CURRENT FEES WILL BE CHARGED.

THE UTILITIES DEPARTMENT AND ENGINEERING DIVISION ARE LOCATED AT 351 SHEARER BLVD., COCOA, FLORIDA, 32922. THE DISPATCH TELEPHONE NUMBER IS (321) 433-8718; FACSIMILE NUMBER IS (321) 433-8708.

1.1.2 DEFINITIONS

THE TERM "APPROVED EQUAL" IS USED TO MEAN A PART OR ITEM THAT HAS BEEN APPROVED IN WRITING BY THE TECHNICAL PROVISION AND STANDARD DETAILS ADVISORY COMMITTEE OR THE UTILITIES DIRECTOR. A WRITTEN REQUEST MUST BE MADE IN ORDER TO HAVE AN ITEM ACCEPTED AS AN APPROVED EQUAL. WRITTEN SPECIFICATIONS ON THE PART OR ITEM MUST BE FURNISHED WITH THE REQUEST.

APPROVED TAPPING/LINESTOP CONTRACTOR - A CONTRACTOR WHO HAS BEEN APPROVED BY THE ENGINEERING DIVISION TO PERFORM TAPS OR LINESTOPS WITHIN THE COCOA WATER SYSTEM. SOME CONTRACTORS ARE ONLY ALLOWED TO PERFORM .75"- 2.00" TAPS FOR THEMSELVES ON THEIR ON PROJECTS, THEY MAY NOT PERFORM TAPS FOR ANYBODY ELSE.

BACKFLOW PREVENTER ASSEMBLY - A BACKFLOW ASSEMBLY IS AN APPROVED, TESTABLE ASSEMBLY COMPOSED OF TWO INDEPENDENTLY ACTING, APPROVED CHECK VALVES, INCLUDING TIGHTLY CLOSING RESILIENT SEATED SHUTOFF VALVES ATTACHED AT EACH END OF THE ASSEMBLY AND FITTED WITH PROPERLY LOCATED RESILIENT SEATED TEST COCKS.

BONAFIDE TAPPING CONTRACTOR - MEANS THE CONTRACTOR IS IN THE BUSINESS OF DOING TAPS OR LINE STOPS.

CANAL - A TRENCH, THE BOTTOM OF WHICH IS NORMALLY COVERED BY WATER, WITH THE UPPER EDGES OF ITS TWO SIDES NORMALLY ABOVE WATER.

CITY - MEANS THE CITY OF COCOA.

COLLECTION MAINS - WASTEWATER GRAVITY MAINS.

COMPETENT PERSON - A PERSON WHO IS CAPABLE OF IDENTIFYING EXISTING AND PREDICTABLE HAZARDS IN THE SURROUNDINGS OR WORKING CONDITIONS WHICH ARE UNSANITARY, HAZARDOUS, OR DANGEROUS TO EMPLOYEES, AND WHO HAS AUTHORIZATION TO TAKE PROMPT CORRECTIVE MEASURES TO ELIMINATE THEM.

DISTRIBUTION MAIN - ANY WATER TWELVE INCHES (12") AND SMALLER.

DOMESTIC - MEANS MADE OR MANUFACTURED IN THE USA.

DRAINAGE DITCH OR IRRIGATION DITCH - A MAN-MADE TRENCH WHICH IS DUG FOR THE PURPOSE OF DRAINING WATER FROM THE LAND OR FOR TRANSPORTING WATER FOR USE ON THE LAND AND WHICH IS NOT BUILT FOR NAVIGATIONAL PURPOSES.FORCE MAIN - WASTEWATER MAIN UNDER PRESSURE.

MANUAL - CITY OF COCOA UTILITIES TECHNICAL SPECIFICATION AND STANDARD DETAILS MANUAL

NORMAL WORKING DAY - MONDAY THROUGH FRIDAY, EXCLUDING CITY HOLIDAYS.

NORMAL WORKING HOURS - HOURS ARE BETWEEN THE HOURS OF 8:00 A.M. TO 5:00 P.M. OF A NORMAL WORKING DAY.

PASSIVATED - TREATED OR COATED METAL TO REDUCE THE CHEMICAL REACTIVITY OF ITS SURFACE.

STAINLESS STEEL - A STEEL ALLOY WITH A MINIMUM OF 10.5% TO 11% CHROMIUM.

SUBSTANTIAL COMPLETION - THE POINT WHEN THE CONSTRUCTION PROJECT HAS BEEN FINISHED TO THE POINT THAT THE CITY OF COCOA CAN USE THE PROJECT FOR THE PURPOSE IT WAS INTENDED.

SWALE - A MAN-MADE TRENCH WHICH:
A. HAS A TOP WIDTH-TO-DEPTH RATIO OF THE CROSS-SECTION EQUAL TO OR GREATER THAN 6:1, OR SIDE SLOPES EQUAL TO OR GREATER THAN THREE FEET HORIZONTAL TO ONE FOOT VERTICAL;
B. CONTAINS CONTIGUOUS AREAS OF STANDING OR FLOWING WATER ONLY FOLLOWING A RAINFALL EVENT;
C. IS PLANTED WITH OR HAS STABILIZED VEGETATION SUITABLE FOR SOIL STABILIZATION, STORMWATER TREATMENT, AND NUTRIENT UPTAKE;
D. IS DESIGNED TO TAKE INTO ACCOUNT THE SOIL ERODIBILITY, SOIL PERCOLATION, SLOPE, SLOPE LENGTH, AND DRAINAGE AREA SO AS TO PREVENT EROSION AND REDUCE POLLUTANT CONCENTRATION OF ANY DISCHARGE.

TECHNICAL PROVISION AND STANDARD DETAILS COMMITTEE - COMMITTEE WHOSE MEMBERS SHALL CONSIST OF THE MANAGER, OR THEIR DESIGNEE, OF THE FOLLOWING UTILITIES DIVISIONS: ENGINEERING, INSPECTIONS, WFO, WASTEWATER. THE COMMITTEE EVALUATES AND PROPOSES REVISIONS FOR THE DESIGN STANDARDS, SPECIFICATIONS, DRAWINGS, PRODUCTS AND PROCEDURES FOR THE TPSD.
TRANSMISSION MAIN - ANY WATER MAIN SIXTEEN INCH (16") AND LARGER. FOURTEEN INCH (14") PIPELINES ARE NOT ACCEPTABLE.

UTILITIES - UTILITIES DEPARTMENT OF THE CITY OF COCOA, COCOA, FLORIDA, AND/OR ITS DESIGNATED REPRESENTATIVE(S).

WHENEVER A SPECIFICATION FROM A SPECIFIC SOURCE IS CITED, THE MOST CURRENT REVISION OF THAT SPECIFICATION WILL BE USED. THE WORD "SHALL" IS MANDATORY, AND THE WORD "MAY" IS PERMISSIVE.

UNLESS OTHERWISE SPECIFIED, "CITY" MEANS CITY OF COCOA; "UTILITIES DEPARTMENT" MEANS CITY OF COCOA UTILITIES DEPARTMENT; "ENGINEERING DIVISION" MEANS CITY OF COCOA UTILITIES DEPARTMENT, ENGINEERING DIVISION, "INSPECTIONS" MEANS CITY OF COCOA ENGINEERING INSPECTIONS DIVISION.

1.1.3 ABBREVIATIONS

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS - AASHTO
ASBESTOS CEMENT - AC
ASSOCIATION OF PVC PIPE MANUFACTURERS - UNI-BELL
AMERICAN NATIONAL STANDARDS INSTITUTE - ANSI
AMERICAN SOCIETY OF CIVIL ENGINEERS - ASCE
AMERICAN SOCIETY OF MECHANICAL ENGINEERS - ASME
AMERICAN SOCIETY FOR TESTING AND MATERIALS - ASTM
AMERICAN WATER WORKS ASSOCIATION - AWWA
AMERICAN WATER WORKS ASSOCIATION TAPERED THREAD - CC
AMERICAN SOCIETY OF SANITARY ENGINEERS - ASSE
AUTOMATIC TRANSFER SWITCH - ATS
CITY OF COCOA - COC
COPPER CLAD STEEL - CCS
COPPER DEVELOPMENT ASSOCIATION - CDA
DIMENSION RATIO - DR
DOUBLE CHECK DETECTOR ASSEMBLIES - DCDA
DRY FILM THICKNESS - DFT
DUCTILE IRON PIPE RESEARCH ASSOCIATION - DIPRA
DUCTILE IRON PIPE - DIP
ENGINEER OF RECORD - EOR
FLORIDA ADMINISTRATIVE CODE - FAC
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - FDEP
FLORIDA DEPARTMENT OF TRANSPORTATION - FDOT
FLORIDA EAST COAST RAIL ROAD - FECRR
FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH - FCCCHR
FLANGE - FL
FACTORY MUTUAL - FM
HORIZONTAL DIRECTIONAL DRILLING - HDD
JACK AND BORE - J&B
MAINTENANCE OF TRAFFIC - MOT
MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - MUTCD
NATIONAL ASSOCIATION OF CORROSION ENGINEERS - NACE
NATIONAL FIRE PROTECTION ASSOCIATION - NFPA
NATIONAL SANITATION FOUNDATION - NSF
NATIONAL STANDARD THREAD - NST
NON-RISING STEM - NRS
ORIGINAL EQUIPMENT MANUFACTURER - OEM
OUTSIDE SCREW AND YOKE - OS&Y
NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM - NPDES
POLYVINYLCHLORIDE - PVC
PORTABLE CHANGEABLE MESSAGE SIGNS - PCMS
PRECAUTIONARY BOIL WATER NOTICE - PBWN
PROJECT MANAGER - PM
POUNDS PER SQUARE INCH - PSI
RAISED PAVEMENT MARKER - RPM
REDUCED PRESSURE ZONE ASSEMBLY - RPZ
REINFORCED CONCRETE PIPE - RCP
STAINLESS STEEL - SS
TECHNICAL PROVISION AND STANDARD DETAILS - TPSD
TRAFFIC CONTROL PLAN - TCP
UNDERWRITERS LABORATORIES - UL
UNIFIED NUMBERING SYSTEM - UNS
UTILITIES DEPARTMENT - UD
VARIABLE FREQUENCY DRIVE - VFD

1.2 MATERIAL SPECIFICATIONS

1.2.1 PIPE

1.2.1.1 POLYVINYL CHLORIDE PRESSURE PIPE, 4"-12"

POLYVINYL CHLORIDE PRESSURE PIPE (SIZES 4" THROUGH 12") WILL BE CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETER CLASS 235 (DR 18) CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION'S (AWWA) SPECIFICATION C900 AND WILL BE BLUE OR WHITE IN COLOR. PIPE WILL BE IN STANDARD 20-FOOT LENGTHS. ALL JOINTS WILL BE OF THE ELASTOMERIC-GASKET TYPE WITH THICKENED, INTEGRAL SOLID-WALL BELL OR COUPLING WITH THE SAME OR AS THE BARREL. ALL PVC PIPE AND COUPLINGS WILL BEAR THE UL LABEL AND NSF APPROVAL FOR POTABLE WATER.

1.2.1.2 FUSIBLE POLYVINYL CHLORIDE PIPE, 4" THRU 12"

POLYVINYL CHLORIDE PRESSURE PIPE (SIZE 4" THROUGH 12") WILL BE CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETER AND A PRESSURE RATING OF 235 P.S.I. (DR 18) CONFORMING TO AWWA SPECIFICATION C900 AND WILL BE BLUE OR WHITE IN COLOR. FUSIBLE PVC PIPE SHALL BE SUPPLIED BY UNDERGROUND SOLUTIONS, INC. IT SHALL BE INSTALLED IN ACCORDANCE WITH THE SUPPLIERS' SPECIFICATIONS. ALL PVC PIPE WILL BEAR THE UL LABEL AND NSF APPROVAL FOR POTABLE WATER.

1.2.1.3 DUCTILE IRON PIPE

DUCTILE IRON PIPE WILL BE CEMENT-LINED PRESSURE CLASS 350 FOR 12-INCH DIAMETER AND SMALLER AND CLASS 250 FOR 14-INCH AND LARGER CONFORMING TO AWWA SPECIFICATION C151. WATER MAIN AND STORM DRAIN CROSSING CONFLICTS WILL BE PROPERLY DESIGNED BY THE PROJECT ENGINEER AND APPROVED BY THE UTILITIES DEPARTMENT PRIOR TO INSTALLATION. WATER MAINS THAT ARE LESS THAN 10 FEET APART FROM BUILDING FOUNDATIONS OR OTHER PERMANENT OBJECTS WILL BE DUCTILE IRON PIPE. IN NO CASE WILL WATER MAINS BE LOCATED LESS THAN 5 FEET FROM FOUNDATIONS. THE ABOVE DISTANCES WILL BE DOUBLED FOR WATER MAINS LARGER THAN 8" IN DIAMETER. POLYETHYLENE SLEEVE CONFORMING TO AWWA SPECIFICATION C105 WILL BE PROVIDED FOR ALL INSTALLATIONS. THE POLYETHYLENE SLEEVE WILL BE SEALED WITH TAPE, AND SHALL BE BLUE FOR WATER MAINS.

1.2.1.4 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

HDPE PIPE IS GENERALLY NOT ACCEPTED IN THE CITY OF COCOA WATER SYSTEM, EXCEPT AS A CARRIER PIPE FOR A PRESSURIZED UTILITY MAIN.

1.2.1.5 RECLAIMED WATER

PVC PIPE INSTALLED IN RECLAIMED WATER SYSTEMS WILL BE CLASS 235 (DR 18) CONFORMING TO AWWA SPECIFICATION C900 AND WILL BE PURPLE IN COLOR. DUCTILE IRON PIPE INSTALLED IN THE RECLAIMED WATER SYSTEM WILL BE PRESSURE CLASS 350 FOR 12" AND SMALLER AND PRESSURE CLASS 250 FOR 14" AND LARGER, PROVIDED 3 FEET OF COVER CAN BE MAINTAINED. WHERE COVER IS LESS THAN 3 FEET, PRESSURE CLASS 350 IS REQUIRED. POLYETHYLENE SLEEVE CONFORMING TO AWWA SPECIFICATION C105 WILL BE PROVIDED FOR ALL INSTALLATIONS. THE POLYETHYLENE SLEEVE WILL BE SEALED WITH TAPE, AND SHALL BE PURPLE FOR RECLAIMED WATER MAINS.

1.2.2 VALVES, VALVE BOXES AND VALVE EXTENSIONS

1.2.2.1 RESILIENT SEAT GATE VALVES, 4"- 36"

RESILIENT SEAT GATE VALVES WILL HAVE MECHANICAL JOINT ENDS AS MANUFACTURED BY AMERICAN FLOW CONTROL; AVK; M&H; U.S. PIPE; CLOW; MUELLER OR AN APPROVED EQUAL. THE RESILIENT SEAT GATE VALVES MUST CONFORM TO AWWA SPECIFICATION C509 OR C515 AND BE MANUFACTURED IN THE U.S.A. RESILIENT SEATS WILL BE OF NATURAL OR SYNTHETIC RUBBER AND BE FULLY ENCAPSULATED TO GATE. VALVES WILL HAVE 18-8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS. THE INTERIOR AND EXTERIOR OF THE VALVE BODY WILL BE FUSION BONDED EPOXY COATED IN ACCORDANCE WITH AWWA SPECIFICATION C550 IN ORDER TO PROVIDE A CORROSION-RESISTANT SEAT. THE COATING MUST BE APPLIED IN A MANNER TO WITHSTAND THE ACTION OF LINE FLUIDS AND OPERATION OF THE SEALING GATE UNDER LONG-TERM SERVICE. VALVE SEATS MUST SEAL BY COMPRESSION ONLY. WEDGING OR SLIDING OF THE RESILIENT SEAT IS NOT ACCEPTABLE. VALVES WILL BE SUPPLIED WITH 2"-SQUARE OPERATING NUTS AND BE DESIGNED TO PROVIDE A BUBBLE TIGHT SEAL REGARDLESS OF DIRECTION OF FLOW. OPENING THE VALVE WILL BE IN THE COUNTERCLOCKWISE DIRECTION. VALVES 16" AND LARGER WILL HAVE BEVEL GEAR OPERATORS. FOR GATE VALVES 16" AND LARGER TO BE STUDDED UP STRAIGHT, THE 2" OPERATING NUT MUST HAVE 12" OF COVER. ENGINEER OF RECORD OR CONTRACTOR MUST DEMONSTRATE THE 12" OF COVER OVER THE 2" OPERATING NUT CAN BE ACHIEVED BY SHOWING ALL PERTINENT DIMENSIONS. TAPPING VALVES SHALL HAVE A CENTERING RING.

1.2.2.2 BUTTERFLY VALVES, 16" AND LARGER

BUTTERFLY VALVES SHALL BE USED FOR ABOVE GROUND SERVICE. BUTTERFLY VALVES SHALL HAVE FLANGED ENDS, BE RUBBER SEATED, 900 TIGHT CLOSING TYPE, SHORT BODY. THE INTERIOR AND EXTERIOR WILL BE FUSION BONDED EPOXY COATED IN ACCORDANCE WITH AWWA SPECIFICATION C550. THE VALVE SHAFT WILL BE OF 316 STAINLESS STEEL. BODY DIMENSIONS AND MINIMUM SHAFT DIAMETER WILL BE IN ACCORDANCE WITH TABLES 3 AND 4 OF AWWA SPECIFICATION C504. THE VALVE SEAT WILL BE OF MOLDED NATURAL OR SYNTHETIC RUBBER, WILL BE MECHANICALLY SECURED TO THE DISC OR TO THE VALVE BODY, AND WILL MATE AGAINST A STAINLESS STEEL SEAT SURFACE. THE SHEAR RATIO WILL BE SUCH AS TO REQUIRE NOT MORE THAN 50 FOOT POUNDS OF INPUT TORQUE TO OPERATE THE VALVE AGAINST THE WORST CASE OF A WATER FLOW VELOCITY OF 10 FEET PER SECOND AT A PRESSURE OF 100 PSI DIFFERENTIAL. A TORQUE-LIMITING DEVICE WILL BE SUPPLIED IF THE ALLOWABLE OPERATOR INPUT IS LESS THAN 450 FOOT POUNDS. BUTTERFLY VALVES WILL HAVE A FACTORY INSTALLED HANDWHEEL. THE VALVE WILL OPEN WHEN THE OPERATOR NUT IS TURNED COUNTERCLOCKWISE. BUTTERFLY VALVES WILL NOT BE USED FOR BURIED SERVICE.

1.2.2.3 VALVES, 2"

TWO-INCH VALVES FOR USE WITH THE 2" BLOW-OFF GATE VALVE WILL BE RATED AT 125 SWP OR 200 WOG. ALL 2" GATE VALVES MUST MEET ALL EPA AND DEP REQUIREMENTS REGARDING LEAD AND ZINC CONTENTS. BRASS FITTINGS AND 2" BRASS WHEEL VALVES ARE SHALL BE USED ON BLOW-OFFS. ALL VALVES MUST BE MANUFACTURED IN THE U.S.A.

1.2.2.4 VALVE BOXES

VALVE BOXES AND LIDS MUST BE MANUFACTURED IN THE U.S.A. BOXES AND LIDS MUST BE STRUCTURALLY EQUAL TO THOSE PRODUCED BY EAST JORDAN IRON WORKS OR TYLER AND MUST HAVE 5-1/4" MINIMUM INSIDE DIAMETER. CAST IRON VALVE BOXES WILL CONSIST OF A CIRCULAR CAST IRON TOP AND BOTTOM SECTION. THE DEPTH MUST BE DETERMINED AND THE APPROPRIATE VALVE BOX MUST BE INSTALLED. NO PVC OR DUCTILE IS PERMITTED IN THE VALVE BOX. BOXES MUST BE SET FLUSH WITH FINISHED GROUND SURFACE IN SUCH A MANNER AS TO PERMIT EASY USE OF A VALVE WRENCH AND TO PREVENT SURFACE LOADS FROM BEING TRANSMITTED TO THE VALVE OR PIPE. BOX SECTIONS MUST BE TELESCOPIC AND ADJUSTABLE. VALVE BOX LIDS SHOULD HAVE THE WORD "WATER" OR "SEWER" OR "REUSE", AS APPROPRIATE, CAST ON THE TOP. A CONCRETE PAD (24" L X 24" W X 4" D) WILL BE POURED AROUND ALL BOXES AT FINISHED GRADE LEVEL UNLESS THE VALVE IS LOCATED IN A PAVED ROADWAY OR PARKING LOT.

1.2.2.5 VALVE EXTENSIONS

IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENSION STEM WILL BE REQUIRED. THE EXTENSION WILL HAVE A CENTERING COLLAR AND WILL BE MECHANICALLY ATTACHED TO THE VALVE OPERATING NUT, SUCH AS EXTENSIONS MANUFACTURED BY THE GENERAL ENGINEERING COMPANY, MODEL #1840-0003-3, OR AN APPROVED EQUAL TO BE DETERMINED BY THE ENGINEERING SUPERVISOR OR HIS/HER DESIGNEE.

1.2.2.6 VALVE BOX DEBRIS SHIELD

ALL BURIED VALVES 4-INCH THROUGH 12-INCH REQUIRING A VALVE BOX SHALL BE FURNISHED WITH A VALVE BOX SHIELD (ALIGNMENT DEVICE). THE DEVICE SHALL MINIMIZE DEBRIS INFILTRATION AND CENTER THE VALVE BOX OVER THE OPERATING NUT. THE DEVICE SHALL BE OF HDPE OR PLASTIC AND COLORED WHITE OR BLACK. IT SHALL BE FURNISHED IN TWO PIECES THAT WILL LOCK TOGETHER UNDER THE OPERATING NUT WITHOUT REQUIRING THE REMOVAL OF THE OPERATING NUT. THE DEVICE SHALL NOT AFFECT THE OPERATION OF THE VALVE. NO ONE-PIECE DEVICE WILL BE ACCEPTED. THE DEVICE SHALL BE BOX LOK, AMERICAN OR APPROVED EQUAL.

1.2.2.7 INSERT VALVE SPECIFICATION

THE INSERT VALVE SHALL CONFORM TO THE FOLLOWING:
THE DUCTILE IRON 250 P.S.I.G. INSERT VALVE SHALL BE A RESILIENT WEDGE GATE VALVE DESIGNED FOR USE IN POTABLE WATER, RAW WATER, RECLAIMED WATER, WASTEWATER AND BACKFLOW CONTROL SYSTEMS. THE HOST PIPE SHALL NOT BE A PERMANENT COMPONENT OF THE INSERT VALVE. THE DUCTILE IRON BODY, BONNET AND WEDGE PROVIDE STRENGTH AND A PRESSURE RATING THAT MEETS OR EXCEEDS THE REQUIREMENTS OF AWWA C515. INSERT VALVE SHALL BE DUCTILE IRON CONSTRUCTION MEETING ASTM A536 GRADE 65-45-12.

SIZES 12" AND SMALLER MUST BE CAPABLE OF WORKING ON CAST/GREY IRON OR DUCTILE IRON CLASS A, B, C AND D, IPS PVC, C900 AND C909 PVC, STEEL, AC PIPE DIAMETERS WITHOUT CHANGING EITHER TOP OR BOTTOM PORTION OF SPLIT VALVE BODY. THE INSERT VALVE SHALL HAVE A 250 PSIG MAXIMUM WORKING PRESSURE. THE PRESSURE RATING MARKINGS MUST BE CAST INTO THE BODY OF THE INSERT VALVE. THE CONSTRUCTION OF THE RESILIENT WEDGE SHALL COMPLY WITH AWWA C509 REQUIREMENTS. THE DUCTILE IRON WEDGE SHALL BE FULLY ENCAPSULATED WITH EPDM RUBBER BY A HIGH PRESSURE AND HIGH TEMPERATURE COMPRESSION OR INJECTION MOLD PROCESS. THE RESILIENT WEDGE SHALL SEAT ON THE VALVE BODY AND NOT THE PIPE TO OBTAIN THE OPTIMUM SEATING AND FLOW CONTROL RESULTS. THE RESILIENT WEDGE SHALL BE TOTALLY INDEPENDENT OF THE CARRIER PIPE. THE RESILIENT WEDGE SHALL NOT COME INTO CONTACT WITH THE CARRIER PIPE OR DEPEND ON THE CARRIER PIPE TO CREATE A SEAL. THE RESILIENT WEDGE MUST RIDE INSIDE THE BODY CHANNELS TO MAINTAIN WEDGE ALIGNMENT THROUGHOUT ITS TRAVEL. THE INSERT VALVE IS FULLY EPOXY COATED ON THE INTERIOR AND THE EXTERIOR. VALVE SHALL BE COATED WITH A MINIMUM OF 10 MILS EPOXY IN COMPLIANCE WITH AWWA C550 AND CERTIFIED TO ANSI/NSF-61. THE STUFFING BOX, OPERATING STEM AND RESILIENT WEDGE (COMPLETE BONNET AND ALL MOVING PARTS) SHALL BE REMOVABLE, REPAIRABLE AND OR REPLACEABLE UNDER PRESSURE.

SEE APPENDIX "A" APPROVED MATERIALS FOR APPROVED INSERT GATE VALVES.

1.2.3 BACKFLOW PREVENTERS

1.2.3.1 FIRELINE CHECK VALVES

CHECK VALVES FOR FIRE LINE SYSTEMS WILL BE THE DOUBLE CHECK DETECTOR ASSEMBLIES (DCDA) MANUFACTURED BY FEBCO, WATTS, AMES, APOLLO OR WILKINS, IN ACCORDANCE WITH AWWA SPECIFICATION C510, ASSE 1048, UL 1469. CHECK VALVES MUST HAVE BRONZE SEATS. DCDA MUST BE SUPPLIED WITH A NI-INCH BY-PASS ASSEMBLY. DCDA WILL BE ACCEPTED AS A COMPLETE APPROVED ASSEMBLY IN ACCORDANCE WITH THE SECTION ON "CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION" IN THE UTILITIES HANDBOOK. THE UTILITIES DEPARTMENT WILL INSPECT THE INTERIOR OF THE DCDA PRIOR TO INSTALLATION. DCDA MUST BE INSTALLED HORIZONTALLY ABOVE GROUND IN A GRASSED OR NON-TRAFFIC AREA. THE DCDA WILL BE INSTALLED WITH 24" MINIMUM CLEAR AND 30" MAXIMUM CLEARANCE FROM FINISHED GRADE. "N" SHAPED DCDA WILL BE ACCEPTED ON A CASE-BY-CASE BASIS. FIRE LINES REQUIRING AN RPZ WILL BE HANDLED ON A CASE BY CASE BASE. THE UTILITIES DEPARTMENT SHALL PAINT THE DCDA, TO BE PAID FOR BY THE DEVELOPER/CONTRACTOR.

1.2.3.2 METER STATION BACKFLOW PREVENTER

BACKFLOW PREVENTERS FOR THE LARGE METER STATIONS ARE A REDUCED PRESSURE ZONE ASSEMBLY AND MANUFACTURED IN ACCORDANCE WITH AWWA C-511. THE ASSEMBLY WILL BE INSTALLED SO AS THE RELIEF VALVE OPENING WILL BE A MINIMUM OF 12" ABOVE CONCRETE SLAB. IF THE METER STATION IS IN A PLANTER, THE TOP OF THE PLANTER IS CONSIDERED THE FLOOD RIM AND THE RELIEF VALVE OPENING SHALL BE 12" ABOVE THE FLOOD PLAIN RIM. THE UTILITIES DEPARTMENT SHALL PAINT THE METER STATION ASSEMBLY, TO BE PAID FOR BY THE DEVELOPER/CONTRACTOR.

1.2.3.3 BACKFLOW PREVENTER CERTIFICATION TEST

THE CONTRACTOR WILL PROVIDE TEST CERTIFICATIONS ON THE JUMPER BACKFLOW PREVENTER BEFORE JUMPER IS PLACED INTO SERVICE. BACKFLOW PREVENTERS ON FIRE-LINE AND METER STATIONS WILL HAVE TEST CERTIFICATIONS SUBMITTED AND APPROVED PRIOR TO FINAL INSPECTION.

1.2.4 FITTINGS

ALL FITTINGS MUST BE OF THE MECHANICAL JOINT TYPE WITH AN APPROVED JOINT RESTRAINT, OR PUSH-ON JOINT WITH A GASKET JOINT FIELD RESTRAINT SYSTEM, SUCH AS "FIELD LOK" AS MANUFACTURED BY U.S. PIPE OR AN APPROVED EQUAL. ALL FITTINGS MUST BE MANUFACTURED IN THE U.S.A.

1.2.4.1 CAST IRON

CAST IRON FITTINGS WILL BE AWWA SPECIFICATION C110; CLASS 250, CEMENT LINED WITH INSIDE SEAL COATING. THE FITTINGS WILL BE BITUMINOUS COATED ON THE OUTSIDE AND BE WRAPPED WITH 8 MIL POLYETHYLENE (SEALED WITH TAPE).

1.2.4.2 DUCTILE IRON, 4"-16"

DUCTILE IRON COMPACT FITTINGS (SIZES 4" THROUGH 16") MUST CONFORM TO AWWA SPECIFICATION C153. DUCTILE IRON COMPACT FITTINGS WILL BE MECHANICAL JOINT WITH AN INTERIOR CEMENT LINING WITH SEAL COATING AND AN EXTERIOR BITUMINOUS COATING. ALL FITTINGS WILL BE WRAPPED WITH 6 MILS POLYETHYLENE (SEALED WITH TAPE).

1.2.4.3 BOLTS

ALL BURIED MECHANICAL JOINT BOLTS AND NUTS MUST BE CORTEN STEEL. ALL ABOVE GROUND BOLTS AND NUTS FOR FLANGED FITTINGS MUST BE 18-8 TYPE 304 STAINLESS STEEL. NEVER-SEIZE/ANTI-SEIZE SHALL BE APPLIED TO ALL SS BOLTS AND NUTS.

1.2.4.4 TAPPING SLEEVE

TAPPING SLEEVES ON MAINS 4" TO 12" IN DIAMETER WILL BE DUCTILE IRON BODY MECHANICAL JOINT TYPE OR ALL STAINLESS STEEL SLEEVE.

THE ALL STAINLESS STEEL SLEEVE SHALL BE FABRICATED FROM 304 STAINLESS STEEL. THEY SHALL HAVE A PASS THROUGH BOLT DESIGN AND FULL CIRCUMFERENTIAL GASKET TO PROVIDE 360° SEAL AROUND THE PIPE. THE TAPPING SLEEVE IS TO BE FULLY PASSIVATED TO RETURN THE STAINLESS STEEL TO ITS HIGHEST CORROSION RESISTANCE STAGE.

SLEEVES ON MAINS 16" TO 24" IN DIAMETER WILL BE FABRICATED STEEL WITH O-RING SEAL; FUSION BONDED, EPOXY COATED WITH 304 STAINLESS STEEL NUTS AND BOLTS OR M.J. DUCTILE IRON BODY. SLEEVES ON MAINS LARGER THAN 24" WILL BE HANDLED ON A CASE-BY-CASE BASIS.

TAPPING SLEEVES FOR REINFORCED CONCRETE MAINS WILL BE HANDLED ON A CASE-BY-CASE BASIS. THE SLEEVES WILL HAVE A FUSION BONDED EPOXY COATING ON THE ENTIRE BODY AND THROAT ASSEMBLY. THE STRAPS AND BOLTS SHALL BE 18-8 TYPE 304 STAINLESS STEEL.

THE TAPPING VALVE MUST HAVE CENTERING RING AND CONFORM TO SECTION 2.2.1 -RESILIENT SEAT GATE VALVES IN THESE TECHNICAL PROVISIONS.

TAPPING SADDLES TO BE PLACED ON ASBESTOS CONCRETE (AC) PIPE SHALL BE A JCM 432 ALL STAINLESS STEEL SLEEVE OR EQUAL.

1.2.4.5 LINE STOP SLEEVE SPECIFICATIONS, SIZES 4" THROUGH 12"

SLEEVE/BODY

THE ENTIRE LINE STOP SLEEVE SHALL BE FABRICATED FROM 304 STAINLESS STEEL. THEY SHALL HAVE A PASS THROUGH BOLT DESIGN AND PROVIDE 360° SEAL AROUND THE PIPE. THE LINE STOP SLEEVE IS TO BE FULLY PASSIVATED TO RETURN THE STAINLESS STEEL TO ITS HIGHEST CORROSION RESISTANCE STAGE. OUTLET ON SLEEVE WILL BE FULL PORT, IE. ON 8" SLEEVE, OUTLET WILL BE 8", ON 6" SLEEVE, OUTLET WILL BE 6".

BOLTS, NUTS & WASHERS
18-8 TYPE 304 STAINLESS STEEL, THE BOLTS SHALL BE TRACK HEAD TYPE AND FURNISHED WITH PERMANENTLY LUBRICATED HEAVY-HEX NUTS AND STAINLESS WASHERS.

GASKET
THE FULL CIRCUMFERENTIAL GASKET SHALL BE MOLDED OF SYNTHETIC RUBBER COMPOUNDED FOR USE WITH WATER SALT SOLUTIONS, MILD ACIDS, BASES AND SEWAGE. THE GASKET SHALL HAVE A GRIDDED SURFACE, BE A FULL 1/4" THICK WITH 304 STAINLESS STEEL BRIDGE PLATES MOLDED FLUSH INTO THE GASKET AND HAVE A RAISED HYDROMECHANICAL OUTLET SEAL TO SEAL AGAINST LINE SURGES AND WATER HAMMER.

PRESSURE RATING
THE SLEEVES SHALL BE RATED AT 150 PSI HYDROSTATIC WITH A TEST PRESSURE OF 200 PSI ON PIPE WITH A FULL CIRCUMFERENTIAL BREAK.

LINE STOP SLEEVES SHALL BE JCM 440 LINE STOP SLEEVE OR APPROVED EQUAL.

1.2.5 FIRE HYDRANTS

FIRE HYDRANTS MUST BE MANUFACTURED IN ACCORDANCE WITH AWWA SPECIFICATION C502. HYDRANTS MUST HAVE BRONZE-TO-BRONZE MAIN SEAT THREADING SURFACES. THEY WILL BE TRAFFIC TYPE WITH DRAIN HOLES PLUGGED AT THE FACTORY. FIRE HYDRANTS WILL HAVE 18-8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).

HYDRANTS WILL HAVE A MINIMUM 5-1/4" MAIN VALVE OPENING, WITH ONE 4-1/2" PUMPER NOZZLE AND TWO 2-1/2" HOSE NOZZLES. NOZZLES TO HAVE NST THREADS. STEM COUPLINGS ARE TO BE CAST IRON OR STAINLESS STEEL. THE UPPER VALVE PLATE MUST BE BRONZE. THE HYDRANT SHOE WILL BE COATED INSIDE WITH FUSION BONDED EPOXY, 6 MIL MINIMUM. ALL HYDRANTS WILL BE PAINTED AT THE FACTORY WITH RUSTOLEUM HIGH-PERFORMANCE EPOXY 9100 SYSTEM, NON-LEAD, DRY FILM THICKNESS 5 TO 8 MILS, COLOR #9143 YEL

1.5.5 LOCATING WIRE (CONTINUED)

THE CCS WIRE SHALL MEET THE FOLLOWING REQUIREMENTS. HDPE INSULATION OF 30 MILS, #12 AWG CONDUCTOR, MAXIMUM OHMS RESISTANCE OF 7.565 OHMS PER 1000 FT., BREAKING LOAD 256 LBS.

WHEN DIRECTIONAL DRILLING IS USED, ONE CONTINUOUS #12 CCS EXTRA HIGH STRENGTH LOCATOR WIRE SHALL BE INSTALLED. THE CCS WIRE SHALL MEET THE FOLLOWING REQUIREMENTS. HDPE INSULATION OF 45 MILS, #12 AWG CONDUCTOR, MAXIMUM OHMS RESISTANCE OF 7.565 OHMS PER 1000 FT., BREAKING LOAD 1150 LBS.

1.5.6 SERVICE LINE LOCATION

SERVICE LINES WILL BE LOCATED AT ALTERNATING LOT LINES OUTSIDE THE SIDEWALK WITHIN TWO FEET OF THE RIGHT-OF-WAY LINE AS SHOWN ON APPROVED PLANS OR IN A GRASSED AREA BEHIND THE CURB IF LOCATED IN OTHER THAN A SUBDIVISION.

RECLAIMED SERVICE LINE IS TO BE LOCATED ADJACENT TO SEWER CLEANOUTS.

1.5.7 BACKFILLED MATERIAL AND INSPECTION

ALL BACKFILLING MATERIAL WILL BE FREE FROM CINDERS, ASHES, REFUSE, VEGETABLE OR ORGANIC MATERIAL, BOULDERS, ROCKS, STONES, OR OTHER MATERIAL WHICH IS CONSIDERED UNSUITABLE. WHEN BACKFILL MATERIAL IS NOT SPECIFIED ON THE PLANS, BACKFILLING WITH THE EXCAVATED MATERIAL MAY BE ACCEPTABLE PROVIDED THAT SUCH MATERIAL IS SUITABLE FOR BACKFILLING. PIPE SHOULD BE BACKFILLED AS SOON AS POSSIBLE TO MINIMIZE THE LENGTH OF OPEN TRENCH. PIPE JOINTS, VALVES, FITTINGS, AND THRUST BLOCKS WILL BE LEFT UNCOVERED UNTIL INSPECTION BY THE UTILITIES DEPARTMENT HAS BEEN COMPLETED.

1.5.8 VALVES AND FITTINGS

ALL VALVES AND FITTINGS WILL BE SET AND JOINED TO THE PIPE IN THE PROPER LOCATION AS SHOWN ON THE PLANS. VALVES SHOULD BE INSTALLED OUTSIDE OF THE PAVEMENT WHERE PRACTICAL. A ROADWAY VALVE BOX WILL BE PROVIDED FOR EVERY VALVE. THIS VALVE BOX MUST NOT TRANSMIT SHOCK OR STRESS TO THE VALVE. VALVE WILL HAVE ALIGNMENT RING INSTALLED AND VALVE BOX CENTERED AND PLUMB OVER THE WRENCH NUT OF THE VALVE. THE BOX COVER IS TO BE FLUSH WITH THE SURFACE OF THE FINISHED PAVEMENT OR GRADE LEVEL AS SPECIFIED IN THE PLANS. A 24"-SQUARE CONCRETE PAD 4" IN THICKNESS WILL BE POURED AROUND THE VALVE BOX WHEN IT IS LOCATED OUTSIDE OF PAVEMENT. A BRONZE OR STAINLESS STEEL DISC WILL BE CAST INTO THE PAD FOR ALL VALVES 12" OR LARGER. VALVE NOMENCLATURE TO BE STAMPED INTO THE DISC WILL INCLUDE THE VALVE SIZE, TYPE, MANUFACTURER'S INITIALS, NUMBER OF TURNS, AND DIRECTION TO OPEN THE VALVE. (EXAMPLE: 12" G.V. U.S.P. 20 C.C.W.)

ALL VALVES WILL BE LOCATED WITHIN TWO FEET OF THE TEE, SEE DETAIL GATE VALVE AND FITTING DETAIL.

WHEN SOLID SLEEVES OR COUPLINGS ARE USED TO JOIN/TIE-IN PIPELINES, A SPACER PIECE SHALL BE INSTALLED IF THERE IS A GAP IN THE PIPELINE.

1.5.9 FIRE HYDRANTS

ALL FIRE HYDRANTS (HYDRANTS) WILL BE LOCATED AS SHOWN ON THE PLANS AND MARKED ON THE PAVEMENT WITH A BLUE REFLECTOR. ON UNPAVED STREETS, A BLUE REFLECTOR WILL BE AFFIXED TO A POST AND PLACED AS CLOSE TO THE EDGE OF THE ROAD AS FEASIBLE SO AS TO BE EASILY VISIBLE. THE HYDRANTS WILL BE LOCATED IN SUCH A MANNER AS TO PROVIDE COMPLETE ACCESSIBILITY AND IN A MANNER SO THAT THE POSSIBILITY OF DAMAGE FROM VEHICLES OR INJURY TO PEDESTRIANS WILL BE MINIMIZED. ALL HYDRANTS MUST STAND PLUMB AND THE BURY LINE OF THE HYDRANT AT THE FINISHED GRADE. HYDRANTS INSTALLED IN STATE HIGHWAY RIGHTS-OF-WAY WILL BE PLACED IN ACCORDANCE WITH ANY F.D.O.T. REQUIREMENTS. CONTRACTORS SHALL NOT TURN OR ADD RISERS TO HYDRANTS. ALL HYDRANTS WILL BE CONNECTED TO THE MAIN IN THE MANNER SHOWN ON THE STANDARD DETAIL SHEET. IF THE INSTALLATION OF THE HYDRANT REQUIRES THE HYDRANT TO BE GREATER THAN 40 FT. AWAY FROM THE FIRE HYDRANT VALVE, AN ADDITIONAL VALVE SHALL BE INSTALLED. IF THE FIRE HYDRANT VALVE ENDS UP IN ASPHALT OF A MAJOR ROAD (NOT SUBDIVISION) AN ADDITIONAL HYDRANT VALVE REGARDLESS OF DISTANCE SHALL BE INSTALLED.

1.5.10RESTRAINED PIPE JOINTS

THE ENGINEER OF RECORD SHALL PROVIDE A RESTRAINED JOINT DETAIL ON DRAWINGS SUBMITTED TO THE CITY FOR APPROVAL RESTRAINING IS TO APPLY TO ALL NEW FITTINGS INSTALLED AS PART OF THE JOB, INCLUDING TAPPING SADDLES.

1.5.11THRUST BLOCKS AND COLLARS

THRUST BLOCKS MAY ONLY BE USED WITH THE CITY'S PRIOR APPROVAL AT BENDS, FIRE HYDRANTS, AND AS SPECIFIED ON THE PLANS, IN ACCORDANCE WITH THE STANDARD DETAIL SHEET. RESTRAINED JOINT SYSTEMS ARE THE PREFERRED METHOD. METAL HARNESSES, TIE RODS, OR CLAMPS OF ADEQUATE STRENGTH TO PREVENT MOVEMENT MAY BE INSTALLED AT LOCATIONS WHERE THRUST BLOCKS ARE NOT PRACTICAL. RODS AND CLAMPS WILL BE STAINLESS STEEL. A 20-FOOT LENGTH OF DUCTILE IRON PIPE WILL BE INSTALLED AT ALL MAIN ENDINGS AND A CONCRETE THRUST COLLAR WILL BE POURED AROUND THE PIPE AT A DISTANCE OF 10 FEET FROM THE END OF THE JOINT. IN LIEU OF CONCRETE THRUST COLLAR, RESTRAINED PIPE UPSTREAM OF THE PROPOSED CONCRETE THRUST COLLAR MAY BE USED.

1.5.12JACK AND BORE, PIPE INSTALLED IN CASINGS

PIPE TO BE INSTALLED UNDER PAVEMENT WHERE OPEN TRENCHING IS NOT PERMITTED WILL BE INSTALLED THROUGH A STEEL CASING THAT HAS BEEN JACKED AND BORED. THE CASING PIPE WILL BE SIX TO EIGHT INCHES LARGER THAN THE OUTSIDE DIAMETER OF THE BELLS ON THE DUCTILE IRON PIPE. THE ENGINEER OF RECORD WILL DESIGN THE CASING AND BORE TO MEET FDOT OR FECRR REQUIREMENTS.

DUCTILE IRON PIPE OF THE APPROPRIATE CLASS WILL BE INSTALLED IN THE CASING. WATER MAINS MUST BE PUSHED OR PULLED THROUGH THE CASING ON STAINLESS STEEL CASING SPACERS WITH POLYETHYLENE SKIDS ATTACHED TO THE PIPE WITH STAINLESS STEEL STRAPS. THE STAINLESS STEEL CASING SPACERS WITH POLYETHYLENE SKIDS WILL BE PLACED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. CASING SPACERS MUST BE MANUFACTURED BY CASCADE OR AN APPROVED EQUAL. RESTRAINED JOINTS ARE REQUIRED ON MAINS INSTALLED INSIDE CASINGS.

JACK AND BORE

J&B INSTALLED UNDER FDOT ROADWAYS SHALL CONFORM TO LATEST FDOT DESIGN STANDARD. IN THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2013, SECTION 556 APPLIES. J&B INSTALLED UNDER FECRR SHALL CONFORM TO FECRR REQUIREMENTS.

1.5.13HORIZONTAL DIRECTIONAL DRILLING

ONLY DIP AND FUSIBLE PVC MAY BE HORIZONTAL DIRECTIONAL DRILLED (HDD) UNDER PAVEMENT OR SURFACE WATER WAY CROSSINGS. THE HDD PIPE SHALL ONLY EXTEND TO 10 FEET ON EACH SIDE OF THE CROSSING. THEN THE PIPING WILL CHANGE TO THE STANDARD PIPING MATERIAL.

HDD INSTALLED UNDER FDOT ROADWAYS SHALL CONFORM TO LATEST FDOT DESIGN STANDARD. IN THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION 2013, SECTION 555 APPLIES.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE:

1. A PRECONSTRUCTION CONFERENCE WILL BE REQUIRED. THE PREFERRED ATTENDEES FOR THE PRECONSTRUCTION SHALL BE BUT NOT LIMITED TO:
   THE DIRECTIONAL BORE CONTRACTOR (PREFERABLY THE FIELD SUPERINTENDENT)
   THE PERMITTING AGENCY
   ENGINEER OF RECORD
   ENGINEERING TECHNICIAN
   INSPECTION SUPERVISOR
   ENGINEERING INSPECTOR FOR THE PROJECT
   HDD CONTRACTOR:

1. APPROVAL REQUIRED PRIOR TO THE HDD, THE HDD CONTRACTOR SHALL SUBMIT A BORE PLAN (SEE SAMPLE DRAWING IN APPENDIX "P") TO THE ENGINEERING SUPERVISOR FOR APPROVAL. THE BORE PLAN SHALL BE A SCALED DRAWING OR COMPUTER GENERATED DRAWING SHOWING THE FOLLOWING INFORMATION BUT NOT LIMITED TO: (SEE DRAWING TYPICAL BORE PLAN)
   THE ENTRANCE AND EXIT LOCATION
   PROFILE OF THE BORED PIPE
   ALL UTILITIES INCLUDING THEIR DEPTHS AND CLEARANCES FROM REAMER
   WIDTH OF THE RIGHT OF WAY
   PAVEMENT WIDTH
   LENGTH OF THE BORE
   THE BORE PLAN SHALL BE SIGNED BY THE RESPONSIBLE PERSON IN CHARGE OF THE BORE.

2. THE HDD CONTRACTOR SHALL FOLLOW THE MINIMUM CLEARANCES AS SHOWN BELOW FROM THE BOTTOM OF THE WATER MAIN TO THE TOP OF THE REAMER:
   WATER MAINS 12" AND GREATER MINIMUM CLEARANCE IS 18"
   WATER MAINS 10" AND LESS MINIMUM CLEARANCE IS 12"

3. THE HDD CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING LOCATES FOR ALL UTILITIES IN ACCORDANCE WITH CHAPTER 556 OF THE FLORIDA STATUTES.

4. THE HDD CONTRACTOR SHALL NOTIFY THE CITY OF COCOA INSPECTION DIVISION 48 HOURS IN ADVANCE OF THE BORE AND NOTIFY THE APPROPRIATE PERMITTING AGENCY PER THE CONDITIONS OF THE PERMIT.

ENGINEERING INSPECTOR:

1. AN APPROVED COPY OF THE BORE PLAN WILL BE GIVEN TO ENGINEERING INSPECTION DIVISION.

2. THE INSPECTOR FOR THE PROJECT WILL HAVE A COPY OF THE BORE PLAN AT THE PROJECT SITE.

3. PRIOR TO THE HDD THE INSPECTOR SHALL VERIFY THAT THE MATERIALS AT THE PROJECT SITE FOR THE DIRECTIONAL BORE ARE IN ACCORDANCE WITH THE CITY OF COCOA'S LATEST TECHNICAL PROVISIONS AND STANDARD DETAILS.

4. THE ENGINEERING INSPECTOR SHALL VERIFY THE FOLLOWING PRIOR TO THE COMMENCEMENT OF THE HDD:

A. VERIFY THAT THE HDD CONTRACTOR HAS OBTAINED HIS/HER UTILITY LOCATES.
B. VERIFY THAT ALL UTILITIES HAVE BEEN VISUALLY SPOTTED BY THE HDD CONTRACTOR.
C. VERIFY THAT THE PERMITTING AGENCY HAS BEEN NOTIFIED OF THE HDD.
D. WITNESS THE CALIBRATION OF THE SONDE.

5. THE INSPECTOR SHALL REMAIN AT THE PROJECT SITE UNTIL COMPLETION OF THE HDD. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO ONE OR ALL OF THE FOLLOWING:
   - ENGINEERING SUPERVISOR
   - ENGINEERING TECHNICIAN
   - INSPECTION SUPERVISOR

ONCE THE ABOVE PERSONS HAVE BEEN NOTIFIED BY THE INSPECTOR, THE PROPER AUTHORITY WILL BE NOTIFIED FOR CORRECTIVE ACTION.

COMPLETION OF THE BORE:
1. A BORE LOG SHALL BE SUBMITTED TO THE ENGINEERING DIVISION AFTER COMPLETION OF THE BORE.

1.5.14BLOWOFFS

FLUSHING BLOW-OFFS ARE TO BE INSTALLED AND CONSTRUCTED AS SHOWN ON THE STANDARD DETAIL SHEET. BLOW-OFF MATERIALS INCLUDE 2" BRASS FOR NIPPLES, BRASS THREADED FITTINGS, 2" BRASS ANGLE WHEEL VALVE, AND PLASTIC METER BOX (PURPLE FOR RECLAIMED). THE PLASTIC METER BOX IS TO BE INSTALLED AT GRADE OVER THE WHEEL VALVE. THE ANGLE WHEEL VALVE WILL BE WITHIN SIX INCHES OF FINISHED GRADE AND WILL BE PLUGGED WITH A BRASS PLUG. 4" BLOW-OFFS WILL BE REQUIRED ON BOTH POTABLE WATER AND RECLAIMED WATER MAINS 12" AND LARGER AND MUST BE CONSTRUCTED AS SHOWN ON THE STANDARD DETAIL SHEET. A RECLAIMED TAG WILL BE INSTALLED ON RECLAIMED MAIN BLOW-OFFS IN A RECLAIMED METER BOX.

BRASS USED IN POTABLE WATER SHALL MEET THE LOW LEAD REQUIREMENTS AS SET FORTH IN SECTION 2.6

1.6 TIE-INS TO EXISTING SYSTEMS

1.6.1 GENERAL

THE CONTRACTOR IS NOT TO OPERATE ANY VALVE OR REMOVE ANY THRUST BLOCK FROM CITY-OWNED MAINS EXCEPT UNDER DIRECT SUPERVISION OF AN INSPECTOR OF THE UTILITIES DEPARTMENT. ALL CONTRACTORS MUST FOLLOW THE PROCEDURES LISTED BELOW FOR CONNECTING NEW MAINS TO EXISTING WATER SYSTEMS.

1.6.1.1 MAINS 8" AND SMALLER

TIE-IN VALVES WILL BE OPERATED AND PRESSURE TESTED TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES THAT ARE NOT WATER TIGHT, SHALL HAVE A NEW VALVE INSTALLED IMMEDIATELY ADJACENT (WITHIN 2') TO THE EXISTING VALVE. THE CONTRACTOR WILL PROVIDE A 2" TAP FOR THE NEW MAIN AND A 2" TAP ON THE EXISTING MAIN AT THE TIE-IN VALVE. A 2" JUMPER EQUIPPED WITH A CITY SUPPLIED METER AND CONTRACTOR SUPPLIED BACKFLOW PREVENTER (DOUBLE CHECK) WILL BE INSTALLED. THE JUMPER WILL BE UTILIZED FOR FILLING THE MAIN, FLUSHING THE MAIN, PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING, AND MAINTAINING PRESSURE IN THE MAIN AFTER A SUCCESSFUL BACTERIOLOGICAL TEST. THE TIE-IN VALVE IS NOT TO BE OPERATED AND THE JUMPER IS NOT TO BE REMOVED UNTIL CLEARANCE HAS BEEN OBTAINED FROM FDEP AND THE CITY. AFTER CLEARANCE, THE TIE-IN VALVE WILL BE OPENED, THE JUMPER REMOVED, AND THE MAIN THOROUGHLY FLUSHED UNDER THE SUPERVISION OF THE CITY INSPECTOR. ALL OTHER EXISTING VALVES LOSED AS PART OF THE JOB WILL BE OPENED BY THE CONTRACTOR UNDER THE SUPERVISION OF UTILITIES DEPARTMENT INSPECTOR.

1.6.1.2 MAINS 10" AND LARGER

THE SAME PROCEDURE AS NOTED FOR MAINS 8" AND SMALLER WILL BE USED FOR MAINS 10" AND LARGER EXCEPT THAT THE JUMPER WILL BE UTILIZED ONLY FOR FILLING THE MAIN, PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING, AND MAINTAINING PRESSURE IN THE MAIN AFTER A SUCCESSFUL BACTERIOLOGICAL TEST. THE TIE-IN VALVE CAN BE OPENED FOR FLUSHING AND DURING CHLORINATION ONLY UNDER THE SUPERVISION OF THE ENGINEERING INSPECTION DIVISION. THE TIE-IN VALVE IS NOT TO BE OPERATED AND THE JUMPER IS NOT TO BE REMOVED UNTIL CLEARANCE HAS BEEN OBTAINED FROM FDEP AND THE CITY. AFTER CLEARANCE, THE TIE-IN VALVE WILL BE OPENED, THE JUMPER REMOVED, AND THE MAIN THOROUGHLY FLUSHED UNDER THE SUPERVISION OF THE CITY INSPECTOR. ALL OTHER EXISTING VALVES LOSED AS PART OF THE JOB WILL BE OPENED BY THE CONTRACTOR UNDER THE SUPERVISION OF UTILITIES DEPARTMENT INSPECTOR.

1.7 TESTING

1.7.1 GENERAL

ALL NEWLY INSTALLED PIPE AND SERVICES THAT HAVE BEEN BACKFILLED MUST BE TESTED IN ACCORDANCE WITH AWWA SPECIFICATION C651.

1.7.2 JUMPER METER ASSEMBLY

ALL FILLING, AND FLUSHING, MUST BE ACCOMPLISHED THROUGH A JUMPER METER ASSEMBLY. THE JUMPER METER ASSEMBLY SHALL CONSIST OF A METER (PROVIDED BY THE CITY, PAID FOR BY THE DEVELOPER/CONTRACTOR), AND A DOUBLE CHECK BACKFLOW PREVENTER AND GALVANIZED PIPING (PROVIDED BY THE CONTRACTOR). THE JUMPER METER ASSEMBLY SHALL BE INSTALLED BY THE CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE UTILITIES DEPARTMENT INSPECTOR. AFTER INSTALLATION THE CONTRACTOR SHALL HAVE THE BACKFLOW PREVENTER CERTIFIED BY A BACKFLOW TECHNICIAN, AND A COPY OF THE TEST REPORT SHALL BE PROVIDED TO THE UTILITIES DEPARTMENT.

2. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS, PER THE CITY OF COCOA UTILITIES HANDBOOK. THE ONLY EXCEPTION IS THE INSTALLATION OF A NEW FIRE HYDRANT INVOLVING A TAP AND USING AN ANCHORING/SWIVEL NIPPLE. IN THIS CASE ALL FITTINGS AND FIRE HYDRANT SHALL BE SWABBED WITH A 100 PPM CHLORINE SOLUTION PRIOR TO INSTALLATION.

3. THE DETAILS TO BE USED FOR FILLING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C561.

4. FLUSHING OF 10" DIAMETER AND LARGER WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPARTMENT. THE UTILITY DEPARTMENT WILL BE NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

A. THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE ENGINEERING INSPECTION DIVISION OR ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATERTIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.

B. THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.

- FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.

- ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.

- PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 PSI.

- TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GREATER THAN 10 PSI.

1. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.

2. EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED. THE TIE-IN VALVE SHALL REMAIN CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.

3. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.

4. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.7.3 FLUSHING AND SWABBING

THE CITY WILL PROVIDE AN ADEQUATE VOLUME OF WATER FOR THE FILLING, FLUSHING, AND TESTING OF MAINS. THE CONTRACTOR WILL NOTIFY THE ENGINEERING INSPECTION DIVISION PRIOR TO FLUSHING OR FILLING MAINS.

THE PRESSURE IN THE CITY'S SYSTEM WILL BE MONITORED DURING THE FLUSHING; AT NO TIME SHOULD THE PRESSURE IN THE CITY'S SYSTEM BE ALLOWED TO DROP BELOW 40 PSI. WATER USED DURING FLUSHING WILL BE BILLED TO THE CONTRACTOR.

THE CITY OF COCOA UTILITIES DEPARTMENT REQUIRES ALL NEW MAINS REGARDLESS OF SIZE OR MATERIAL TO BE PIGGED/SWABBED. IN AN EFFORT TO MAKE SURE ALL FOOTAGES OF A PIPELINE ARE PIGGED, THE FOLLOWING PROCEDURES ARE TO BE USED AS A GUIDE AND IN NO WAY TO BE CONSTRUED AS MEANS AND METHODS.

THE FOLLOWING TERMINOLOGY MAY BE USED IN THE DISCUSSION OR OPERATION OF THE PIGGING PROCEDURE.

PIGS SHALL BE MANUFACTURED OF A 2LB. PER CU/FT DENSITY OPEN CELL POLYURETHANE FOAM BODY (SWAB) COMPLETE WITH REAR POLYURETHANE DRIVE SEAL.

PIG LAUNCHING STATION MAY BE A "WYE", "TEE" OR SIMPLE INSERTING THE PIG AT THE VERY BEGINNING OF THE PIPELINE. THE BEGINNING OF THE PIPELINE IS DEFINED AT THE JUMPER ASSEMBLY LOCATION.

PIG RETRIEVAL POINT OR CANNON IS A "WYE", "TEE" OR OPEN END OF PIPE AT WHICH POINT THE PIG WILL EXIT THE PIPELINE.
THE PIPELINE WILL BE FILLED THROUGH THE JUMPER ASSEMBLY THE DAY BEFORE OF THE PIGGING OPERATION.

THE PIG WILL BE ADVANCED THROUGH THE PIPELINE AT A RATE OF 2 FEET PER SECOND, 80 GPM FOR 4"; 180 GPM FOR 6"; 320 GPM FOR 8". FLOW RATES AND JUMPER ASSEMBLIES FOR MAINS 10" AND LARGER WILL BE DETERMINED BY THE ENGINEER OF RECORD AND APPROVED BY THE CITY OF COCOA UTILITIES DEPARTMENT.

THE PIG RETRIEVAL POINT OR CANNON WILL PROJECT AT LEAST ONE FOOT ABOVE THE SURROUNDING GRADE. THE WATER FROM THE PIG RETRIEVAL STATION DISCHARGE AND ITS LOCATION TO DISCHARGE SHALL BE APPROVED BY THE UTILITIES DEPARTMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS TO REMOVE CHLORINE FROM DISCHARGE AS WELL AS PROTECT RETRIEVAL AREA FROM EROSION. RETRIEVAL CANNONS WILL NOT BE LEFT IN PLACE. AFTER PIGGING AND FLUSHING ARE COMPLETE, THE CANNON WILL BE REMOVED AND CAPPED BELOW GROUND IN ACCORDANCE WITH ENGINEER OF RECORD DETAILS OR CITY OF COCOA STANDARD DETAILS.

THE CONTRACTOR MAY INSERT THE PIG INTO THE FIRST SECTION OF PIPE BETWEEN THE ISOLATION VALVE AND THE DOWNSTREAM POINT OF JUMPER ASSEMBLY. BY INSERTING THE PIG BETWEEN THE ISOLATION VALVE AND THE DOWNSTREAM JUMPER ASSEMBLY POINT IT WILL ALLOW THE PIPELINE TO BE FILLED WITHOUT MOVING THE PIG DOWN THE PIPELINE. IF THE PIG IS MOVED DURING FILLING OPERATION ANOTHER PIG WILL BE INSERTED INTO THE PIPELINE. THE ISOLATION VALVE MAY BE CRACKED OPEN FOR A FEW SECONDS UNDER THE DIRECTION OF UTILITY PERSONNEL TO MOVE THE PIG PAST THE JUMPER ASSEMBLY DOWNSTREAM POINT SO THE JUMPER ASSEMBLY CAN ADVANCE THE PIG THROUGH THE PIPELINE.

WHEN THE PIG EXITS THE PIPELINE, THE FLUSHING WILL CONTINUE UNTIL THE WATER IS CLEAR. A SIMPLE WAY TO DETERMINE IF WATER IS RUNNING CLEAR IS TO CAPTURE SOME WATER IN A WHITE CUP. IF WATER IS CLEAR AND NO PARTICLES IN CUP THEN FLUSHING IS COMPLETE, IF NOT FLUSHING WILL CONTINUE UNTIL WATER IS CLEAR.

1.7.4 HYDROSTATIC TEST

A BLOW-OFF OR FIRE HYDRANT WILL BE INSTALLED AT THE END OF THE PIPELINE UNDER TEST. THE LINE BEING TESTED WILL BE SLOWLY FILLED WITH WATER TO THE SPECIFIED TEST PRESSURE. BEFORE APPLYING THE SPECIFIED TEST PRESSURE, ALL AIR WILL BE EXPELLED FROM THE TEST SECTION INCLUDING SERVICE CONNECTIONS. IF FIRE HYDRANTS OR BLOW-OFFS ARE NOT AVAILABLE AT HIGH ELEVATIONS, TAPS AT POINTS OF HIGHEST ELEVATION WILL BE MADE TO FACILITATE AIR REMOVAL AND TESTING. WHEN TESTING IS COMPLETE, THE SERVICE LINES INSTALLED FOR AIR REMOVAL MUST BE REMOVED.

THE LINE MUST HOLD THE 150-PSI TEST PRESSURE FOR A TWO-HOUR TEST PERIOD AND MUST BE WITNESSED BY ENGINEERING INSPECTION DIVISION PERSONNEL. SUFFICIENT HUMAN RESOURCES ARE TO BE EMPLOYED TO INSURE INSPECTION. IF THE LINE FAILS TO MEET THE TEST, IT WILL BE REPAIRED AND RE-TESTED UNTIL THE TEST REQUIREMENTS ARE SATISFIED. LINE PRESSURE WILL BE MAINTAINED TO WITHIN 5 PSI OF THE TEST PRESSURE AT ALL TIMES.

1.7.5 LEAKAGE TEST

A LEAKAGE TEST AT 150 PSI WILL BE PERFORMED ON ALL NEWLY INSTALLED SECTIONS OF PIPE IN ACCORDANCE WITH AWWA C600 OR C605 AFTER INSTALLATION OF ALL SERVICE CONNECTIONS. ANY LEAKAGE OBSERVED MUST BE LESS THAN THE FOLLOWING PER THOUSAND FEET OF PIPE:

SIZE	ALLOWABLE LEAKAGE
2"	0.20 GALLONS/HOUR
4"	0.33 GALLONS/HOUR
6"	0.50 GALLONS/HOUR
8"	0.67 GALLONS/HOUR
10"	0.83 GALLONS/HOUR
12"	1.06 GALLONS/HOUR
14"	1.16 GALLONS/HOUR
16"	1.32 GALLONS/HOUR

L=SD VP
148000

L = TESTING ALLOWANCE (MAKEUP WATER), IN GALLONS PER HOUR
S = LENGTH OF PIPE IN FEET
D = NOMINAL DIAMETER OF PIPE, IN INCHES
P = AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST, IN POUNDS PER SQUARE INCH (GAUGE). P HAS THE SQUARE ROOT TAKEN.

ON SMALL MAIN EXTENSIONS WHERE THE ALLOWABLE LEAKAGE LOSS CANNOT BE REASONABLE MEASURED (.25 GALLONS OR LESS), NO LOSS OF PRESSURE SHALL BE ALLOWED.

1.8 DISINFECTION & BACTERIOLOGICAL TESTING

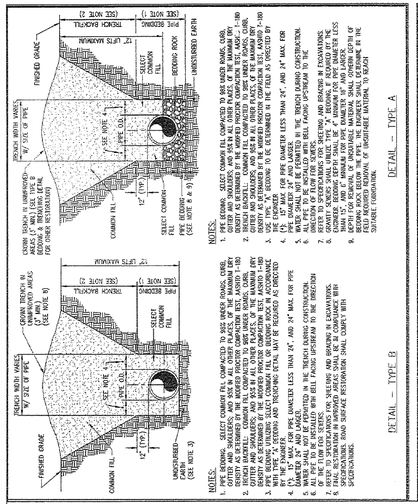
1.8.1 GENERAL

THE CONTRACTOR MUST FLUSH MAINS AND ARRANGE FOR COMPLETE DISINFECTION BY CHLORINATION IN COORDINATION WITH THE ENGINEERING INSPECTION DIVISION. WORK WILL CONFORM TO APPLICABLE PROVISIONS OF AWWA SPECIFICATION C651, "DISINFECTING WATER MAINS." WATER WITH A CHLORINE CONCENTRATION OF 50 PPM WILL BE EVENLY DISTRIBUTED THROUGHOUT THE PIPE SYSTEM AND ALLOWED TO REMAIN IN THE PIPE FOR TWENTY-FOUR HOURS. TRANSMISSION MAINS MAY BE CHLORINATED USING THE "SLUG METHOD". IF THE SLUG METHOD IS USED, A DETAILED WRITTEN PROCEDURE SHALL BE SUBMITTED FOR APPROVAL. THE MAIN SHALL BE DECHLORINATED TO ZERO PPM CHLORINE BEFORE ANY FLUSHING IS PERFORMED. THE METHOD FOR DECHLORINATION SHALL BE APPROVED BY THE ENGINEER OF RECORD. AFTER FLUSHING, THE WATER SHALL REMAIN IN THE PIPE FOR 24 HOURS BEFORE SAMPLING. SERVICE CONNECTIONS AND TIE-INS MADE BEFORE TESTING MUST BE DISINFECTED IN ACCORDANCE WITH AWWA SPECIFICATION C651. SAMPLES WILL BE TAKEN BY A UTILITIES DEPARTMENT APPROVED LABORATORY. TWO CONSECUTIVE DAY SAMPLES ARE REQUIRED FOR POTABLE WATER MAINS. WATER MAINS SHALL NOT BE FLUSHED BETWEEN SAMPLES. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL BACTERIOLOGICAL TESTING FEES. SAMPLE POINTS ARE DETERMINED BY THE ENGINEER OF RECORD AND APPROVED BY FDEP. IF SAMPLES TAKEN DO NOT DEMONSTRATE SATISFACTORY RESULTS, RE-CHLORINATION IS REQUIRED.

DISINFECTION OF RECLAIMED WATER MAINS IS PERFORMED IN THE SAME MANNER AS POTABLE WATER MAINS.
BACTERIOLOGICAL TESTING OF THE REPAIRED RECLAIM WATER MAIN WILL BE PERFORMED IN COMPLIANCE WITH REGULATORY AGENCIES SUCH AS THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND REQUIRES ONE DAY OF SATISFACTORY BACTERIOLOGICAL RESULTS. SAMPLE POINTS FOR RECLAIMED WATER MAINS ARE DETERMINED BY THE ENGINEER OF RECORD. SAMPLES ARE COLLECTED MONDAY THROUGH THURSDAY BY CITY OF COCOA DESIGNATED PERSONNEL. TO SCHEDULE A SAMPLE PICKUP, PLEASE CONTACT THE LAB MANAGER AT 321-433-8707. IF SAMPLES TAKEN DO NOT DEMONSTRATE SATISFACTORY BACTERIOLOGICAL RESULTS, RE-CHLORINATION AND RE-SAMPLING IS REQUIRED. A FEE WILL BE CHARGED BY THE CITY FOR ADDITIONAL SAMPLE COLLECTION AND ANALYSIS.

CONTRACTORS WORKING ON EXISTING MAINS

WHEN EXISTING WATER MAINS ARE TAKEN O



DETAIL – TYPE A

DETAIL – TYPE B

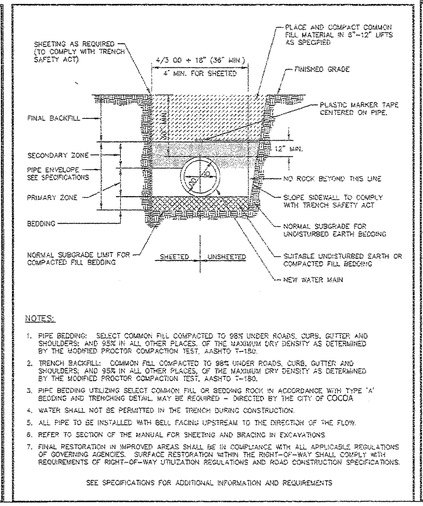
NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER ROADS, CURB, GUTTER AND SHOULDERS; AND 95% IN ALL OTHER PLACES, OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION TEST, AASHTO T-180
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER ROADS, CURB, GUTTER AND SHOULDERS; AND 95% IN ALL OTHER PLACES, OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION TEST, AASHTO T-180
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE 'A' BEDDING AND TRENCHING DETAIL MAY BE REQUIRED – DIRECTED BY THE CITY OF COCOA
4. 12" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. REFER TO SECTION OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

PIPE BEDDING DETAIL

NTS



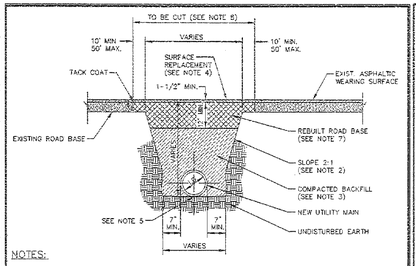
NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER ROADS, CURB, GUTTER AND SHOULDERS; AND 95% IN ALL OTHER PLACES, OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION TEST, AASHTO T-180
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER ROADS, CURB, GUTTER AND SHOULDERS; AND 95% IN ALL OTHER PLACES, OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION TEST, AASHTO T-180
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE 'A' BEDDING AND TRENCHING DETAIL MAY BE REQUIRED – DIRECTED BY THE CITY OF COCOA
4. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
5. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
6. REFER TO SECTION OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

UTILITY TRENCH DETAIL

NTS



NOTES:

1. ASPHALT SHALL BE ASPHALTIC TYPE SP 9.5 FOR COMMERCIAL/INDUSTRIAL MINIMUM 1800 P.S.I
2. A SLOPE OF 2:1 RATIO SHALL BE USED ONLY WHEN SOIL CONDITIONS DO NOT ALLOW VERTICAL TRENCHING.
3. COMPACTED BACKFILL MATERIAL SHALL BE FREE OF ASPHALT, LARGE ROCKS (3" DIA. MAX.), WOOD AND OTHER ORGANIC MATTER.
4. NEW ASPHALT SURFACE SHALL BE THE SAME THICKNESS AS EXISTING ASPHALT SURFACE (1.5" MINIMUM)
5. CONTRACTOR SHALL EXCAVATE BOTTOM OF TRENCH TO ALLOW FOR BELL SECTION OF PIPE.
6. BACKFILL SHALL BE COMPACTED BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPS. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED. COMPACTION SHALL BE DONE IN 8" LAYERS. BACKFILL SHALL BE COMPACTED TO 98% MINIMUM DENSITY UNDER ROADS, CURB AND GUTTER AND SHOULDERS OR 95% MINIMUM DENSITY OUTSIDE ROAD R/W. MAXIMUM DENSITY SHALL BE AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST AASHTO T-99.
7. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE (12" MIN.)
8. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED.
9. BASE MATERIALS SHALL BE EITHER OF THE SAME TYPE AND COMPOSITION AS THE MATERIALS REMOVED OR EQUAL OR GREATER STRUCTURAL ADEQUACY. BASE MATERIAL IS TO BE COMPACTED IN 6" LIFTS.
10. REPLACEMENT OF EXISTING ASPHALT OR CONCRETE TO BE AN EVEN STRAIGHT CUT FROM THE WIDEST DAMAGED AREA.

SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

OPEN ROADWAY CUT DETAIL

NTS

HORIZONTAL & VERTICAL MINIMUM SEPARATION REQUIREMENTS

PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER (SEE NOTE 1)		WASTEWATER (GRAVITY & FM)		STORM SEWER	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.
POTABLE WATER	N/A	N/A	3'	12"	6'/10' NOTE 3	12" NOTE 4	3'	12" NOTES 1 & 4
RECLAIMED WATER (SEE NOTE 1)	3'	12"	N/A	N/A	3'	12"	3' NOTE 5	12" NOTE 1
WASTEWATER (GRAVITY & FM)	6'/10' NOTE 3	12" NOTE 4	3'	12"	N/A	N/A	3' NOTE 5	12" NOTE 1

SEPARATION REQUIREMENTS COMPLY WITH MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINES IN 62-555.314, F.A.C. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314, F.A.C. AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND CITY OF MELBOURNE.

DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

NO WATER SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORMWATER MANHOLE OR STRUCTURE.

NOTES:

1. WHERE UTILITY PIPE CROSSES UNDER STORMWATER PIPE WITH LESS THAN 18 INCHES OF SEPARATION, STORMWATER PIPE SHALL BE SUPPORTED BY CONCRETE SADDLE.
2. FOR THE PURPOSE OF THIS TABLE AND SEPARATION REQUIREMENTS, RECLAIMED WATER SHALL MEAN UNRESTRICTED, PUBLIC ACCESS RECLAIMED WATER AS DEFINED BY PART III OF CHAPTER 62-610, F.A.C.. ADDITIONAL SEPARATIONS SHALL APPLY FOR RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
3. MINIMUM SEPARATION IS 6 FEET, AND PREFERABLY 10 FEET, BETWEEN POTABLE WATER AND WASTEWATER GRAVITY SEWER OR FORCE MAIN.
4. WHERE POTABLE WATER MAINS CROSS OVER WASTEWATER GRAVITY SEWER OR STORM SEWER, 6 INCH MINIMUM SEPARATION IS ACCEPTABLE, HOWEVER, 12 INCHES OF SEPARATION IS PREFERRED.
5. THIS SEPARATION REQUIREMENT IS FOR ACCESSIBILITY PURPOSES AND NOT A FDEP REQUIREMENT. VARIANCES FROM THESE PREFERRED SEPARATIONS MAY BE APPROVED BY THE CITY ON A CASE BY CASE BASIS.

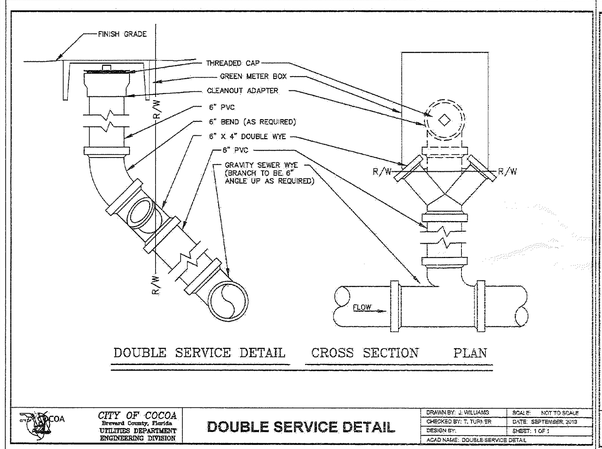
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE COMPONENT	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 3 FT. MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT. MINIMUM WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10 FT. PREFERRED 3 FT. MINIMUM	WATER MAIN 12 INCHES PREFERRED 6 INCHES MINIMUM	ALTERNATE 3 FT. MINIMUM WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN RECLAIMED WATER (4)	WATER MAIN 10 FT. PREFERRED 6 FT. MINIMUM (3)	WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT. MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 FT. MINIMUM	---	---

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

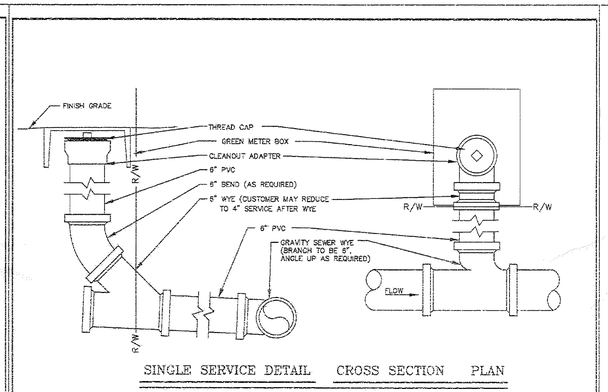
FDEP SEPERATION DETAIL

NTS



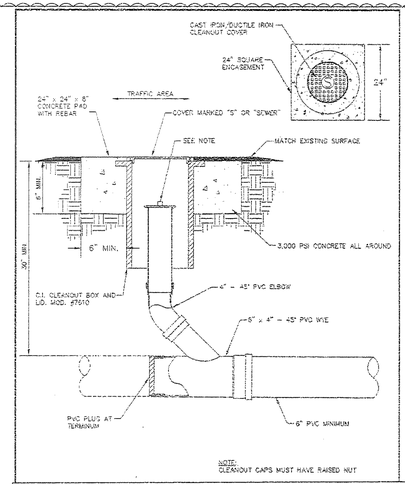
DOUBLE SERVICE DETAIL CROSS SECTION PLAN

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	DOUBLE SERVICE DETAIL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER 5/9	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: DOUBLE SERVICE DETAIL	



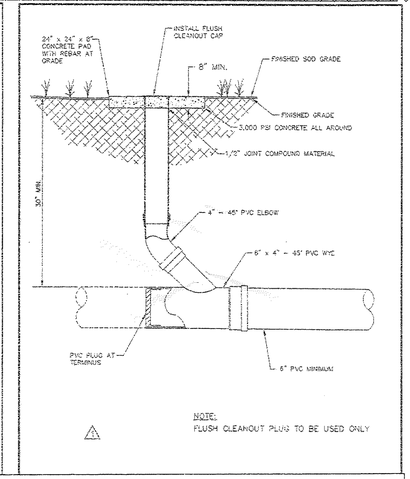
SINGLE SERVICE DETAIL CROSS SECTION PLAN

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	SINGLE SERVICE DETAIL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: SINGLE SERVICE DETAIL	



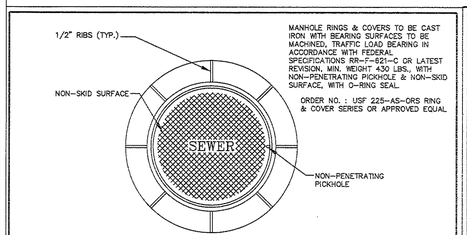
TRAFFIC BEARING CLEAN-OUT DETAIL

NTS

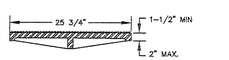


CLEAN-OUT DETAIL

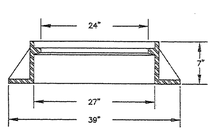
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MANHOLE RING AND COVER PLAN

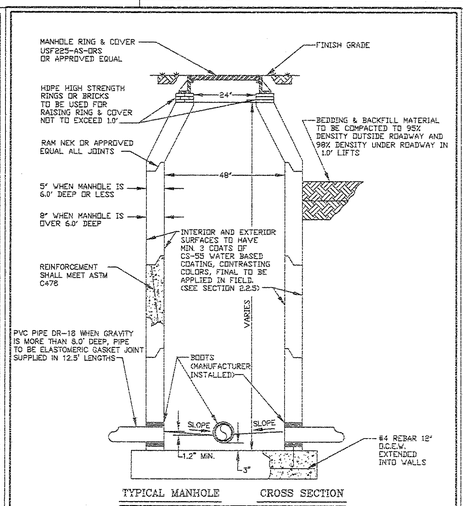


MANHOLE COVER CROSS SECTION



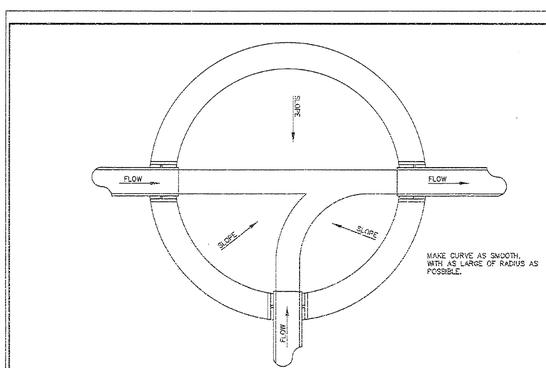
MANHOLE RING CROSS SECTION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	MANHOLE RING AND COVER	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: MANHOLE RING AND COVER	



TYPICAL MANHOLE CROSS SECTION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL MANHOLE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL MANHOLE	



MANHOLE INVERT PLAN

MAKE CURVE AS SMOOTH, WITH AS LARGE OF RADIUS AS POSSIBLE.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	MANHOLE INVERT	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: MANHOLE INVERT	

REV#	DATE	REVISION
1	4-15-18	CITY OF MELBOURNE

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

SEWER DETAILS

ERIN L. TRAUGER LICENSE NO. 66576 STATE OF FLORIDA PROFESSIONAL ENGINEER
ERIN L. TRAUGER FL P.E. #66576

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. C-12
PROJECT: 17-108

GENERAL SPECIFICATION NOTES:

1. PROJECT REPRESENTATIVE REFERRED TO IN THE FOLLOWING SPECIFICATIONS INCLUDE OWNER OR DESIGNATED REPRESENTATIVE, ENGINEER OR MUNICIPALITY OF JURISDICTION FOR SPECIFIED WORK.
2. CONTRACTOR SHALL BECOME FAMILIAR WITH AND ADHERE TO ALL PROJECT SITE PERMITS AND THEIR CONDITIONS AND POST ON-SITE DURING ENTIRE CONSTRUCTION PROJECT UNTIL FINAL CLEARANCE. PERMIT AGENCIES WITH JURISDICTION FOR THIS PROJECT INCLUDE:
-FDEP
-CITY OF COCOA

SITE CLEARING

1. PROTECTION OF EXISTING TREES AND VEGETATION: PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, SKINNING OR BRUISING OF BARK, SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE, EXCESS FOOT OR VEHICULAR TRAFFIC, OR PARKING OF VEHICLES WITHIN DRIP LINE. PROVIDE TEMPORARY GUARDS AT THE DRIP LINE TO PROTECT TREES AND VEGETATION TO BE LEFT STANDING.
2. REMOVE ALL TREES, SHRUBS, GRASS, AND OTHER VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS, AS REQUIRED, TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE SIMILAR ITEMS ELSEWHERE ON SITE OR PREMISES AS SPECIFICALLY INDICATED.
3. CUT MINOR ROOTS AND BRANCHES OF TREES INDICATED TO REMAIN IN A CLEAN AND CAREFUL MANNER WHERE SUCH ROOTS AND BRANCHES DO NOT OBSTRUCT INSTALLATION OF NEW CONSTRUCTION.
4. TOPSOIL IS DEFINED AS FRIABLE CLAY LOAM SURFACE SOIL SATISFACTORY TOPSOIL IS REASONABLY FREE OF SUBSOIL, CLAY LUMPS, STONES, AND OTHER OBJECTS OVER 2 INCHES IN DIAMETER, AND WEEDS, ROOTS, AND OTHER UNDESIRABLE MATERIALS.
5. STRIP TOPSOIL TO WHATEVER DEPTHS ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER OBJECTIONABLE MATERIAL. REMOVE HEAVY GROWTHS OF VEGETATION AND ROOTS FROM AREAS BEFORE STRIPPING.
6. STOCKPILE TOPSOIL IN STORAGE PILES IN AREAS SHOWN ON PLANS OR DIRECTED. CONSTRUCT STORAGE PILES TO PROVIDE FREE DRAINAGE OF SURFACE WATER. COVER STORAGE PILES, IF REQUIRED, TO PREVENT WIND EROSION. TRANSPORT WASTE MATERIALS AND UNSUITABLE TOPSOIL MATERIALS OFF OWNER'S PROPERTY AND DISPOSE OF LEGALLY.
7. TRAFFIC: CONDUCT SITE CLEARING OPERATIONS TO ENSURE THE MINIMUM INTERFERENCE WITH ROADS AND OTHER ADJACENT FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.
8. PROTECTION OF EXISTING IMPROVEMENTS: PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED TO REMAIN IN PLACE. PROTECT IMPROVEMENTS ON ADJOINING PROPERTIES. RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.
9. AS AN INITIAL EFFORT ON THE CONSTRUCTION SITE THE CONTRACTOR SHALL LOCATE AND FLAG ALL TREES INDICATED TO REMAIN. CONTACT ENGINEER PRIOR TO CLEARING. THE PROJECT SHALL ANTICIPATE THE REMOVAL OF UP TO 10% MORE TREES THAN INDICATED ON THE PLANS PER DIRECTION. AS PART OF THIS INSPECTION, TREES REQUIRING SPECIAL PRUNING SHALL BE IDENTIFIED.
10. WATER TREES AND OTHER VEGETATION TO REMAIN WITHIN LIMITS OF CONTRACT WORK AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION OPERATIONS.
11. PROVIDE PROTECTION FOR ROOTS OVER 1" DIAMETER CUT DURING CONSTRUCTION OPERATIONS. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT ROOTS FROM DRYING OUT; COVER WITH EARTH AS SOON AS POSSIBLE.
12. REPLACE TREES WHICH CANNOT BE REPAIRED AND RESTORED TO FULL-GROWTH STATUS, IN A MANNER ACCEPTABLE TO THE PROJECT REPRESENTATIVE.
13. COMPLETELY REMOVE STUMPS, ROOTS, AND OTHER DEBRIS UNLESS SPECIFICALLY IDENTIFIED TO REMAIN.
14. USE ONLY HAND METHODS FOR GRUBBING INSIDE DRIP LINE OF TREES INDICATED TO BE LEFT STANDING.
15. PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING 6" LOOSE DEPTH, AND THOROUGHLY COMPACT TO A DENSITY EQUAL TO ADJACENT ORIGINAL GROUND.

EARTHWORK

1. SUBGRADE EXCAVATION, BACKFILL, AND PREPARATION SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT FOR THIS SITE AS IDENTIFIED ON DWG. C-1, UNLESS NOTED OTHERWISE IN THE CONTRACT DRAWINGS.
2. PROVIDE APPROVED BORROW SOIL MATERIALS FROM OFF-SITE WHEN SUFFICIENT APPROVED SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
   a. SATISFACTORY SOIL MATERIALS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM; FREE OF ROCK OR GRAVEL LARGER THAN 2 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION AND OTHER DELETERIOUS MATTER.
   b. UNSATISFACTORY SOIL MATERIALS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH, AND PT.
3. BACKFILL AND FILL MATERIALS: SATISFACTORY SOIL MATERIALS AS IDENTIFIED ABOVE.
4. SUBBASE AND BASE MATERIAL: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND, ASTM D 2940, MEETING THE REQUIREMENTS OF SECTION 911 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. DRAINAGE FILL MATERIAL: WASHED EVENLY GRADED MIXTURE OF UNCRUSHED OR CRUSHED GRAVEL OR CRUSHED STONE, ASTM D 448, COARSE AGGREGATE GRADING SIZE 57, WITH 100 PERCENT PASSING A 1-1/2 INCH SIEVE AND 0 TO 5 PERCENT PASSING A NO. 50 SIEVE.
6. ENGINEERED FILL: BASE MATERIALS AS IDENTIFIED ABOVE.
7. BEDDING MATERIAL: SUBBASE OR BASE MATERIALS AS IDENTIFIED ABOVE.
8. FILTER FABRIC: MANUFACTURER'S STANDARD NONWOVEN PERVIOUS GEOTEXTILE FABRIC OF POLYPROPELENE, NYLON OR POLYESTER FIBERS, OR A COMBINATION IN ACCORDANCE WITH ASTM D 4759.
   a. GRAB TENSILE STRENGTH (ASTM D 4652): 100 LB
   b. APPARENT OPENING SIZE (ASTM D 4751): #100 U.S. STANDARD SIEVE.
   c. PERMEABILITY (ASTM D 4491): 150 GALLONS PER MINUTE PER SQ. FT.
9. COMPLY WITH LOCAL CODES, ORDINANCES, AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION TO MAINTAIN STABLE EXCAVATIONS. CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT.
10. EXCAVATION FOR STRUCTURES: EXCAVATE TO INDICATED ELEVATIONS AND DIMENSIONS WITHIN A TOLERANCE OF PLUS OR MINUS 0.10 FOOT. EXTEND EXCAVATIONS A SUFFICIENT DISTANCE FROM STRUCTURES FOR PLACING AND REMOVING CONCRETE FORMWORK, INSTALLING SERVICES AND OTHER CONSTRUCTION, AND FOR INSPECTIONS.
11. EXCAVATIONS FOR FOOTINGS AND FOUNDATIONS: DO NOT DISTURB BOTTOM OF EXCAVATION. EXCAVATE BY HAND TO FINAL GRADE JUST BEFORE PLACING CONCRETE REINFORCEMENT. TRIM BOTTOMS TO REQUIRED LINES AND GRADES TO LEAVE SOLID BASE TO RECEIVE OTHER WORK.
12. EXCAVATION FOR UNDERGROUND STRUCTURES AND MECHANICAL OR ELECTRICAL APPURTENANCES: EXCAVATE TO ELEVATIONS AND DIMENSIONS INDICATED WITHIN A TOLERANCE OF PLUS OR MINUS 0.10 FOOT. DO NOT DISTURB BOTTOM OF EXCAVATIONS INTENDED FOR BEARING SURFACE.
13. EXCAVATE TRENCHES TO UNIFORM WIDTHS TO PROVIDE A WORKING CLEARANCE ON EACH SIDE OF PIPE OR CONDUIT. EXCAVATE TRENCH WALLS VERTICALLY FROM TRENCH BOTTOM TO 12 INCHES HIGHER THAN TOP OF PIPE OR CONDUIT, UNLESS OTHERWISE INDICATED.
14. TRENCH BOTTOMS: EXCAVATE AND SHAPE TRENCH BOTTOMS TO PROVIDE UNIFORM BEARING AND SUPPORT OF PIPES AND CONDUIT. SHAPE SUBGRADE TO PROVIDE CONTINUOUS SUPPORT FOR BELLS, JOINTS, AND BARRELS OF PIPES AND FOR JOINTS, FITTINGS, AND BODIES OF CONDUITS. REMOVE STONES AND SHARP OBJECTS TO AVOID POINT LOADING.
   a. FOR PIPES OR CONDUIT LESS THAN 6 INCHES IN NOMINAL DIAMETER AND FLAT-BOTTOMED, MULTIPLE-DUCT CONDUIT UNITS, HAND-EXCAVATE TRENCH BOTTOMS AND SUPPORT PIPE AND CONDUIT ON AN UNDISTURBED SUBGRADE.
   b. FOR PIPES AND CONDUIT 6 INCHES OR LARGER IN NOMINAL DIAMETER, SHAPE BOTTOM OF TRENCH TO SUPPORT BOTTOM 90 DEGREES OF PIPE CIRCUMFERENCE. FILL DEPRESSIONS WITH TAMPED SAND BACKFILL.
   c. WHERE ENCOUNTERING ROCK OR ANOTHER UNYIELDING BEARING SURFACE, CARRY TRENCH EXCAVATION 6 INCHES BELOW INVERT ELEVATION TO RECEIVE BEDDING COURSE.
15. RECONSTRUCT SUBGRADES DAMAGED BY RAIN, ACCUMULATED WATER, OR CONSTRUCTION ACTIVITIES.
16. STOCKPILE EXCAVATED MATERIALS ACCEPTABLE FOR BACKFILL AND FILL SOIL MATERIALS, INCLUDING ACCEPTABLE BORROW MATERIALS, TO PREVENT SOIL MATERIALS WITHOUT INTERMIXING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WIND-BLOWN DUST IF DIRECTED BY PROJECT REPRESENTATIVE.
17. CONTRACTOR SHALL PROVIDE DETECTABLE WARNING TAPE MADE FROM ACID AND ALKALI RESISTANT POLYETHYLENE FILM TO MARK AND IDENTIFY UNDERGROUND UTILITIES. TAPE SHALL BE 6 INCHES WIDE AND 4 MILS THICK, CONTINUOUSLY INSCRIBED WITH A DESCRIPTION OF THE UTILITY, WITH A METALLIC CORE ENCASED IN A PROTECTIVE JACKET FOR CORROSION PROTECTION, DETECTABLE BY METAL DETECTOR WHEN TAPE IS BURIED UP TO 2'-6" DEEP OVER NON FERROUS PIPE. PROVIDE TAPE COLORS TO MATCH UTILITIES AS FOLLOWS:
   RED: —— ELECTRIC
   YELLOW: —— GAS, OIL, STEAM AND DANGEROUS MATERIALS
   ORANGE: —— TELEPHONE AND OTHER COMMUNICATIONS
   BLUE: —— WATER SYSTEMS
   GREEN: —— SEWER SYSTEMS
18. UTILITY TRENCH BACKFILL: PLACE AND COMPACT INITIAL BACKFILL OF SATISFACTORY SOIL MATERIAL OR SUBBASE MATERIAL, FREE OF PARTICLES LARGER THAN 1 INCH, TO A HEIGHT OF 12 INCHES OVER THE UTILITY PIPE OR CONDUIT.
19. CAREFULLY COMPACT MATERIAL UNDER PIPE HAUNCHES AND BRING BACKFILL EVENLY UP ON BOTH SIDES AND ALONG THE FULL LENGTH OF UTILITY PIPING OR CONDUIT TO AVOID DAMAGE OR DISPLACEMENT OF UTILITY SYSTEM.
20. PLACE AND COMPACT FINAL BACKFILL OF SATISFACTORY SOIL MATERIAL TO FINAL SUBGRADE.
21. REMOVE VEGETATION, TOPSOIL, DEBRIS, WET, AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS.
22. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.

EARTHWORK CONT.

23. PLACE FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS FOR EACH LOCATION LISTED BELOW.
   a. UNDER GRASS, USE SATISFACTORY EXCAVATED OR BORROW SOIL MATERIAL.
   b. UNDER WALKS AND PAVEMENTS, USE SUBBASE OR BASE MATERIAL, OR SATISFACTORY EXCAVATED OR BORROW SOIL MATERIAL.
   c. UNDER BUILDING SLABS, USE SATISFACTORY FILL MATERIAL.
   d. UNDER FOOTINGS AND FOUNDATIONS, USE ENGINEERED FILL.
24. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT.
   a. DO NOT PLACE BACKFILL OR FILL MATERIAL ON SURFACES THAT ARE MUDDY OR CONTAIN ICE.
   b. REMOVE AND REPLACE, OR SCARIFY AND DRY SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DENSITY.
   c. STOCKPILE OR SPREAD AND DRY REMOVED WET SATISFACTORY SOIL MATERIAL.
25. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
26. PERCENTAGE OF MAXIMUM DRY DENSITY REQUIREMENTS: COMPACT SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 1557 UNLESS PLAN SPECIFICALLY NOTE OTHERWISE:
   a. UNDER BUILDING SLABS AND PAVEMENTS, COMPACT THE TOP 12 INCHES BELOW SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL AT 95 PERCENT MAXIMUM DRY DENSITY.
   b. UNDER WALKWAYS, COMPACT THE TOP 6 INCHES BELOW SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL AT 95 PERCENT MAXIMUM DRY DENSITY.
   c. UNDER LAWN OR UNPAVED AREAS, COMPACT THE TOP 6 INCHES BELOW SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL AT 90 PERCENT MAXIMUM DRY DENSITY.
27. SITE GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDING AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
   a. LAWN OR UNPAVED AREAS: PLUS OR MINUS 0.10 FOOT. WALKS: PLUS OR MINUS 0.10 FOOT. PAVEMENTS: PLUS OR MINUS 1/2 INCH.
28. UNDER PAVEMENTS AND WALKS, CONSTRUCT SUBBASE COURSE AND BASE COURSE MATERIAL IN ACCORDANCE WITH SECTIONS 160 AND 200 OF THE FDOT STANDARD SPECIFICATIONS.
29. COMPACT SUBBASE AND BASE COURSES AT OPTIMUM MOISTURE CONTENT TO REQUIRED GRADES, LINES, CROSS SECTIONS AND THICKNESS TO NOT LESS THAN 95 PERCENT OF ASTM D 4254 RELATIVE DENSITY. SHAPE SUBBASE AND BASE TO REQUIRED CROWN ELEVATIONS AND CROSS-SLOPE GRADES.
   a. WHEN THICKNESS OF COMPACTED SUBBASE OR BASE COURSE IS 6 INCHES OR LESS, PLACE MATERIALS IN A SINGLE LAYER.
30. PAVEMENT SHOULDERS: PLACE SHOULDERS ALONG EDGES OF SUBBASE AND BASE COURSE TO PREVENT LATERAL MOVEMENT. CONSTRUCT SHOULDERS OF ACCEPTABLE MATERIALS AND COMPACT SIMULTANEOUSLY WITH EACH SUBBASE AND BASE LAYER.
31. UNDER SLABS-ON-GRADE, PLACE ENGINEERED FILL ON PREPARED SUBGRADE.
32. TESTING AGENCY SERVICES: ALLOW TESTING AGENCY TO INSPECT AND TEST EACH SUBGRADE AND EACH FILL OR BACKFILL LAYER. DO NOT PROCEED UNTIL TEST RESULTS FOR PREVIOUSLY COMPLETED WORK VERIFY COMPLIANCE WITH REQUIREMENTS.
33. PERFORM FIELD IN PLACE DENSITY TESTS ACCORDING TO ASTM D 1556 (SAND CONE METHOD). FIELD IN-PLACE DENSITY TESTS MAY ALSO BE PERFORMED BY THE NUCLEAR METHOD ACCORDING TO ASTM D 2922, PROVIDED THAT CALIBRATION CURVES ARE PERIODICALLY CHECKED AND ADJUSTED TO CORRELATE TO TESTS PERFORMED USING ASTM D 1556. WITH EACH DENSITY CALIBRATION CHECK, CHECK THE CALIBRATION CURVES FURNISHED WITH THE MOISTURE GAGES ACCORDING TO ASTM D 3017. WHEN FIELD IN-PLACE DENSITY TESTS ARE PERFORMED USING NUCLEAR METHODS, MAKE CALIBRATION CHECKS OF BOTH DENSITY AND MOISTURE GAGES AT BEGINNING OF WORK, ON EACH DIFFERENT TYPE OF MATERIAL ENCOUNTERED, AND AT INTERVALS AS DIRECTED BY THE PROJECT REPRESENTATIVE.
34. FOOTING SUBGRADE: AT FOOTING SUBGRADES, PERFORM AT LEAST ONE TEST OF EACH SOIL STRATUM TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF EACH SUBGRADE WITH RELATED TESTED STRATA WHEN ACCEPTABLE TO THE PROJECT REPRESENTATIVE.
35. PAVED AND BUILDING SLAB AREAS: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, PERFORM AT LEAST ONE FIELD IN-PLACE DENSITY TEST FOR EVERY 2,000 SQ. FT. OR LESS OF PAVED AREA OR BUILDING SLAB, BUT IN NO CASE FEWER THAN TWO TESTS.
36. TRENCH BACKFILL: IN EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER, PERFORM AT LEAST ONE FIELD IN-PLACE DENSITY TEST FOR EACH 300 FEET OR LESS OF UTILITY TRENCH, BUT NO FEWER THAN TWO TESTS.
37. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS ARE BELOW SPECIFIED DENSITY, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO THE DEPTH REQUIRED, RECOMPACT AND RETEST UNTIL REQUIRED DENSITY IS OBTAINED.
38. EXISTING UTILITIES: DO NOT INTERRUPT UTILITIES SERVING FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED IN WRITING BY PROJECT REPRESENTATIVE AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY UTILITY SERVICES ACCORDING TO REQUIREMENTS INDICATED:
   a. NOTIFY ENGINEER NOT LESS THAN TWO DAYS IN ADVANCE OF PROPOSED UTILITY INTERRUPTIONS.
   b. DO NOT PROCEED WITH UTILITY INTERRUPTIONS WITHOUT ENGINEER WRITTEN PERMISSION.
   c. CONTACT UTILITY-LOCATOR SERVICE FOR AREA WHERE PROJECT IS LOCATED BEFORE EXCAVATING.
39. DEMOLISH AND COMPLETELY REMOVE FROM SITE EXISTING UNDERGROUND UTILITIES INDICATED TO BE REMOVED. COORDINATE WITH UTILITY COMPANIES TO SHUT OFF SERVICES IF LINES ARE ACTIVE.
40. EXPLOSIVES: DO NOT USE EXPLOSIVES.
41. AREA OF BUILDINGS PLUS A MARGIN OF 10' ON ALL SIDES SHALL BE CLEARED AND GRUBBED TO REMOVE AND DISPOSE OF ANY SURFACE VEGETATION, ROOTS, AND DEBRIS UNLESS PLANS SPECIFICALLY NOTE OTHERWISE.
42. RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES, FROST, RAIN, ACCUMULATED WATER, OR CONSTRUCTION ACTIVITIES, AS DIRECTED BY ARCHITECT.

EROSION AND SEDIMENTATION CONTROL REQUIREMENTS

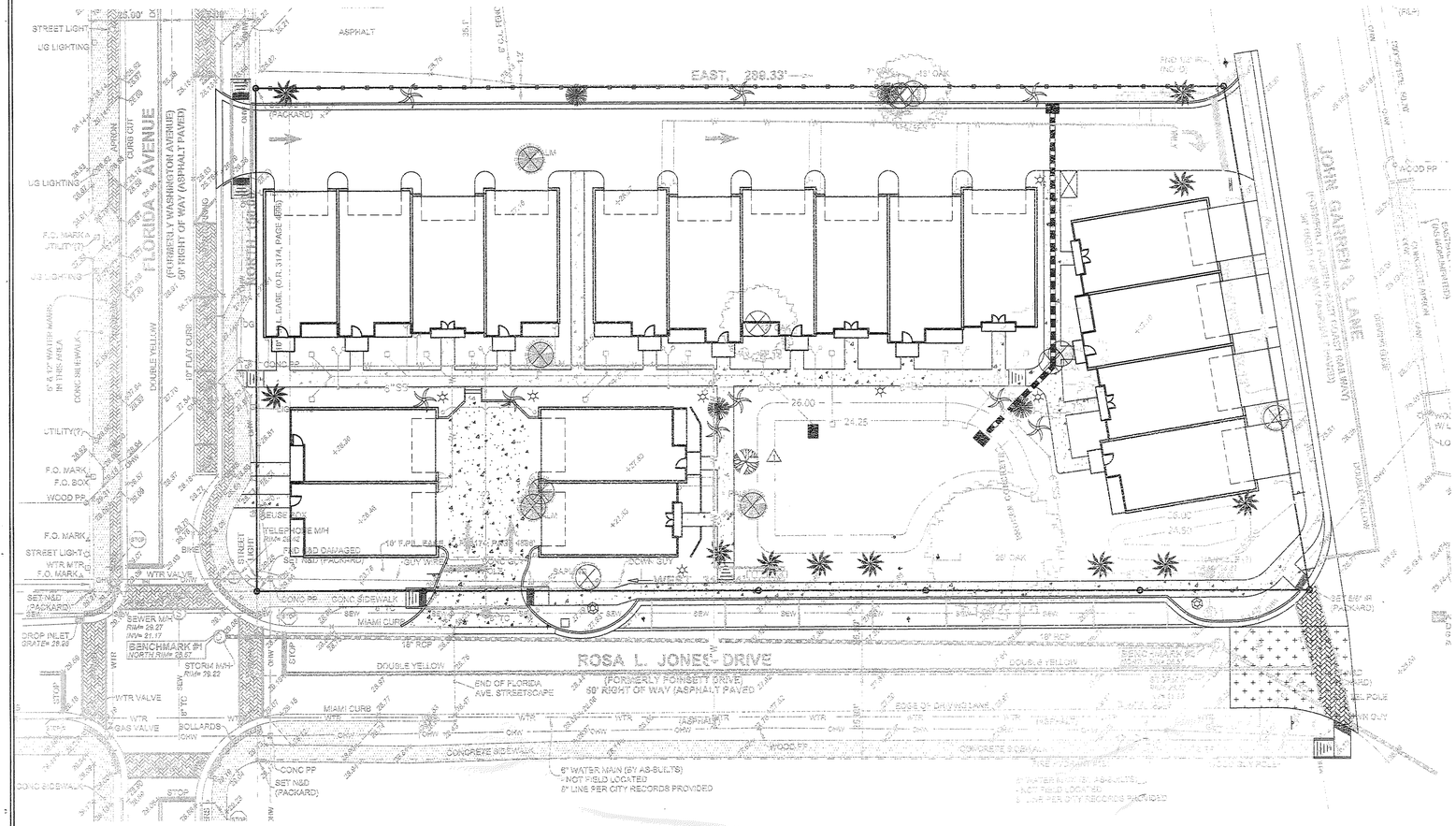
1. THE LAND-DISTURBING ACTIVITY SHALL CONFORM TO EXISTING TOPOGRAPHY AND SOIL TYPE SO AS TO CREATE THE LOWEST PRACTICAL EROSION POTENTIAL.
2. LAND-DISTURBING ACTIVITIES SHALL BE CONDUCTED IN A MANNER MINIMIZING EROSION.
3. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSIVE ELEMENTS SHALL BE KEPT TO A PRACTICABLE MINIMUM.
4. EROSION CONTROL MUST BE STRICTLY MAINTAINED DURING CUT AND FILL OPERATIONS.
5. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICABLE.
6. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED, PROTECTED AND SUPPLEMENTED.
7. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
8. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.
9. ADEQUATE PROVISIONS MUST BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATIONS OR THE SLOPING SURFACE OF FILLS.
10. TO THE EXTENT NECESSARY, SEDIMENT IN RUNOFF WATER MUST BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS OR SIMILAR MEASURES UNTIL THE DISTURBED AREA IS STABILIZED.
11. CUTS AND FILLS MUST BE CONSTRUCTED IN SUCH A MANNER THAT EROSION AND RUNOFF FROM THE SITE DOES NOT ENDANGER ADJOINING PROPERTY.
12. FILLS MAY NOT ENCROACH UPON NATURAL WATERCOURSES OR CONSTRUCTED CHANNELS IN A MANNER SO AS TO ADVERSELY AFFECT OTHER PROPERTY OWNERS WITHOUT ADEQUATE PROVISIONS FOR AN EQUIVALENT ALTERNATE SYSTEM WITH A POSITIVE OUTFALL.
13. ALL R.O.W.'S, WATERWAYS, STREETS AND SIDEWALKS SHALL BE BUFFERED BY A TWENTY (20) FOOT WIDE STRIP OF GRASS OR OTHER SUITABLE MEANS.
14. GRADING EQUIPMENT MUST CROSS FLOWING STREAMS BY MEANS OF BRIDGES OR CULVERTS EXCEPT WHEN SUCH METHODS ARE NOT FEASIBLE AND PROVIDED IN ANY CASE, THAT SUCH CROSSINGS ARE KEPT TO A MINIMUM AND SEDIMENTATION CONTROL DEVICES ARE PROVIDED.

TERMITE CONTROL

1. ENGAGE A LICENSED PROFESSIONAL PEST CONTROL OPERATOR FOR APPLICATION OF SOIL TREATMENT SOLUTION.
2. DO NOT APPLY SOIL TREATMENT SOLUTION UNTIL EXCAVATING, FILLING AND GRADING OPERATIONS ARE COMPLETED, EXCEPT AS OTHERWISE REQUIRED IN CONSTRUCTION OPERATIONS. TO ENSURE PENETRATION, DO NOT APPLY SOIL TREATMENT TO FROZEN OR EXCESSIVELY WET SOILS OR DURING INCLEMENT WEATHER. COMPLY WITH HANDLING AND APPLICATION INSTRUCTIONS OF TERMITICIDE MANUFACTURER.
3. FURNISH WRITTEN WARRANTY CERTIFYING THAT APPLIED SOIL POISONING TREATMENT WILL PREVENT INFESTATION OF SUBTERRANEAN TERMITES AND, THAT IF SUBTERRANEAN TERMITE ACTIVITY IS DISCOVERED DURING WARRANTY PERIOD, THE COMPANY WILL RE-TREAT SOIL AND REPAIR OR REPLACE DAMAGE CAUSED BY TERMITE INFESTATION. PROVIDE WARRANTY FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF TREATMENT, SIGNED BY APPLICATOR AND CONTRACTOR.
4. USE EMULSIBLE CONCENTRATE INSECTICIDE FOR DILUTION WITH WATER, SPECIALLY FORMULATED TO PREVENT TERMITE INFESTATION. PROVIDE A WORKING SOLUTION OF THE CHEMICAL ELEMENTS AND CONCENTRATIONS PER MANUFACTURER RECOMMENDATIONS. PROVIDE ENGINEER WITH COPY OF SOLUTION, MANUFACTURER, AND ALL MANUFACTURER DIRECTIONS.
5. REMOVE FOREIGN MATTER WHICH COULD DECREASE EFFECTIVENESS OF TREATMENT ON AREAS TO BE TREATED. LOOSEN, PAKE, AND LEVEL SOIL TO BE TREATED, EXCEPT PREVIOUSLY COMPACTED AREAS UNDER SLABS AND FOUNDATIONS. TERMITICIDE MAY BE APPLIED BEFORE PLACEMENT OF COMPACTED FILL UNDER SLABS, IF RECOMMENDED BY TERMITICIDE MANUFACTURER.
6. APPLY SOIL TREATMENT SOLUTION AT RATES SPECIFIED BY TERMITICIDE MANUFACTURER.
7. ALLOW NOT LESS THAN 12 HOURS FOR DRYING AFTER APPLICATION, BEFORE BEGINNING CONCRETE PLACEMENT OR OTHER CONSTRUCTION ACTIVITIES.
8. POST SIGNS IN AREAS OF APPLICATION WARNING WORKERS THAT SOIL TREATMENT HAS BEEN APPLIED. REMOVE SIGNS WHEN AREAS ARE COVERED BY OTHER CONSTRUCTION.
9. REAPPLY SOIL TREATMENT SOLUTION TO AREAS DISTURBED BY SUBSEQUENT EXCAVATION, MODIFICATIONS, OR OTHER CONSTRUCTION ACTIVITIES FOLLOWING APPLICATION.

SEWAGE COLLECTION SYSTEM

1. ALL VERTICAL AND HORIZONTAL SPACING BETWEEN SEWAGE COLLECTION SYSTEMS AND WATER DISTRIBUTION SYSTEMS AND/OR STORM SEWER SYSTEMS ARE TO COMPLY WITH THE LATEST FDEP STANDARDS.
2. ADHERE TO MANUFACTURER'S RECOMMENDATIONS ON THE INSTALLATION OF PVC, CPEP, AND RCP STORM SEWERS.
3. GENERAL: ALL PVC SEWER SHALL BE INSTALLED IN ACCORDANCE WITH UNI-BELL, UNI-B-5.
4. PIPE PREPARATION AND HANDLING: INSPECT ALL PIPE AND FITTINGS PRIOR TO LOWERING INTO TRENCH AND ENSURE NO CRACKED, BROKEN, OR OTHERWISE DEFECTIVE MATERIALS ARE BEING USED. CLEAN ENDS OF PIPE THOROUGHLY. REMOVE FOREIGN MATTER AND DIRT FROM INSIDE OF PIPE AND KEEP CLEAN DURING AND AFTER LAYING. REMOVE ALL DAMAGED PIPE FROM THE JOB SITE.
5. GRAVITY SEWER PIPE: ALL SEWER LINES BETWEEN MANHOLES SHALL BE ABSOLUTELY STRAIGHT AND TRUE. NO CURVATURE SHALL BE TOLERATED. DO NOT DEVIATE FROM LINE OR GRADE, AS ESTABLISHED BY THE ENGINEER, MORE THAN 1/2" FOR LINE AND 1/4" FOR GRADE, PROVIDED THAT SUCH VARIATION DOES NOT RESULT IN A LEVEL OR REVERSE SLOPING INVERT.
6. LAYING AND JOINTING PIPE: PIPE LAYING SHALL PROCEED UPGRADE WITH SPIGOT ENDS POINTING IN DIRECTION OF FLOW. AFTER A SECTION OF PIPE HAS BEEN LOWERED INTO THE PREPARED TRENCH, CLEAN THE END OF THE PIPE TO BE JOINED. THE INSIDE OF THE JOINT, AND THE RUBBER RING IMMEDIATELY BEFORE JOINING THE PIPE. MAKE ASSEMBLY OF THE JOINT IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER OF THE TYPE OF JOINT USED. PROVIDE ALL SPECIAL TOOLS AND APPLIANCES REQUIRED FOR THE JOINTING ASSEMBLY.
7. TAKE THE NECESSARY PRECAUTIONS REQUIRED TO PREVENT EXCAVATED OR OTHER FOREIGN MATERIAL FROM GETTING INTO THE PIPE DURING THE LAYING OPERATION. AT ALL TIMES, WHEN LAYING OPERATIONS ARE NOT IN PROGRESS, AT THE CLOSE OF THE DAY'S WORK, OR WHENEVER THE WORKERS ARE ABSENT FROM THE JOB, CLOSE AND BLOCK THE OPEN END OF THE LAST LAID SECTION OF PIPE TO PREVENT ENTRY OF FOREIGN MATERIAL OR CREEP OF THE GASKETED JOINTS.
8. PLUG OR CLOSE OFF PIPES WHICH ARE STUBBED OFF FOR MANHOLE CONSTRUCTION OR FOR CONSTRUCTION BY OTHERS, WITH TEMPORARY PLUGS.
9. WHERE NONREINFORCED PIPE IS CONNECTED TO MANHOLES OR CONCRETE STRUCTURES, MAKE CONNECTION SO THAT THE STANDARD PIPE JOINT IS LOCATED NOT MORE THAN 3' FROM THE OUTSIDE FACE OF THE STRUCTURE.
10. WHEN CUTTING AND/OR MACHINING THE PIPE IS NECESSARY, USE ONLY TOOLS AND METHODS RECOMMENDED BY THE PIPE MANUFACTURER.
11. UNDERGROUND STRUCTURES:
   a. ROCK SUBGRADE: FOR SETTING PRECAST CONCRETE BASE SECTION, REMOVE WATER FROM THE EXCAVATION. PLACE A MINIMUM OF 6" OF ROCK BASE AND THOROUGHLY COMPACT WITH A MECHANICAL VIBRATING OR POWER TAMPER.
   b. MANHOLE JOINT SEALS: CAREFULLY INSPECT PRECAST MANHOLE SECTIONS TO BE JOINED. SECTIONS WITH CHIPS OR CRACKS IN THE TONGUE SHALL NOT BE USED. JOINT SEALS SHALL BE INSTALLED IN STRICT CONFORMANCE WITH THE SEALANT MANUFACTURER'S RECOMMENDATIONS. ONLY PIPE PRIMER FURNISHED BY THE JOINT SEAL MANUFACTURER WILL BE APPROVED.
   c. PRECAST CONCRETE MANHOLES: PLACE PRECAST CONCRETE SECTIONS AS SHOWN ON THE DRAWINGS. WHERE MANHOLES OCCUR IN PAVEMENTS, SET TOPS OF FRAMES AND COVERS FLUSH WITH FINISH SURFACE. ELSEWHERE, SET TOPS 3" ABOVE FINISH SURFACE, UNLESS OTHERWISE INDICATED.
   d. MANHOLE INVERT: CONSTRUCT MANHOLE INVERTS IN CONFORMANCE WITH DETAILS SHOWN ON THE DRAWINGS, AND WITH SMOOTH TRANSITIONS TO ENSURE AN UNOBSTRUCTED FLOW THROUGH MANHOLE. REMOVE ALL SHARP EDGES IN ROUGH SECTIONS WHICH TEND TO OBSTRUCT FLOW. WHERE A FULL SECTIONS OF PIPE IS LAID THROUGH A MANHOLE, BREAK OUT THE TOP SECTION AS INDICATED AND COVER EXPOSED EDGE OF PIPE COMPLETELY WITH MORTAR. TROWEL ALL MORTAR SURFACES SMOOTH.
   e. PROVIDE RUBBER JOINT GASKET COMPLYING WITH ASTM C-443.
   f. APPLY BITUMINOUS MASTIC COATING AT JOINTS OF SECTIONS.
12. PRIOR TO FINAL ACCEPTANCE, THE SEWER COLLECTION SYSTEM SHALL BE THOROUGHLY CLEANED AND VISUALLY INSPECTED IN THE PRESENCE OF THE ENGINEER AND LOCAL AUTHORITIES HAVING JURISDICTION.
13. FOLLOWING VISUAL INSPECTION, THE SEWER SYSTEM INCLUDING SERVICE LINES SHALL BE TESTED IN THE PRESENCE OF THE ENGINEER AND LOCAL AUTHORITIES HAVING JURISDICTION.
14. ACCEPTABLE METHODS OF TESTING SHALL BE LOW PRESSURE AIR EXFILTRATION OR WATER EXFILTRATION IN ACCORDANCE WITH THE LOCAL AUTHORITY REQUIREMENTS.
15. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TOOLS, SUPPLIES, LABOR AND EQUIPMENT FOR TESTING.
16. LOW PRESSURE AIR EXFILTRATION TESTING SHALL BE IN ACCORDANCE WITH UNI-BELL, UNI-B-6.
17. WATER EXFILTRATION TES



TREE OVERLAY AND LANDSCAPE PLAN

1"=20'

PLANT SCHEDULE:

SYMBOL	QUANTITY	SPECIFICATIONS	COMMON NAME
	4	10' HT, 2" CALIPER	HOLLY
	11	3" CALIPER	CRAPE MYRTLE
	9	MINIMUM 8-10' CLEAR TRUNK	PALM TREE
	1	10' HT, 2" CALIPER	LIVE OAK (1)
	13	TREE PROPOSED FOR REMOVAL	

LANDSCAPING CALCULATIONS:

Tree Requirement Along Right-of-Ways:
- 152 LF along East property line, (152 feet-20 LF of driveway)/50 feet per tree = 2.6 trees
- 315 LF along South property line, (315 feet-30 LF of driveway)/50 feet per tree = 5.7 trees (1)
- 150 LF along West property line, (150 feet-20 LF of driveway)/50 feet per tree = 2.6 trees

Total Tree Requirement along Right-of-Ways = 11 Trees

Interior Landscaping Requirement:
There are no internal parking spaces proposed.

Existing Landscaping Removal Requirements:
- A 26" Oak tree is proposed to be preserved near the stormwater treatment area
- Five Oak trees ranging in diameter are proposed to be removed as they will be impacted by development
- Six Palm trees are proposed to be removed as they will be impacted by development
- Two saplings of unknown are proposed to be removed as they will be impacted by development

Total Additional Inches Required for Tree Removal = 0 additional inches

Landscaping Requirements:
Total Perimeter Trees = 11 trees
Total Interior Tree Calculations = 0 trees
Total Existing Trees Saved On-site = 1 trees
Total New Trees Required On-site = 11 trees
Total New Trees Provided On-site = 20 trees (see Plant Schedule on this sheet)
Oak Tree Provided Internal Site Per Development Agreement

LANDSCAPE NOTES:

1. TREES SHALL BE OF A SPECIES CAPABLE OF GROWING IN THE CENTRAL COASTAL AREA OF FLORIDA WITH AN OVERHALL HEIGHT OF A MINIMUM OF FIFTEEN (15) FEET. WHEN PLANTED, TREES MUST BE AT LEAST EIGHT (8) TO TEN (10) FEET IN HEIGHT. (NO LESS THAN A TWENTY-FIVE GALLON CONTAINER).
2. ALL ON-SITE AREAS NOT IDENTIFIED FOR LANDSCAPING SHALL BE SODDED WITH ST. AUGUSTINE SOD EXCEPT DRY RETENTION SWALE AREAS. THEY SHALL BE SEEDED AND MULCHED OR SODDED WITH SAND-GROWN SOD.
3. LANDSCAPE PLANTS AND PLANTING METHODS SHALL MEET OR EXCEED ALL REQUIREMENTS HEREIN AND ALL CITY OF COCOA LAND DEVELOPMENT CODE REQUIREMENTS.
4. AUTOMATIC SPRINKLER SYSTEM SHALL BE DESIGNED AND INSTALLED BY IRRIGATION CONTRACTOR FOR ALL PERVIOUS AREAS ON-SITE. IRRIGATION CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICE AS NEEDED. PROVIDE A WELL FOR IRRIGATION SOURCE.
5. ALL SODDED AREAS OFF-SITE SHALL BE COMMON BERMUDA TYPE.
6. ONCE RECLAIMED WATER SERVICE BECOMES AVAILABLE, CONNECTION WILL BE REQUIRED. IRRIGATION SYSTEM SHALL BE DESIGNED TO EASILY ACCOMMODATE A RETROFIT CONNECTION TO A RECLAIMED WATER SERVICE MAIN.
7. USE 35# ARGENTINE BAHIA SEED/ACRE, MIXED WITH 20# OF MILLET/ACRE. INCLUDE GRANULAR SLOW-RELEASE FERTILIZER 16-4-8 IN THIS MIXTURE, PER MANUFACTURER'S RECOMMENDATION.
8. WHETHER PRESERVED OR NEWLY PLANTED, ALL PLANT MATERIALS UTILIZED TO SATISFY THE LANDSCAPING REQUIREMENTS HEREIN SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1 PLANTS, AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, 1973, PUBLISHED BY THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE AND CONSUMER SERVICES, OR THEIR EQUIVALENT.
9. THE LOCATION OF VEGETATION OR TREE(S) SHALL NOT INTERFERE WITH UTILITY SERVICES OR CREATE AN UNSAFE VISUAL CLEARANCE OR OTHER SAFETY HAZARD TO THE EXTENT THAT CORRECTION CANNOT BE REMEDIED BY TRIMMING.
10. UPON FINAL INSPECTION, ANY PLANT THAT APPEARS TO BE DAMAGED OR IN SHOCK SO THAT IT IS NO LONGER FLORIDA GRADE #1 WILL BE REMOVED AND REPLACED WITH A HEALTHY PLANT OF THE SAME SPECIFIED TYPE AND SIZE.
11. NEW PLANTS AND NEW BEDS ARE TO HAVE A 3" LAYER OF GRADE A PINE BARK MULCH, UNLESS OTHERWISE SHOWN TO HAVE RIVER ROCK MULCH. ALL TREES IN SOD AREAS ARE TO HAVE A 4' DIAMETER RING OF PINE BARK MULCH. INSTALL PINE BARK MULCH IN ALL UTILITY/EQUIPMENT AREAS. INSTALL WEED CONTROL FABRIC UNDER ALL PINE BARK AND RIVER ROCK MULCH.
12. ALL PLANTS ARE TO BE INSTALLED IN HOLES WHICH ARE TWICE THE WIDTH OF THE ROOT BALL. REMOVE EXTRANEOUS DEBRIS AND BACKFILL PLANTS WITH LOOSE, EXCAVATED SOIL.
13. INSTALL ALL PLANTS WITH PROPER SPACING AS INDICATED ON THE PLANT LIST. DO NOT INSTALL PLANTS IN LOCATIONS THAT ARE TOO CLOSE TO EQUIPMENT, PAVEMENT, CONCRETE, FENCES OVERHEAD WIRES, UTILITY STRUCTURES, LIGHTS, SPRINKLER HEADS OR VALVES. MAKE FIELD ADJUSTMENTS TO AVOID SUCH CONFLICTS CONSIDERING FUTURE GROWTH OF PLANTS. SPACING OF SHRUBS AND PLANTS FROM EDGE OF SOD OR EDGE OF CONCRETE IS TO BE A MINIMUM OF 2/3 OF THE SPECIFIED O.C. SPACING. INSTALL PLANTS LOCATED AT THE END OF PARKING SPACES 4' OFF BACK OF CURB OR WHEEL STOP.
14. THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL MATERIALS AND WORK AGAINST INJURY FROM ANY CAUSES AND SHALL PROVIDE AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR THE PROTECTION OF THE PUBLIC. HE SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE PROTECTION OF THE WORK.
15. SHOULD ANY OBJECTIONABLE MATERIALS SUCH AS OLD CONCRETE, BRICKS, OR OTHER DEBRIS BE ENCOUNTERED DURING PLANTING OPERATIONS, THEY SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL OTHER PARTIES INVOLVED WITH THE JOB IN ORDER TO ELIMINATE UNNECESSARY COMPLICATION DURING THE INSTALLATION OF HIS WORK.
17. ALL NEW PLANT MATERIALS, EXCEPT SOD, SHALL BE GUARANTEED FOR ONE YEAR FROM THE TIME OF FINAL INSPECTION AND INTERIM ACCEPTANCE, AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH FOR EACH SPECIFIC KIND OF PLANT AT THE END OF THE GUARANTEE PERIOD. SOD SHALL BE GUARANTEED FOR A PERIOD OF 60 DAYS AND SEED FOR A PERIOD OF 90 DAYS FROM THE DATE FINAL REVIEW AND INTERIM ACCEPTANCE.
18. DURING THE GUARANTEE PERIOD, ANY PLANT REQUIRED UNDER THIS CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY GROWTH, AS DETERMINED BY THE PROJECT REPRESENTATIVE SHALL BE REMOVED. REPLACEMENTS SHALL BE MADE WITHIN TEN DAYS OF NOTICE TO THE LANDSCAPE CONTRACTOR.
19. SPECIFICALLY EXCLUDED FROM THE GUARANTEE ARE DAMAGES RESULTING FROM NATURAL CAUSES SUCH AS FLOOD, LIGHTNING STRIKES, FREEZING RAINS OR WINDS OVER 60 MPH, DAMAGES FROM ACTS OF NEGLIGENCE ON THE PART OF THE PART OF THE OWNER OR OTHERS OCCUPYING THE SITE, FIRES, VANDALISM AND HERBIVOROUS ANIMALS.
20. THE SOD SHALL BE OF FIRM, TOUGH TEXTURE HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT. IT SHALL CONTAIN NO WEEDS, OR ANY OTHER OBJECTIONABLE VEGETATION. THE SOIL EMBEDDED IN THE SOD SHALL BE GOOD CLEAN EARTH, FREE FROM STONES AND DEBRIS. THE SOD SHALL BE FREE FROM FUNGUS, VERMIN AND OTHER DISEASES. SOD SHALL BE AS SPECIFIED ON PLANS.
21. GRASS SEED SHALL BE ARGENTINE BAHIA WITH A MINIMUM PURITY OF 85%, MINIMUM GERMINATION OF 80% AND WEED CONTENT NOT TO EXCEED ONE-HALF PERCENT (1/2%). A COVER GRASS SHALL BE MIXED WITH THE BAHIA SEED AS FOLLOWS:
    1. MARCH - OCTOBER: 2/3 BAHIA AND 1/3 BROWN TOP MILLET.
22. STAKES AND GUYS: PROVIDE STAKES AND DEADMEN OF SOUND NEW HARDWOOD, TREATED SOFTWOOD, OR REDWOOD, FREE OF KNOT HOLES AND OTHER DEFECTS. PROVIDE WIRE TIRES AND GUYS OF 2-STRAND, TWISTED, PLIABLE GALVANIZED IRON WIRE NOT LIGHTER THAN 12 GA. WITH ZINC COATED TURNBUCKLES. PROVIDE NOT LESS THAN 1/2" DIAMETER RUBBER OR PLASTIC HOSE, CUT TO REQUIRED LENGTHS AND OF UNIFORM COLOR, MATERIAL AND SIZE TO PROTECT TREE TRUNKS FROM DAMAGE BY WIRES.
23. ALL PLANTS EXCEPT AS OTHERWISE SPECIFIED, SHALL BE CENTERED IN PITS AND SET ON COMPACTED TOP SOIL TO SUCH A DEPTH THAT THE FINISHED GRADE LEVEL AT THE PLANT AFTER SETTLEMENT WILL BE THE SAME AS THAT AT WHICH THE PLANT WAS GROWN. NO BURLAP SHALL BE PULLED OUT FROM UNDER BALLS. ROOTS SHALL BE SPREAD IN THEIR NORMAL POSITION. ALL BROKEN OR FRAYED ROOTS SHALL BE CUT OFF CLEANLY. SOIL SHALL BE PLACED AND COMPACTED THOROUGHLY, AVOIDING INJURY AND SHALL BE SETTLED BY WATERING. NO FILLING ROUND TRUNKS WILL BE PERMITTED.
24. NEW PLANTING SHALL BE SO SET THAT THE FINAL LEVEL OF GROUND AROUND THE PLANTS SHALL CONFORM TO SURROUNDING GRADES, OR AS OTHERWISE SPECIFIED.
25. SOLID SOD SHALL BE LAID WITH CLOSELY ABUTTING JOINTS WITH A TAMPERED OR ROLLED EVEN SURFACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BRING THE SOD EDGE IN A NEAT-CLEAN MANNER TO THE EDGE OF ALL PAVING AND SHRUB AREAS. AFTER THE SOD IS LAID, A TOP DRESSING OF CLEAN SAND SHALL BE EVENLY APPLIED OVER THE ENTIRE SURFACE AND THOROUGHLY WASHED, (IF DETERMINED NECESSARY BY ENGINEER. NOTE: SAND WILL NOT BE REQUIRED ON PROPERLY LAID SOD
26. SUBMIT TYPEWRITTEN INSTRUCTIONS RECOMMENDING PROCEDURES TO BE ESTABLISHED BY OWNER FOR MAINTENANCE OF LANDSCAPE WORK FOR ONE FULL YEAR. SUBMIT PRIOR TO EXPIRATION OF REQUIRED MAINTENANCE PERIOD.

20' 0' 20' 40'

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

LANDSCAPE PLAN

ERIN L. TRAUGER
FL P.E. #65576

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DATE: 10-1-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. L-1
PROJECT: 17-108

COTTAGES AT COCOA

A SUBDIVISION LYING IN SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF BLOCK 20 AND VACATED JACKSON STREET OF "S.F. TRAVIS' ADDITION TO COCOA" RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

PLAT DESCRIPTION:

LOTS 2, 3, 4, 5 AND 6, BLOCK 20, "TRAVIS' ADDITION TO COCOA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
TOGETHER WITH THAT PORTION OF A VACATED STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN ON THE NORTH LINE OF POINSETT DRIVE, AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 20 OF "TRAVIS' ADDITION TO COCOA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE NORTH LINE OF POINSETT DRIVE, EAST, 50 FEET TO THE WEST LINE OF THE OLD RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUN THE WEST LINE OF SAID RIGHT OF WAY, NORTHWESTERLY, TO IT'S INTERSECTION WITH A PROLONGATION WITH THE NORTH LINE OF LOT 2, BLOCK 20 OF "TRAVIS' ADDITION TO COCOA" AFORESAID; THENCE RUN THE PROLONGATION OF THE NORTH LINE OF SAID LOT 2 AFORESAID, WEST, 50 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE RUN THE EAST LINE OF SAID LOT 2 AFORESAID, SOUTHEASTERLY, TO THE POINT OF BEGINNING;
CONTAINING 1.040 ACRES.

LEGEND OF ABBREVIATIONS:

PRM	=	PERMANENT REFERENCE MONUMENT
PCP	=	PERMANENT CONTROL POINT
CM	=	CONCRETE MONUMENT
IR	=	IRON ROD (REBAR)
N&D	=	NAIL & DISK
FND	=	FOUND
ID	=	IDENTIFICATION
MEAS	=	MEASURED
O.R.B.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
SQ FT	=	SQUARE FEET
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PI	=	POINT OF INTERSECTION
RP	=	RADIUS POINT
POL	=	POINT ON LINE
PRC	=	POINT OF REVERSE CURVATURE

REVIEW COPY

PLAT NOTES:

■ = 4 INCH BY 4 INCH CONCRETE PERMANENT REFERENCE MONUMENTS (PRM) STAMPED "PACKARD / PRM / LS #3867".

● = P.K. NAIL WITH ALUMINUM DISKS STAMPED "PACKARD / PCP / LS #3867" OR STAMPED "PACKARD / PRM / LS #3867" AS LABLED HEREON.

O = FOR CLARIFICATION OF DIMENSIONS, OPEN CIRCLES ARE INTENDED TO DEPICT THE LOCATIONS OF ENDS OF SPECIFIC LINES.

BEARING STRUCTURE - BASED ON AN ASSUMED MERIDIAN. SPECIFIC BEARING REFERENCE = "WEST" FOR THE NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE.

TRACT 'A' - IS HEREBY DEDICATED TO, CONTROLLED BY AND MAINTAINED BY THE COTTAGES AT COCOA HOMEOWNERS ASSOCIATION FOR PRIVATE ROAD, PRIVATE STORMWATER MANAGEMENT, PRIVATE WALKWAYS, COMMON AREA, RECREATIONAL AMENTITIES AND THE INSTALLATION / MAINTENANCE OF PULIC UTILITIES AND FLORIDA POWER & LIGHT COMPANY FACILITIES.

TRACT 'B' - IS HEREBY DEDICATED TO THE CITY OF COCOA FOR PUBLIC SIDEWALK AND PUBLIC UTILITY FACILITIES.

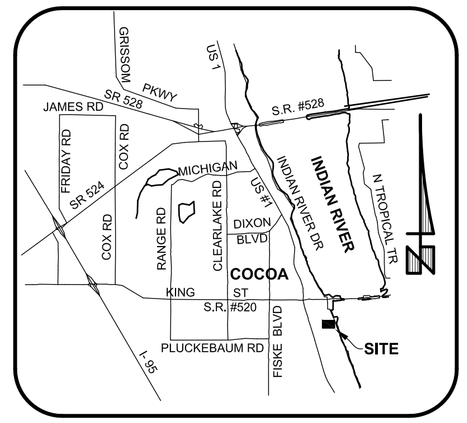
NOTE - ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LOT MONUMENTATION - IN COMPLIANCE WITH THE REQUIREMENTS OF SEC. 177.091(9), F.S., THE LOT AND TRACT CORNERS WILL BE PLACED UPON COMPLETION OF UNIT CONSTRUCTION.

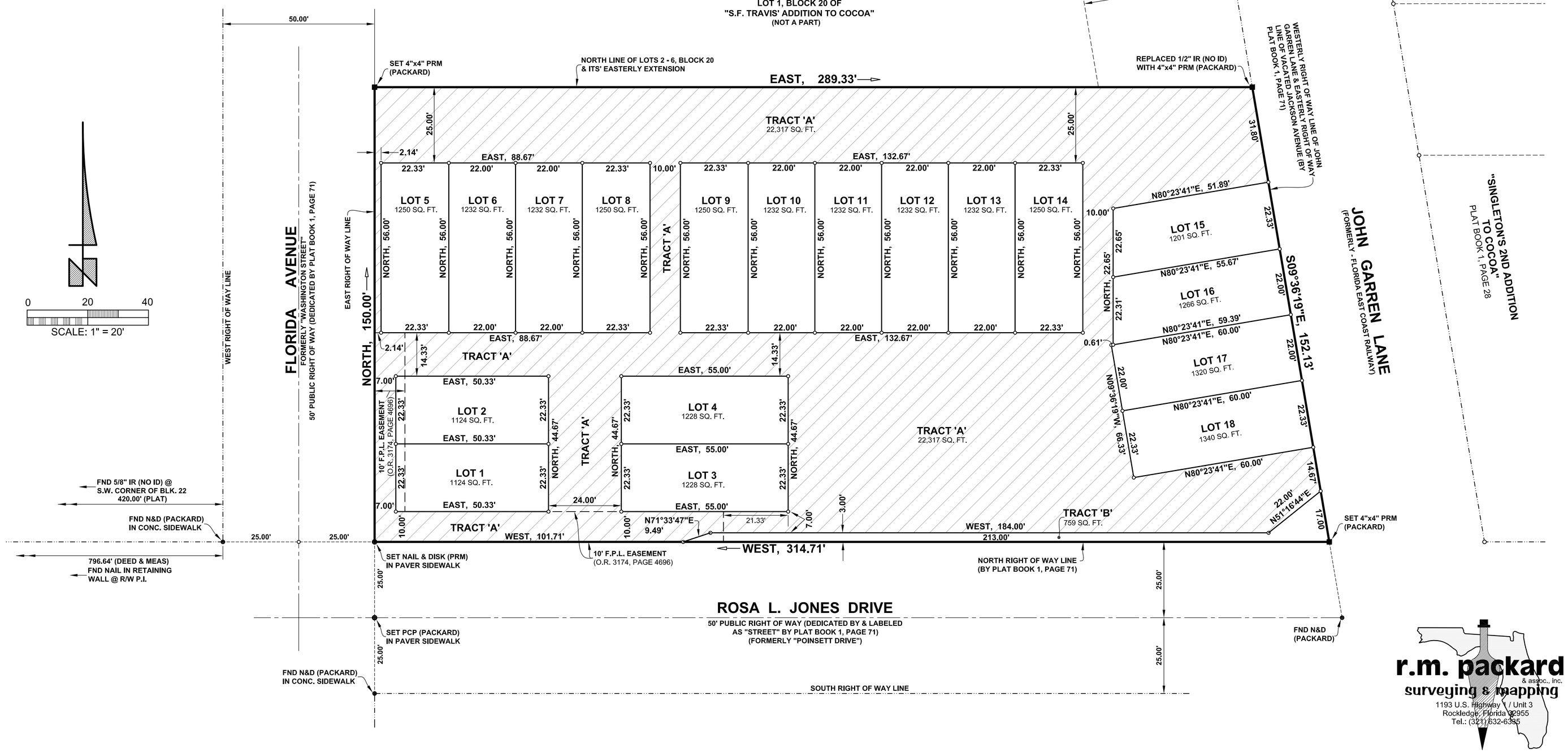
NOTICES -
(1) THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.
(2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

RESERVATION - FOR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

SEE OFFICIAL RECORDS BOOK _____, PAGE _____.



VICINITY MAP
NO SCALE



r.m. packard
& assoc., inc.
surveying & mapping
1193 U.S. Highway 1 / Unit 3
Rockledge, Florida 32955
Tel.: (321) 632-6335

PLAT BOOK _____ PAGE _____

SHEET 1 OF 1

SEC. 33, TWP. 24 S., RGE. 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

COTTAGES AT COCOA

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USE AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF COCOA, FLORIDA (SUBJECT TO NOTES HEREON).

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER(S) NAMED BELOW AND IT'S OFFICIAL SEAL TO BE AFFIXED HERETO ON:

DATE: _____

BY: _____
BY: JOHN HALEY, PRESIDENT
120 BARNACLE BAY, LLC
6022 FARCIENDA PLACE / UNIT 101
MELBOURNE, FLORIDA 32940
(321) 427-6500

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

JOHN HALEY

PRESIDENT OF 120 BARNACLE BAY, LLC, TO ME, KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF THE CORPORATION IS DULY AFFIXED THERETO AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 29, 2018, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND PERMANENT CONTROL POINTS (P.C.P.'S) HAVE BEEN PLACED AS REQUIRED BY LAW ACCORDING TO SEC. 177.091(7) AND 177.091(8), F.S.; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATED: _____

_____ (S E A L)
ROBERT M. PACKARD, PSM
REGISTERED FLORIDA SURVEYOR & MAPPER #3867
FOR: R.M. PACKARD & ASSOC., INC.
1193 U.S. HIGHWAY 1 / UNIT 3
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335
FLORIDA CORPORATE CERTIFICATE #6649

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON: _____
THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT.

MAYOR: _____
JAKE WILLIAMS, JR.

ATTEST: _____ S E A L

CITY CLERK: _____
CARIE SHEALY

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
J. BARRY CABANISS, PLS
REGISTERED FLORIDA SURVEYOR & MAPPER #4524

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER #177, PART 1, FLORIDA STATUTES AND WAS FILED FOR RECORD ON:

_____ AT _____ FILE NO.: _____

_____
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

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.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

B. APPROVAL OF A PRELIMINARY SUBDIVISION (The Cottages) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to construct 18 townhomes on three (3) parcels of land (Parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and

5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	18-635	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/4/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Pass on First Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	13-2018 Ordinance - Rezone Lakeside Palms West Binding Development Agreement - Lakeside Palms West.pdf Exhibit A - Legal Description and Map - Lakeside Palms West Exhibit B - Concept Plan - Lakeside Palms West Plat 11-13-18.pdf Legal Ad Proof - Rezone				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2018
Agenda Date: December 12, 2018
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC.

BACKGROUND:

The Applicant, Morgan & Associates Consulting Engineers, Surveyors Inc., on behalf of the property owner, Victory Judgement LLC, requests an amendment to the Zoning Map designation of approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit ‘A’. The applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre).

The subject property was annexed from Brevard County in 2003 along with a number of other surrounding unincorporated properties totaling 235 acres which was adopted through City Council action in October 2004 and had an AU/Agricultural zoning designation. The City rezoned to RR-1 (Rural Residential) District to preserve the agricultural character. On April 11, 2006 the City Council

approved a rezoning of the property from RR-1 to RU-1-7 (Single Family Residential) District in Ordinance 15-2006.

RU-1-7 is a low-density residential zoning designation which allows up to 7 single-family dwelling units per acre and prescribes minimum bulk regulations. The RU-1-7 district allows only single-family dwellings as principal uses, with certain residential accessory structures. The RU-2-15 zoning designation would allow up to 15 multiple-family dwelling units for two-story structures, single-family and multi-family dwellings of not more than three units per building, and townhouse residential subdivisions as principal uses. However, for single-family development the RU-2-15 bulk regulations, minimum living areas, and minimum yard requirements are regulated by RU-2-10 standards, which do not require provisions for tree preservation and usable common open space and recreational facilities.

Importantly, however, this application for rezoning shall be considered in conjunction with a binding Development Agreement, which limits the uses that may be constructed on the Property to single-family development. Accordingly, although more intense uses are generally allowed through RU-2-15 zoning, those uses will not be permitted to be constructed in this case. Further, the analysis below assumes that the Development Agreement conditions with respect to single-family development will be maintained and only analyzes the impact of the permitted single-family density increase rather than the highest possible uses in the RU-2-15 district.

As stated above, single-family development in the RU-2-15 district is regulated by Article XI, Section 4A of the Zoning Code, the RU-2-10 district. The intent of the RU-2-10 (Low-Density, Single-Family and Multiple-Family District) zoning district is “to apply to an area of mixed, low-density, multi-family and single-family residential development in close proximity to major collector and arterial streets” RU -2-10 was intended to promote compact urban infill development and primarily used in the Heart of Cocoa and older grid-designed neighborhoods, which are already close to urban amenities and services. Utilization of RU-2-10 standards in the development of new subdivisions with smaller lot sizes of 5,000 square feet (minimum lot width 50 ft. and minimum lot depth 100 ft.) without corresponding shared amenities can result in single-family housing without a sense of community and prone to economic depression.

For that reason, on October 24, 2018, the Cocoa City Council gave direction to staff to prepare an amendment to the Zoning Ordinance of the City of the Cocoa specifically related to developing single -family housing utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas. This amendment will be placed on a future P&Z Board agenda for consideration.

Because the application for this rezone was already received by the time the City Council gave its direction to staff on October 24, 2018, the applicant agreed to enter into a Development Agreement, taking into consideration the City Council’s direction. The Development Agreement restricts future development on the property to single-family construction based on RU-2-10 lot standards, but requires the developer to provide amenities for the future subdivision. Specifically, a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over water, and a board walk and viewing deck over wetland area will be provided. The creation of common amenities reduces the number of homes from 89 to eighty-seven (87). The applicant submitted a revised Site Plan (Exhibit “B”) showing the proposed subdivision inclusive of the wetland conservation area and the 2 tracts dedicated to open space and recreation.

Background information related to Home Rule Powers Development Agreements:

The Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes, grant to municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and permit the exercise of any power for municipal purposes, except when expressly prohibited by law. This statute is construed as to secure for municipalities the broad exercise of home rule powers granted by the Florida Constitution. In accordance with these broad powers, the City of Cocoa adopted Section 15-21 of the City Code, which authorizes the City Council to enter into development agreements pursuant to its home rule powers. Adoption or modification of a development agreement is determined to be a legislative act of the city in the furtherance of its power to zone, comprehensively plan, and regulate development within its boundaries. Sec. 15-20, City Code. Any such "Home Rule Powers Development Agreement" shall be subject to the standards in Section 15-21 of the City Code:

> **Sec. 15-21. - Home rule powers development agreements.**
> (a) Notwithstanding the city council's right to enter into statutory development agreements pursuant to F.S. ch. 163 and this chapter, the city council shall also have the right to enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Such agreements shall provide for terms and conditions deemed necessary by the city council. Any agreement may also provide for variances or waivers from any applicable land development regulation of the city, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the city's comprehensive plan, and must serve the public health, safety, and welfare of the citizens and visitors of the city.
> (b) The provisions contained in section 15-20 shall apply to any agreement entered into under this section.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Future Land Use:	Current: Low Density Residential		
Zoning District(s):	Current: RU-1-7 (Single Family Residential) Proposed: R Residential		
Existing Land Use:	Vacant Land		
Council District:	District 1 - Councilmember Alex Goins		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Agricultural Residential (County);	AU (County)	Agricultural Use (existing farm)
South	Very Low Density Residential (City	AU (County)	Vacant land
East	Medium Density Residential (City)	RU-2-15	Single-Family Residential (Vacant land - currently und construction)

West	Medium Density Residential (City)	RU-2-15	Vacant land

Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix 'A' of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Response: The proposed zoning change is consistent with the established land use patterns for many properties lying adjacent to and along Clearlake Road. The subject property lies west of an established medium density single family subdivision (Lakeside Palms East), and east of another proposed medium density development. This medium density development is the subject of a Binding Development Agreement, which allows a combination of 55+ residential, individually-owned condominiums or detached units; an Adult Congregate Living Facility (ACLF); and an independent living facility to be constructed. Lakeside Palms East has received final plat approval. A Binding Development Agreement, future land use amendment and rezone were approved for the ACLF development to the west. Neither development has been constructed yet. The property lying to the North of the subject property is zoned AU- agricultural use, with an agricultural-residential land use, and the property lying to the South is zoned AU with a very low residential land use designation. Because of the development of medium density uses to the east and west and because the proposed Development Agreement with the applicant limits the possible uses to single-family residential uses, staff does not view the application as conflicting with the established land use pattern in the vicinity.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Response: The proposed change will not create an isolated district unrelated to adjacent and nearby districts. The adjacent property to the East and West already has an approved RU-2-15 zoning classification, with a Medium Density Residential Land Use designation. In addition, the AU-zoned properties are also permitted to have single-family residential uses upon them. This specific request would be in harmony with the adjoining properties' permitted uses and zoning districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Response: As noted above, although this property is proposed to be rezoned to RU-2-15, the rezone is not accompanied by a corresponding request to amend the future land use, which shall remain Low Density Residential with a maximum density of 7 units per acre. (Note that some exceptions in the City's Comprehensive Plan exist to allow up to 12 units per acre in the Low Density Residential designation, but none apply here.) Because this rezone is accompanied by a Development Agreement limiting the construction to the residential subdivision plans attached thereto, the maximum density for the proposed rezone to RU-2-15 shall be approximately 5 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan. The proposed project includes approximately 9.58 acres of wetland, which is not developable and therefore not included in the density calculation. With a density of approximately 5 units per acre, which is less than permitted by the existing future land use designation for the property, staff does not believe that the proposed change will materially alter the population density pattern in the area.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Response: The existing district boundaries are currently logically drawn in relation to the subject property's boundary line and is consistent with the existing future land use designation of the property.

e. Whether or not the proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Response:

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Future Land Use Element:
The proposed change will not be contrary to the Future Land Use Map and Future Land Use Element of the Comprehensive Plan, which permits the densities proposed and specified in the binding Development Agreement. The Comprehensive Plan permits a maximum density of 7 units per acre. Due to the binding Development Agreement, the maximum density to be achieved with the rezone to RU-2-15 will be approximately 5 units per acre, well below a maximum 15 units per acre under ordinary RU-2-15 zoning. The proposed land uses shall be restricted by the Development Agreement to single-family detached housing. Further, this area shall remain buffered from the nuisance effects of higher intensity uses and major traffic corridors because of its location and the future land use of medium density residential and agricultural residential for surrounding properties.

> **Policy 1.1.2.3: Low Density Residential (LDR).** Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.
>
> > A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.
> >
> > B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.
>
> (The remainder of Policy 1.1.2.3 refers to planned residential developments and clustered, single-family attached housing and is therefore not applicable.)

Conservation Element:

> In addition, wetlands shall be protected as provided in the Conservation Element of the Comprehensive Plan. Specifically, upland buffers shall be preserved as required in Policy 12.1.6.15 and passive recreation, including overwater recreation paths, are permitted uses in the wetland.
>
> **Policy 12.1.6.15:** Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.
>
> A. General.
>
> 1. The City shall avoid, or when unavoidable, minimize development impacts on wetlands; direct incompatible land uses away from wetlands; require wetland buffers; allow wetland losses only where all reasonable measures have been applied to avoid such losses; and allow for effective mitigation.
>
> 2. Land use planning and site design shall support development patterns that minimize the impact of development on wetlands.
> …
>
> C. New development and redevelopment with no significant impact. New development and redevelopment having no significant impact on the net wetland functions shall be permitted. They include only the following:
>
> 1. Water dependent uses. Water dependent uses as defined by Rule 9J-5.003(137) F.A.C.
>
> 2. Passive recreation. Walking nature trails or elevated wooden boardwalks designed to minimize wetland system disturbance and to provide limited access for passive recreation or access to other portions of the site or adjacent waters, which are otherwise inaccessible.
>
> . . .
>
> E. Upland buffers.

1. General. Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.

2. Minimum width. Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.

3. Encroachment. Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.

4. Additional requirement. The City may require the extension of upland buffers beyond twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.

5. Average width exception. Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.

6. Passive recreation. The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

In addition, the property is located within the AE Zone (100-year floodplain). Accordingly, a number of Comprehensive Plan policies related to development in a floodplain are applicable. To avoid repetition, see the discussion of drainage in section i. below.

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

Staff Response: As described above, recent changes in nearby properties have occurred, including (a) the final plat approval of a residential subdivision based on RU-2-15 zoning to the east; and (b) the future land use amendment and rezoning of property to the west to allow for a mixed-use development, including an ACLF, single -family and independent living units. While these changed conditions do not make the proposed amendment necessary as the property could be developed with single-family residential homes under the existing zoning, they do support the requested rezone, which will be consistent with the surrounding land uses.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

Staff Response. The requested zoning change is not expected to negatively impact living conditions, however the addition of 87 single family homes will result in an increase in traffic counts on Clearlake Road as well as an increased number of children in the local school system. A School Capacity Availability Determination Letter was received from the Brevard County School Board for this project. It indicates that at this time Saturn Elementary School is not projected to have enough capacity for the total projected number of students from this subdivision. However, the adjacent schools concurrency service areas can provide sufficient capacity for the project.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Response: The proposed development project would add 87 new housing units which in turn would generate roughly 870 additional daily trips, based on an average of 9.57 vehicle trips per dwelling unit (on a weekday) as established by the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition).

The minimum LOS for SR501 (Clearlake Road) is D. The Space Coast TPO Traffic Counts Report for 2017 indicates that for the SR520 to Pluckebaum segment of Clearlake Road, the average annual daily traffic trips is

4,750 and it is classified as Urban Major Collector. Based on the Current Maximum Acceptable Volume (15,600) established by the Space Coast TPO, and including the projected 1,005 trips to be added by the Lakeside Palms subdivision to the east, there is sufficient capacity on SR501 (Clearlake Road) to support this development.

j. Whether or not the proposed change will create a drainage problem.

Staff Response: This property is located within the AE Zone (100-year floodplain). Therefore, the following Comprehensive Plan Policies apply:

Future Land Use Policy 1.1.7.4: Flood plains and floodways shall be identified during the development review process and development shall be limited consistent with FEMA requirements.

Stormwater Management Policy 6.1.3.6: Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

Conservation GOAL 12.1: Conserve, protect and appropriately manage the natural resources and environmentally sensitive areas of the City of Cocoa to ensure the highest environmental quality possible.

Objective 12.1.1: Environmentally Sensitive Areas. At a minimum, Environmentally Sensitive Areas shall contain one or more of the following natural resources:

A. Rare, threatened or endangered wildlife and/or vegetation, e.g., wildlife (scrub jay, osprey, manatee); vegetation (American chaffseed). A complete list is defined by the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission and the East Central Florida Regional Planning Council;
B. Rare and unique upland habitat or Florida Natural Areas Inventory (FNAI) “imperiled” or “critically imperiled” communities, e.g., sand pine scrub;
C. Wetlands or deepwater habitats;
D. Special geologic formations;
E. Artifacts of archaeological or historic significance;
F. Within floodways and areas subject to flooding.

Policy 12.1.1.1: The City shall coordinate with appropriate governmental entities to protect environmentally sensitive lands which extend into adjacent municipalities. This coordination shall include the Florida Natural Areas Inventory, East Central Florida Regional Planning Council (ECFRPC), the Florida Fish and Wildlife Conservation Commission, St. John’s River Water Management District (SJRWMD) and based on the information generated from the data.

Policy 12.1.6.3: Areas of natural habitat within the 100-year floodplain shall be given priority consideration in the identification of lands that address passive recreational demand and open space objectives, except in those instances where a proposed development is determined by the City to be consistent with the Goals, Objectives and Policies of the Future Land Use Element.

Policy 12.1.6.4: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City's Flood Damage Prevention ordinance shall be amended to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Development plans shall preserve the natural functions of floodplains when practical. Compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrated the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Objective 12.1.9: Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City's Flood Damage Prevention ordinance shall be updated

as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provision of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run-off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

Policy 12.1.9.4: The City shall encourage public and private agencies, including but not limited to the Florida Department of Environmental Protection, the Florida Game and Freshwater Fish Commission, the St. Johns River Water Management District, The Nature Conservancy, The Trust for Public Lands and Brevard County, in acquiring wetlands and floodplains.

As previously noted in Section e., development on the subject property shall be in accordance with Policy 12.1.6.15 regarding wetland protection. Because the subject property is severely environmentally constrained, the western wetland portion of the property will be undevelopable. Accordingly, the proposed rezone to RU-2-15 is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. The western portion of the property will remain available only for open space and conservation-related/passive recreation uses.

In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323. Any adverse consequences of compensatory storage for development east of the wetland must be addressed in the analysis of the preliminary plat and site plan.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

Staff Response: The proposed change is consistent with low-density land use which would not affect light and air to adjacent areas. The maximum height allowed when constructing single-family dwellings under RU-2-10 standards is 35 feet.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Response: The proposed rezone, accompanied with a binding Development Agreement detailing the proposed project, will incorporate amenities such as a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and over-water viewing deck, and a boardwalk and viewing deck over the wetland area. The presence and incorporation of neighborhood amenities should assist in preventing any negative effects of utilizing smaller lot sizes permitted under the RU-2-15 and RU-2-10 bulk regulations.

Further, as described above, surrounding properties to the east and west will be developed with medium density projects. The proposed rezone is not anticipated to adversely affect these property values. Finally, the proposed development will have a conservation area and perimeter fencing to buffer from adjacent agricultural-residential properties.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Response: The proposed zoning change is compatible with both zoning and land use designations of surrounding properties East and West of the subject property.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as

contrasted with the public welfare.

Staff Response: Staff does not believe a special privilege will be granted to any individual owner. The proposed rezone and accompanying binding Development Agreement are consistent with the low density residential future land use.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Response: The current zoning designation has more stringent requirements, requiring larger lot sizes.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Response: Based on the fact that the proposed project density is below the allowable 7 units per acre per the City's Future Land Use Plan, the proposed change is not out of scale with the needs of the neighborhood or the City.

p. Whether or not it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Response: Other parcels with zoning already allowing single family home development exist elsewhere within the City. This parcel was chosen as it is located directly to the west and across Clearlake Road from the developer's earlier project "Lakeside Palms" which is presently under construction.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the "Low- Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan. Please see the discussion in Sections e. and i. above for further detail.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Map Amendment, along with the proposed Development Agreement and Preliminary Subdivision, was heard at the December 5, 2018 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Map Amendment.

RECOMMENDED MOTION:
Passing on First Read Ordinance 13-2018: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for one parcel (approximately 27.92 acres) from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit "A", subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC.l

ORDINANCE NO. 13-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 27.62 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF CLEARLAKE ROAD, APPROXIMATELY 0.25 MILES SOUTH OF STATE ROAD 520 (WEST KING STREET), IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; 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 rezone action herein is subject to the conditions provided for and agreed to in the Binding Development Agreement between the property owner and the City ("Development Agreement"); and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, 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. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Single-Family Residential District ("RU-1-7") to Multiple-Family Dwelling District ("RU-2-15") for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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 _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 420-9966

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **VICTORY JUDGMENT, LLC**, a foreign limited liability company authorized to transact business in the State of Florida (hereinafter referred to as "Owner").

RECITALS

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

WHEREAS, Owner has requested, and the City Council of Cocoa approved on January 9, 2019, Owner's application to amend the zoning classification for the Property described on Exhibit "A" from RU-1-7 to **RU-2-15** for the intended purpose of developing **single-family residential housing** on the Property (referred to as the "Zoning Approval"); and

WHEREAS, currently, Article XI, Sec. 62 of the Zoning Ordinance of the City of Cocoa ("Zoning Code") governing the RU-2-10 Multiple Family Dwelling District allows for the construction of single-family dwellings "as regulated by Section 4A, RU-2-10," which is the Low Density Single-Family and Multiple-Family District; and

WHEREAS, Section 4A of the Zoning Code allows for 2 all, 7,000 minimum square foot lots; and

WHEREAS, on Oc o er 24, 2018, e Cocoa Ci Council rovided direc ion o ci a o re are an a end en o e Zonin Ordinance, ecifically rela ed o eli ina in e develo en o in le a il ou in u ili in e rovi ion o e RU 2 10 onin di ric re ula ion ou ide o e Hear o Cocoa and o er in ill and or redevelo en area and

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NOW, THEREFORE, e ar ie a ree a ollo :

1. *Recitals.* T e ore oin reci al are ere incor ora ed erein a a a erial ar o i A ree en. T e Ci all no e re uired or o li a ed in an a o con ruc or ain ain or ar ici a e in an a in e con ruc ion or ain enance o e i rove en . I i e in en o e ar ie a e O ner, i ran ee, uce or or a i n in in ere or o e o er a ocia ion and/or a i n a i ac or o e Ci all e re on i le or e ain enance o an i rove en .

2. *Approval of Concept Plan.* In accordance i e er and condi ion o i A ree en, e O ner re re en and arran o e Ci a i ill ex edi iou l develo e Pro er , a i ex en e, in o a re iden ial u divi ion con i in o no ore an ei even (87) ee i le in le a il d ellin i corre ondin lo alon Clearla e Road ee en SR 20

and Pluc□e□au□ Road (□□e **"Pro□ec□"**). T□e Ci□□ and O□ner a□ree □a□□e Pro□er□□ □□all □e develo□ed □i□□ □in□le□a□ il□d□ellin□□, a□□enerall□de□ic□ed on □e Conce□□Plan □□ic□ i□a□ac□ed □ere□o and □ull□ incor□ora□ed □erein a□ **Exhibit "B"** ("Conce□□Plan"), □□ic□ □□all con□i□□o□a □ro□o□ed conce□□□i□e □lan and ae□□e□ic □uildin□ elevа□ion□and o□□er arc□i□ec□ural renderin□□. T□e Conce□□Plan i□in□ended □o □e □□e □eneral □lue□rin□□□ic□ de□ic□□□e□a□□ec□□o□□□e □u□ure □□□□ical develo□□en□o□□□e Pro□er□□. T□e Conce□□Plan □□all al□o □erve a□ a nece□□ar□ □uide □or □u□ure □er□i□a□□lica□ion□and □er□i□in□.

3. *Amenities.* T□e Conce□□Plan □□all □□eci□icall□include □□e □ollo□in□ a□eni□ie□ □o □e incor□ora□ed in □□e develo□□en□: a □o□lo□, □enc□e□, □avilion and □ul□i□u□e □ield, a □ede□rian cro□□□al□, □oard□al□ and vie□in□ dec□ over □□e □or□ □a□er □ond, and a □oard□al□ and vie□in□ dec□ over □□e □e□land area.

4. *Further Permitting.* Notwithstanding the City's approval of the Conce□□Plan, O□ner □□all □ave □□e o□li□a□ion □o □ur□er □u□□i□and o□ain □□e Ci□□'□ a□□roval o□a □inal □i□e □lan, □inal en□ineerin□ □lan□, □lood□lain develo□□ en□□er□i□or a□□roval, □reli□inar□and □inal □la□, and □uildin□ □er□i□□, a□and □o □□e ex□en□a□□lica□le □□ Ci□□ Code. T□e □u□□i□al□ □□all □e con□i□en□□i□□ □□e Conce□□Plan in all □a□erial re□□ec□□ and in co□ □liance □i□□ □□e Ci□□ Code, exce□□a□ □rovided □erein. T□e Ci□□ and O□ner ex□re□□l□ ac□no□led□e and a□ree □a□□e Conce□□Plan a□ac□ed a□ Ex□i□i□B □a□ □re□ared □rior □o a□□lica□ion □or a □lood□lain develo□□ en□□er□i□or a□□roval and □u□□i□al o□a□endan□en□ineerin□ □lan□. T□ere□ore, □□ile □□e Ci□□ reco□ni□e□ □□i□ Conce□□Plan □a□□e □odi□ied li□□□l□ acco□□oda□e nece□□ar□c□an□e□rela□ed □o draina□e and □lood □ora□e, an□ □uc□ □odi□ica□ion □a□ no□include (a) a di□□eren□u□e o□□□e Pro□er□□□(□) an increa□e in □□e nu□□er o□lo□□ or □ro□o□ed den□i□□or (c) a reduc□ion in □□e re□uired nei□□□or□ood a□eni□ie□. O□ner □ur□□er ac□no□led□e□and a□ree□ □a□□e Conce□□Plan □a□no□□re□en□ed □o □□e Ci□□ □i□□ □inal □□eci□ic □urve□ed di□en□ion□ □or □□e de□i□n and loca□ion o□an□ □uildin□□ and in□ra□ruc□ure, and □a□durin□ □□e □inal □i□e □lan, □inal en□ineerin□, or □la□in□ □roce□□ □uc□ de□ail□ □□all □e

□u□□i□ed □o □□e Ci□□ □or con□idera□ion and di□ en□ion□ □□all □e □urve□ed, dul□ en□ineered, and □rovided □o □□e Ci□□ □or con□idera□ion under a□□lica□le Ci□□ Code□. A□ □uc□, O□ner and □□e Ci□□ a□ree □a□□□e Conce□□Plan i□ □u□ec□o rea□ona□le □oundar□ ad□u□□□en□ a□□□e □inal □i□e □lan, □inal en□ineerin□, or □la□in□ □□a□e in order □o □rin□ □□e Pro□ec□in□o □ull co□ □liance □i□□ □□e Ci□□ Code. T□e O□ner □□all □e □olel□ re□□on□i□le □or o□ainin□ an□ and all nece□□ar□ local and □a□e □er□i□□ includin□, □u□ no□li□i□ed □o, □uildin□ and environ□en□al □er□i□a□□roval□ □□□ic□ are re□uired in order □o □er□i□□e Pro□ec□in co□ □liance □i□□ local, □a□e, and □ederal la□. T□e O□ner □□all □e re□□on□i□le □or all recordin□ □ee□ a□□ocia□ed □i□□ □i□ A□ree□en□.

□. *Timing of Future Permitting.* Wi□□in □ix (6) □on□□□ □ro□ □□e E□□ec□ive Da□e o□ □□i□ A□ree□en□, □□e O□ner, a□i□□ ex□en□e, □□all □re□are and □ile all re□uired a□□lica□ion□, in□or□a□ion, and en□ineerin□ □lan□ □i□□ □□e Ci□□ o□ Cocoa □a□are nece□□ar□ □o o□ain □lood□lain develo□□en□ a□□roval, □inal □i□e □lan, and □reli□inar□ □la□a□□roval □or □□e Pro□ec□ con□i□□en□□i□□ □□e Conce□□ Plan. T□e O□ner □□all o□ain a□□roval o□ □□e □i□e □lan and □reli□inar□ □la□□i□□in □□elve (12) □on□□□ o□ □□e E□□ec□ive Da□e o□ □□i□ A□ree□en□. I□ □□e Pro□ec□ ail□ □o o□ain □uc□ □inal a□□roval □ro□ □□e Ci□□ (a/□/a □a □inal develo□□en□ order) □i□□in □□e a□ore□aid □□elve (12) □on□□□, □□e Ci□□ □□all □ave □□e ri□□□□ o declare □□e O□ner in de□aul□ □ur□uan□ □o Sec□ion 7 o□ □□i□ A□ree□en□. I□ □□e O□ner doe□ no□ cure □□e de□aul□ □i□□in □□e cure □eriod, □□e Ci□□ □□all □ave □□e ri□□□, □u□ no□ o□li□a□ion □o, □er□ina□e □□i□ A□ree□en□ □i□□ou□ □enal□□. Pur□uan□ □o Sec□ion 18□30 o□ □□e Ci□□ Code, □□e O□ner □□all □ile a □inal □la□□i□□ □□e Ci□□ □or a□□roval in co□ □liance □i□□ □□e re□uire□en□ o□ □□e Ci□□ Code no la□er □an one (1) □ear a□□er □□e □reli□inar□ □la□□a□ a□□roved □□ □□e Ci□□.

6. *Property Association; Architectural Covenants.* No la□er □an □inal □la□ a□□roval □or □□e Pro□ec□, □□e O□ner □□all, a□i□□ ex□en□e, □or□ and incor□ora□e a non□□ro□i□□ □ro□er□□ o□ner□' a□□ocia□ion in accordance □i□□ C□a□□er 720, Florida S□a□ute□. T□e □inal □la□□ □all include □uc□ lan□ua□e a□ □□e Ci□□ □a□ deem necessary to reflect the association's responsibilities. The a□□ocia□ion □□all □e re□□on□i□le □or o□era□ion, □ain□enance, and con□rol o□ all co□□ on area□ and

co□ □on □acili□ie□ and a□eni□ie□, includin□ □or□ □a□er re□en□ion □acili□ie□, co□ □on □al□□a□□ and □oard□al□□, alle□□ and drive ai□le□, land□ca□in□, and o□en □□ace, all a□ de□ic□ed on □□e □inal □i□e □lan and □reli□inar□/□inal □la□ a□□roved □□ □□e Ci□□. All □er□on□ ac□uirin□ a lo□□u□□e□uen□□o □□e E□ec□ive Da□e o□□□i□ A□ree□en□□□all □e □e□ □er□o□□□e □ro□er□□o□ner□' a□□ocia□ion. T□e O□ner □a□ro□ i□e □o i□e add addi□ional covenan□□ and re□ric□ion□ or □a□e c□an□e□ in a□□ocia□ion □□□ la□□a□□a□□e re□uired □□ □□e O□ner or □□e Ci□□ □o □uaran□ee □a□□e Pro□er□□ will □e develo□ed in accordance □i□□ □□e □er□ □ and condi□ion□ in □□i□ A□ree□en□. T□e O□ner □□all al□o i□ □o□e arc□i□ec□ural revie□ covenan□□ and re□ric□ion□ □or □□e Pro□er□□ □o □e ad□ini□□ered □□ □□e a□□ocia□ion. T□e arc□i□ec□ural revie□ covenan□□ and re□ric□ion□ □□all re□uire all □uildin□□ on □□e Pro□er□□ □o □e con□ruc□ed and □ain□ained in co□ □liance □i□□ □□e arc□i□ec□ural □□le□ a□ de□ic□ed and de□cri□ed in □□e Conce□□ Plan.

7. *Default/Termination.* Unle□□ □er□ina□ion o□□□i□ A□ree□en□i□ ex□re□□l□ au□ori□ed el□e□□ere □erein, □□i□ A□ree□en□□ a□□e □er□ina□ed □□ O□ner onl□ i□□ □ u□ual □ri□en a□ree□en□ o□ □□e Ci□□. In □□e even□ □□a□ O□ner □□all fail □o □a□i□□ an□ o□i□□ o□li□a□ion□ □e□or□ in □□i□ A□ree□en□, □□e Ci□□ □□all □rovide O□ner □ri□en no□ice o□ □uc□ de□aul□. O□ner □□all □en □ave □ir□□ (30) da□□ □ro□ rece□i□□ o□ □uc□ no□ice □o cure □uc□ de□aul□ unle□□ addi□ional □i□e i□ □ran□ed □□ □□e Ci□□ (□□e **"Cure Period"**). I□ O□ner □□all fail □o cure □uc□ de□aul□□ i□□ in □□e Cure Period, □□en □□e Ci□□ □a□, in i□□ □ole di□cre□ion and □i□□ ou□□ □enal□□, exerci□e an□ o□i□□ ri□□□□ and re□edie□ □rovided □□ la□ or in □□i□ A□ree□en□ includin□, □u□ no□li□i□ed □o, □er□ina□ion. U□on □er□ina□ion or an□ rea□on, □□e Ci□□ □a□ ini□ia□e a re□onin□ o□ □□e Pro□er□□ □o □□e □re□Zonin□ A□□roval □onin□ di□ric□, □□e adver□i□in□ and no□icin□ co□□□ o□□ic□ □□all □e □orne □□ □□e O□ner.

8. *Compliance with Code.* O□ner □□all co□ □l□ □i□□ all re□ula□ion□ and ordinance□ o□ Cocoa, Florida includin□, □u□ no□li□i□ed □o, □□e Ci□□ Code. T□i□ A□ree□en□ con□i□u□e□ O□ner's a□ree□en□ □o □ee□ addi□ional □□andard□ or re□ric□ion□ in develo□in□ □□e Pro□er□□. T□i□ A□ree□en□ □rovide□ no ve□□ed ri□□□□ a□ain□□ c□an□e□ □o □□e Co□□re□en□ive Plan or land develo□□en□

re□ula□ion□a□□e□□a□a□□l□o □□e Pro□er□.

9. *Covenant Running with the Land.* T□i□ A□ree□en□□□all □e □indin□ and □□all inure □o □□e □ene□i□o□□e □ucce□□or□or a□□i□n□o□□e □ar□ie□ and □□all run □i□□ □e □u□ec□ Pro□er□ and □e □indin□ u□on an□ □er□on, □ir□ or cor□ora□ion □□o □a□□eco□e □□e □ucce□□or in in□ere□□direc□l□ or indirec□l□ □o □□e □u□ec□ Pro□er□, and □e □u□ec□o □□e a□ove re□erenced condi□ion□a□a□□roved □□ □□e Ci□□ Council.

10. *Violations.* Viola□ion o□□i□ A□ree□en□□ill al□o con□i□u□e a viola□ion o□□e Zonin□ Code, and □i□ A□ree□en□□ a□□e en□orced a□□rovided □erein or in □□e Ci□□ Code.

11. *Notices.* W□enever ei□□er □ar□□ de□ire□ □o □ive no□ice □o □□e o□□er, no□ice □□all □e □en□□□ and deliver□or cer□i□ied □ail, re□urn recei□□re□ue□ed, and □□all □e □en□o:

For the Agency:
Jo□n A. Ti□□anic□, Jr. AICP
Ci□□ Mana□er
Ci□□ o□ Cocoa
6□ S□one S□ree□
Cocoa, FL 32922

For Owner:

Ei□□er □ar□□ □a□ □reel□ □odi□□ □eir re□□ec□ive con□ac□ □er□on and addre□□ con□ained in □□i□ Para□ra□□ □□ □rovidin□ □ri□en no□ice o□□e □odifica□ion □o □e o□□er □ar□□. An□ No□ice □iven a□ □rovided □erein □□all □e dee□ed received a□ □ollo□□: i□ delivered □□ □er□onal □ervice, on □□e da□e □o delivered□and i□□ ailed, on □□e □ird □u□ine□□ da□a□er □ailin□.

12. *Representations and Warranties.* T□e O□ner □ere□□a□ree□and □a□e□□□e □ollo□in□ re□re□en□a□ion□and □arran□ie□□o □□e Ci□□:

(a) O□ner i□ la□□ull□ □ei□ed o□□□e Pro□er□□in □ee i□ □le and □a□ull and la□□ul au□□ori□□ □o execu□e □□i□ Develo□□ en□A□ree□en□and □ind □□e Pro□er□□ a□□e□□or□□ □erein.

(□) T□e Pro□er□□ i□ □ree o□all o□□er encu□ □rance□, includin□ □or□a□e□ and lien□.

(c) Owner represents that it is a validly and fully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

(d) Owner represents and warrants that it is licensed to and in good standing in the State of Nevada as a limited liability company.

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

14. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that venue for all state disputes or actions (whether arising out of or related to this Agreement) shall be exclusively in Brevard County, Florida, for all federal disputes or actions (whether arising out of or related to this Agreement) shall be in Orlando, Florida.

15. *Modification.* This Agreement shall not be modified or amended except by written agreement duly executed by or on behalf of the Parties hereto (or their successors or assigns) and approved by the City Council.

16. *Entire Agreement.* This Agreement and all attached Exhibits hereto supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

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

18. *No Agency.* The relationship of the Parties to this Agreement is contractual and

Owner is not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which could indicate any such relationship with the other.

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

20. *Reservation of Police Powers.* Owner agrees and acknowledges that the City shall retain all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police power.

21. *Drafting.* The parties hereto agree and acknowledge that they have participated equally in the drafting of 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.

22. *No Third-Party Beneficiary.* This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

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

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

25. *City Police Powers.* Nothing herein shall limit the City's authority to grant or deny any development permit application or requirement of the Code subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. Without limiting or waiving any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Owner is in breach of any term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hand and seal on the date first above written.

Signed, sealed and delivered in the presence of:

CITY OF COCOA, FLORIDA

_____
Witness 1

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

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Name: _____

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public

Co□ □i□ion No.: _____

VICTORY JUDGMENT, LLC, a Nevada li□i□ed lia□ili□ co□ □an□

B□: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Mana□in□ Me□ □er

Prin□ na□e: □□□□□□□□□□□□□□□□□□□□□□

Da□e:_____

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STATE OF NEVADA

COUNTY OF _____

T□e □ore□oin□ in□ru□en□ □a□ ac□no□led□ed □e□ore □e □i□ □□□□□ da□ o□ □□□□□□□□□□□□□□□□, 2019 □□ □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□, a□ □ana□in□ □e□ □er o□ Vic□or□ Jud□□en□, LLC, a Nevada li□i□ed lia□ili□ co□ □an□. He i□ □□□ □er□onall□ □no□n □o □e or □□□□roduced □□e □ollo□in□ iden□i□ica□ion □□□□□□□□□□□□□□□□ and did no□a□e an oa□□.

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Co□ □i□ion No.: _____

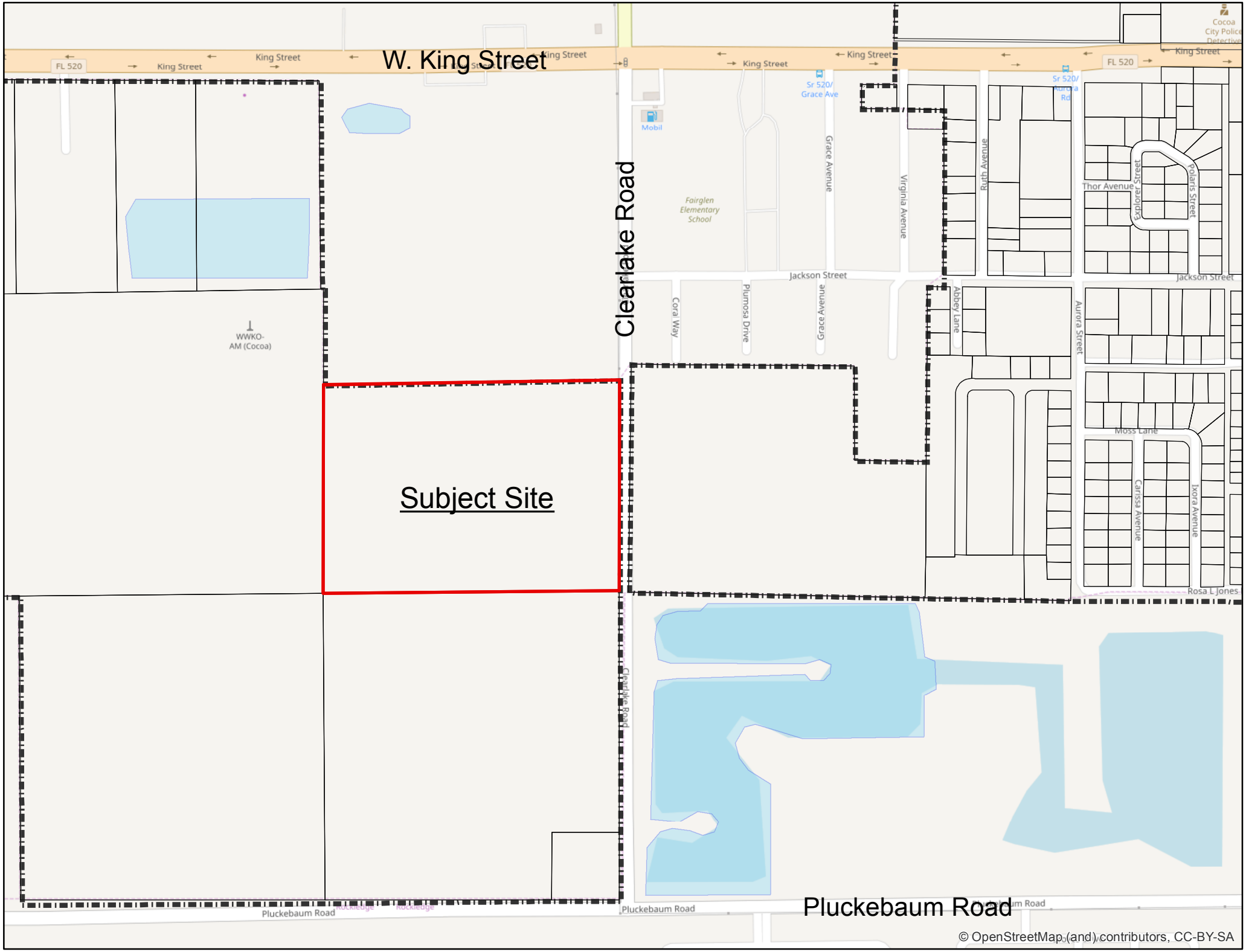
EXHIBIT A
Le□al De□cri□□ion

EXHIBIT B

Conce□□Plan

A PARCEL OF LAND LYING IN THE NORTHEAST ONE□□UARTER OF THE SOUTHEAST□ONE □UARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 41□ FEET THEREOF AND THE RIGHT□OF□WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

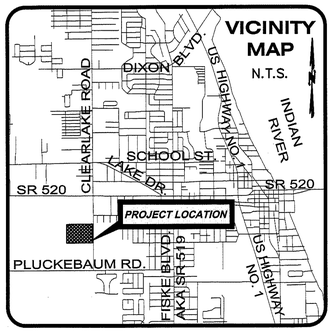
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00□04'□3"E ALONG SAID SECTION LINE A DISTANCE OF 13□6.□0 FEET□THENCE DEPARTING SAID SECTION LINE RUN N89□□□'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT□OF□WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT□ OF□WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL□THENCE RUN S89□31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST □UARTER OF THE SOUTHEAST □UARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 129□.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7□33, PAGE □69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA□THENCE RUN N00□10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7□33, PAGE □69 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA□THENCE RUN N89□09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT□OF□WAY OF CLEARLAKE ROAD□THENCE RUN S00□04'□3"W ALONG SAID WEST RIGHT□OF□WAY OF CLEARLAKE ROAD A DISTANCE OF 941.□8 FEET, TO THE POINT OF BEGINNING. CONTAINING: 27.922 ACRES, MORE OR LESS.



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LAKESIDE PALMS WEST

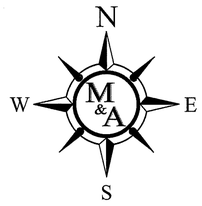
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE NORTHEAST ONE–QUARTER OF THE SOUTHEAST–ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT–OF–WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT–OF–WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT–OF–WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT–OF–WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT–OF–WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 27.922 ACRES, MORE OR LESS.



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

EAST 1/4 CORNER SECTION 31 TOWNSHIP 24 SOUTH RANGE 36 EAST COR DOC. NO. 20447 TRIANGLE CONCRETE MONUMENT WITH 1/2" IR (NO ID)

NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 SOUTH, RANGE 36 EAST

OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24–36–31–00–754
ORB 3077, PG 3839 (UNPLATTED)

SOUTHWEST CORNER OF LANDS DESCRIBED IN ORB 3077, PG 3839

SOUTH LINE OF LANDS DESCRIBED IN ORB 3077, PG 3839 N89°09'23"E 1299.71'

415.00'

N89°55'07"W 40.00'

N00°04'53"E 415.70'

FREDLUND & PACKARD

2713.78

40'

AMALFI DRIVE

TRACT 'E' 0.23 AC.

TRACT 'A' 1.99 AC.

TRACT 'D' 0.23 AC.

TRACT 'C' 6.68 AC.

TRACT "B" 0.14 AC.

EAST LINE OF LANDS DESCRIBED IN ORB 7533, PG 569

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24–36–31–00–265
ORB 7533, PG 569 (UNPLATTED)

933.21'

N00°10'22"W

SOUTHEAST CORNER OF LANDS DESCRIBED IN ORB 7533, PG 569

OWNER: BEVEL MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24–36–31–00–752
ORB 6823, PG 1828 (UNPLATTED)

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

S89°31'26"W 1295.47'

OWNER: ONGOING INVESTMENTS INC
NO ASSIGNED ADDRESS
PARCEL ID: 24–36–31–00–756
ORB 6131, PG 2131 (UNPLATTED)

POINT OF BEGINNING

N89°55'07"W 40.00'

POINT OF COMMENCEMENT

N00°04'53"E 1356.50'

TOWNSHIP 24 SOUTH, RANGE 36 EAST
TOWNSHIP 25 SOUTH, RANGE 36 EAST

SE COR SECTION 31 TOWNSHIP 24 SOUTH RANGE 36 EAST CCR DOC. NO. 20448 NAIL & DISK MARKED: "LB3535"

WEST R/W OF CLEARLAKE ROAD

SR 503-A

EAST LINE OF SECTION 31 TOWNSHIP 24 SOUTH, RANGE 36 EAST

CLEARLAKE ROAD AKA SR 503-A
PUBLIC ROAD R/W WIDTH VARIES

REFERENCE BEARING: THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST N00°04'53"E

941.58'

S00°04'53"W

N00°04'53"E

941.58'

| | | |

LAKESIDE PALMS - WEST

A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

SECTION 31 TWP. 24 S., RANGE 36 E.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

EAST 1/4 CORNER SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
TRIANGLE CONCRETE
MONUMENT WITH 1/2" IR (NO ID)

NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 SOUTH, RANGE 36 EAST

N89°55'07"W 40.00'

N00°04'53"E 415.70'

FREDLUND & PACKARD

OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839 (UNPLATTED)

SOUTHWEST CORNER OF LANDS DESCRIBED IN ORB 3077, PG 3839

SOUTH LINE OF LANDS DESCRIBED IN ORB 3077, PG 3839

N89°09'23"E 1299.71'

N89°09'23"E 1014.09'

N89°09'23"E 285.63'

AMALFI DRIVE 50' PUBLIC R/W

N89°09'23"E 675.59'

TRACT 'E' 0.23 AC.

TRACT 'A' 1.99 AC.

TRACT 'B' 0.14 AC.

TRACT 'C' 6.68 AC.

TRACT 'D' 0.23 AC.

AMALFI DRIVE 50' PUBLIC R/W

CLEARLAKE ROAD AKA SR 503-A
PUBLIC ROAD R/W WIDTH VARIES

EAST LINE OF SECTION 31

WEST R/W OF CLEARLAKE ROAD

REFERENCE BEARING: THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST N00°04'53"E 2713.78

S00°04'53"W 941.58'

N00°04'53"E 941.58'

S89°31'26"W 1295.47'

S89°31'26"W 466.10'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

OWNER: ONGOING INVESTMENTS INC; NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756; ORB 6131, PG 2131 (UNPLATTED)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569 (UNPLATTED)
N00°10'22"W 933.21'

EAST LINE OF LANDS DESCRIBED IN ORB 7533, PG 569

SOUTHEAST CORNER OF LANDS DESCRIBED IN ORB 7533, PG 569

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 8823, PG 1828
(UNPLATTED)

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DETAIL "A" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

DETAIL "B" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

POINT OF BEGINNING

N89°55'07"W 40.00'

N00°04'53"E 1356.50'

POINT OF COMMENCEMENT
SE COR SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
NAIL & DISK MARKED: "LB3535"

TOWNSHIP 24 SOUTH, RANGE 36 EAST
TOWNSHIP 25 SOUTH, RANGE 36 EAST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.49'	32.00'	47°25'42"	N65°45'43"W	25.74'
C2	6.43'	75.00'	4°54'38"	S88°01'15"E	6.43'
C3	36.47'	75.00'	27°51'40"	S71°38'06"E	36.11'
C4	35.33'	75.00'	26°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	26°59'12"	S17°13'28"E	35.00'
C6	4.26'	75.00'	3°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	88°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	21°48'06"	S78°13'08"E	28.37'
C9	40.49'	75.00'	30°55'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	26°59'12"	S22°53'34"E	35.00'
C11	10.70'	75.00'	8°10'29"	S05°18'43"E	10.69'
C12	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	19°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	30°55'55"	S56°26'29"W	40.00'
C15	22.58'	75.00'	17°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	33°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	26°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	29°25'38"	S15°45'15"E	38.10'
C19	1.47'	75.00'	1°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	90°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	47°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	89°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	90°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	10°44'08"	N05°50'38"W	14.03'
C25	34.37'	75.00'	26°15'14"	N24°20'19"W	34.07'
C26	39.82'	75.00'	30°25'08"	N52°40'30"W	39.35'
C27	27.80'	75.00'	21°14'08"	N78°30'08"W	27.64'
C28	38.35'	25.00'	87°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	22°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	68°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	90°55'30"	N45°22'52"W	35.64'
C32	78.54'	50.00'	90°00'00"	S45°28'34"E	70.71'
C33	77.36'	50.00'	88°38'38"	N44°47'53"W	69.87'
C34	76.70'	50.00'	87°53'43"	S45°10'20"E	69.40'
C35	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C36	59.46'	50.00'	68°08'03"	S55°05'21"W	56.02'
C37	79.35'	50.00'	90°55'30"	N45°22'52"W	71.28'
C38	13.98'	200.00'	4°00'20"	N02°28'44"W	13.98'
C39	121.82'	200.00'	34°53'54"	N21°55'51"W	119.94'
C40	86.63'	200.00'	24°49'00"	N51°47'18"W	85.95'

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
- • = POINT OF CURVATURE OR POINT OF TANGENCY
- ° = DEGREES
- ' = MINUTES OR FEET
- " = SECONDS OR INCHES
- Δ = DELTA, ALSO KNOWN AS CENTRAL ANGLE
- AC. = ACRE
- CHD. = CHORD
- CONC. = CONCRETE
- COR. = CORNER
- C## = CURVE NUMBER FOR CURVE TABLE
- L## = LINE NUMBER FOR LINE TABLE
- D.E. = DRAINAGE EASEMENT (PRIVATE)
- E = EAST OR EASTING
- ESMT. = EASEMENT
- FND. = FOUND
- ID = IDENTIFICATION
- H.O.A. = HOMEOWNERS ASSOCIATION
- L = LENGTH
- LB = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- N. = NORTH OR NORTHING
- N.T.S. = NOT TO SCALE
- NR = NON-RADIAL
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S = SOUTH
- W = WEST

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

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

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003268575
Pymt Method Invoice
Net Amt: $147.04

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/28/18

Text of Ad:

AD#3268575, 11/28/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Wednesday, December 12, 2018 in order to consider the following:

ZONING TEXT CHANGE --
ORDINANCE 12-2018
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XIII, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE LANDSCAPE REQUIREMENTS RELATED TO TREE PROTECTION AND PRESERVATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above and ordinances may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	18-636	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	12/4/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Postpone until the regular City Council meeting of January 9, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad Proof - 3 Pre-Subdivisions Location Map - Lakeside Palms West				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2018
Agenda Date: December 12, 2018
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council meeting of January 9, 2019 consideration of the Lakeside Palms West Preliminary Subdivision.

BACKGROUND:

This item is not ready for consideration. Staff requests the City Council postpone this item until the January 9, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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The Planning and Zoning Board recommended approval of the Lakeside Palms West Preliminary Subdivision at its December 5, 2018 Meeting.

RECOMMENDED MOTION:

Postpone until the regular City Council meeting of January 9, 2019 consideration of the Lakeside Palms West Preliminary Subdivision.

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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.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

B. APPROVAL OF A PRELIMINARY SUBDIVISION (The Cottages) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to construct 18 townhomes on three (3) parcels of land (Parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

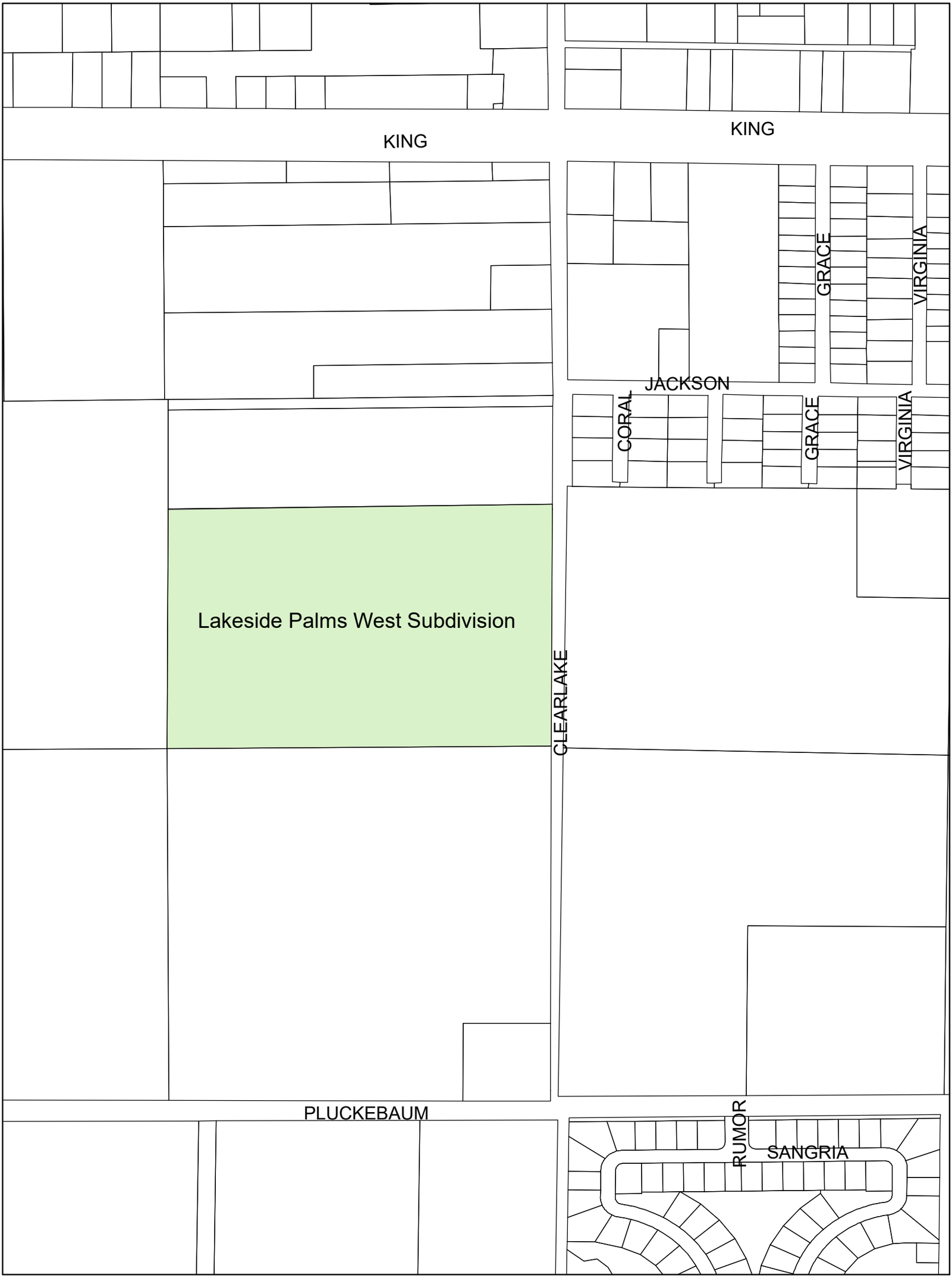
CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and

5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.


KING
KING
GRACE
VIRGINIA
JACKSON
CORAL
GRACE
VIRGINIA
Lakeside Palms West Subdivision
CLEARLAKE
PLUCKEBAUM
RUMOR
SANGRIA

Legislation Details (With Text)

File #:	18-639	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	12/6/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Postpone until the regular City Council Meeting of January 9, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad Proof - 3 Pre-Subdivisions				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2018
Agenda Date: December 12, 2018
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council Meeting of January 9, 2019 consideration of the London Cove preliminary subdivision.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone consideration of the London Cove preliminary subdivision until the January 9, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions

at the December 5, 2018 meeting.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of January 9, 2019 consideration of the London Cove preliminary subdivision.

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

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PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
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Legislation Details (With Text)

File #:	18-597	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/14/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve the requested 2019 street closures in association with the proposed Special Events. (Leisure Services Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2_2019_RC_Council_Agenda				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2018
Agenda Date: December 12, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Approve the requested 2019 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. 01-2016.

Events:

Run for Responders 5K, Saturday, January 5, 2019 (5:00 pm - 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day

Martin Luther King Jr. Peace March and Service, January 21, 2019 12:00pm-3:00pm.
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

Cocoa Village Mardi Gras, February 16, 2019 (3:00 pm -12:00 am)

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

HCVA Spring Craft Fair, Saturday, March 2-3 2019 (2:00 am Saturday March 2nd - 6:00 pm Sunday. March 3rd)

Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.

Total Closure - Two Days

HCVA Car Show and Crosswinds Duck Race, Saturday, March 30, 2019 (10:00 am - 5:00 pm)

Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot

Total Closure - One Day

Village Idiot 5K Village Lost Their Idiot, Friday, April 12, 2019 (5:00 pm - 10:00 pm)

Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.

Total Closure - One Day

March of Dimes March for Babies, Saturday, May 4, 2019, 4:00pm-8:00pm

Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Riverside Dr: at Derby Street

The City of Rockledge will also be participating in this event and will monitor the intersections south beyond Oak Street. The walk will move south along Riverside Dr. /Rockledge Dr and turn around at Barton Ave. and head north back to Riverfront Park.

Total Closure - One Day

HCVA Summer Craft Fair, Saturday, May 11-12, 2019 (2:00 am May 11 - 5:00 pm May 12)

Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.

Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520
Total Closure - Two Days

Inaugural Cocoa Triathlon, Sunday, May 19, 2019 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:

Harrison St. between Delannoy Ave and Riveredge Blvd.

Riveredge Blvd. between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.

Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park and move down towards Lee Wenner Park. The participants will then proceed under the 520 bridge and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day

Juneteenth Celebration, Saturday, June 22, 2019 (9:00am-6:00pm)
Stone Street between Mango St. and Blake Ave.
Blake Ave between Stone St. and Barbara Jenkins
Barbra Jenkins St. between Mango Ave and Blake Ave.
Valencia St between Sone St. and Barbara Jenkins St.
Total Closure - One Day Event is not located in the CBD

City of Cocoa July 4th Celebration, Thursady, July 4, 2019 (11:00am-11:00pm)
Street Harrison between Delannoy and Riveredge Blvd
Total Closure - One Day

HCVA Car Show Saturday, September 21, 2019 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riversedge and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Walk to End Alzheimer's, September 21, 2019 (6:00 am - 2:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive
Riverside Drive: Between Church St. and Derby St.
Delannoy Avenue: Between Derby St. Harrison St.
Harrison Street: Between Delannoy and Brevard Ave.

Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day

HCVA Fall Craft Fair, October 19-20, 2018 (2:00 am October 19 - 5:00 pm October 20)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure - Two Days

City of Cocoa Fall Festival in the Village, Saturday, October 26, 2019 (1:00 pm - 8:00 pm)

Harrison St:	between Riveredge Blvd. and Brevard Ave.
Delannoy St:	between Church St. and SR 520
Church St:	between Brevard Ave. and Delannoy Ave.
Brevard Ave:	between SR 520 and Church St.

Total Closure - One Day

Intracoastal Waterway Century Ride- Sunday, October 27, 2019 - Space Coast Free Wheelers

The corner of Delannoy Ave. and Harrison St. from 7:30 am-8:15 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

FEDS of Brevard STEP Up for Down Syndrome, Saturday, November 2, 2019 (8:00 am - 12:00 am)

Church St:	between Delannoy Ave. and Riverside Dr.
Riverside Dr:	between Church St. and Oak St.

Rockledge will also be supporting this event.

Total Closure - One Day

Christ Central Church Annual Fall Festival, Saturday, November 2, 2019 (1:00 pm - 8:00 pm)

Coquina Drive:	between Michigan Ave. and the easterly end of church property

Total Closure - Zero Days (Event is not in the CBD)

Running Zone Foundation and Space Coast Runners 48th Annual Space Coast Marathon and Half Marathon, Sunday, December 1, 2019, (2:00am-1:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day

HCVA Holiday Craft Fair, December 7-8, 2019(2:00 am December 7-5:00 pm December 8)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure days- Two Days

Cocoa Rockledge Holiday Parade and Tree Lighting, December, 14, 2019 (12:00 pm - 6:00 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

The total number of street closure days if approved is 22.

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 2018 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval of all 2019 Road Closures listed in this request. An attachment of the requested closures has been included.

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Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/□/2019	Run □or Re□□onder□ □K	□00	Cocoa Villa□e	Race Rou□e Clo□ure □:00□□ □ 10:00□□ Harri□on □e□□een Rivered□e and Delanno□ □:00□□ □ 11:□9□□	C□urc□ S□: □e□□een River□ide Dr. and ea□□er□ inu□ o□C□urc□ S□ River□ide Dr: □e□□een C□urc□ S□ and Oa□S□ Oa□S□: □e□□een River□ide Dr. and Brevard Ave. Brevard Ave: □e□□een Oa□S□ and Harri□on S□ Harri□on S□: □e□□een Brevard Ave. and Rivered□e Blvd		1.00
1/21/2019	Parade: Mar□in Lu□□er Kin□ Jr. Wal□and Cele□ra□ion	□00	River□ron□Par□	12□□ □3□□	Provo□□Par□on Varr Ave. □o SR □20 □oin□ea□□o Rivered□e Blvd. in□o River□ron□Par□	Ci□□ Mana□er A□□roval Per Sec. 2□ 403 Ar□icle XI S□ecial Even□□ and Parade□	0.□0
2/16/2019	Cocoa Villa□e Mardi Gra□	8000	Cocoa Villa□e	3□□ □12a□	Delanno□Ave: □e□□een Der□□S□ and SR □20 Brevard Ave: □e□□een C□urc□ S□ and SR □20 Harri□on S□ree□: □e□□een Rivered□e Blvd. and Brevard Ave. Oleander S□ree□: □e□□een Brevard Ave. and Munici□al Par□in□ Lo□		1.00
03/2□3/2019	HCVA S□rin□ Cra□□Fair	10000□12000	Cocoa Villa□e	2a□ □6□□	Brevard Ave: □e□□een SR □20 and Fac□or□S□ Oleander S□: □e□□een Brevard Ave. and Munici□al Par□in□ Lo□ Harri□on S□: □e□□een Rivered□e Blvd. and Brevard Ave. C□urc□ S□: □e□□een Brevard Ave. and Delanno□Ave. Delanno□Ave: □e□□een C□urc□ S□ and Harri□on S□		2.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
3/30/2019	HCVA □Car S□o□ and Duc□Race	1□00	Cocoa Villa□e and Lee Wenner Par□		Brevard Ave: □e□□een SR □20 and Fac□or□S□ Oran□e Ave: □e□□een Brevard Pl. and Brevard Ave. Harri□on S□: □e□□een Brevard ave and River□ed□e. Oleander S□: □e□□een Brevard Ave. and Munici□al Par□in□Lo□		1.00
4/12/2019	Villa□e Idio□□K Villa□e Lo□□T□eir Idio□	□00	Cocoa Villa□e	Race Rou□e Clo□ure □:00□□ □ 10:00□□ Harri□on □e□□een Rivered□e and Delanno□ □:00□□ □ 11:□9□□	C□urc□ S□: □e□□een River□ide Dr. and ea□□er□ inu□ o□C□urc□ S□ River□ide Dr: □e□□een C□urc□ S□ and Oa□S□ Oa□S□: □e□□een River□ide Dr. and Brevard Ave. Brevard Ave: □e□□een Oa□S□ and Harri□on S□ Harri□on S□: □e□□een Brevard Ave. and Rivered□e Blvd		1.00
□/4/2019	Marc□o□Di□e□Marc□ □or Ba□ie□	□00	Cocoa Villa□e RFP	4:00□□ □ 8:00□□	C□urc□ S□: □e□□een River□ide Dr. and ea□□er□ inu□o□ C□urc□ S□ River□ide Dr: □e□□een C□urc□ S□ and Oa□S□ River□ide Dr:a□Der□□S□ree□ T□e Ci□□o□Roc□led□e □ill al□o □e □ar□ici□a□in□ in □□i□ even□and □ill □oni□or □□e in□er□ec□ion□ □ou□□ □e□ond Oa□S□ree□ T□e □al□ □ill □ove □ou□□alon□ River□ide Dr. /Roc□led□e Dr and □urn around a□Bar□on Ave. and □ead nor□□ □ac□ □o River□ron□Par□		1.00

0□/11□12/2019	HCVA Su□ □er Cra□Fair	10000□12000	Cocoa Villa□e	2a□ □□□	Brevard Ave: □e□□een SR □20 and Fac□or□S□ Oleander S□: □e□□een Brevard Ave. and Munici□al Par□in□Lo□ Harri□on S□: □e□□een Rivered□e Blvd. and Brevard Ave. C□urc□ S□: □e□□een Brevard Ave. and Delanno□Ave. Delanno□Ave: □e□□een C□urc□ S□ and SR □20		2.00
0□/18□19/2019	Cocoa Tria□□lon	1□00	Cocoa/Cocoa Villa□e/RFP/LWP/ Roc□led□e	2a□ □12□□	**Swim segment** □ill co□ □ence in Lee Wenner Par□ □i□□a S□rin□ Di□ance o□.2□□ ile□, in□o □□e Indian River. T□e □urnaround □oin□□ill □e de□i□na□ed a□□□e □loa□in□ □ou□. T□e Tran□i□ion Area □or eac□ □e□□ en□□ill □e loca□ed in River□ron□Par□/Harri□on Field. **The Bicycling Segment**, S□rin□Di□ance e□ual □o one la□ and □□e In□erna□ional Di□ance i□ e□ual □o □□o la□□, □ill □e□in in River□ron□Par□ and □ove do□n □o□ard□ Lee Wenner Par□. T□e □ar□ici□an□□ □ill □□en □roceed under □□e □20 □rid□e and con□inue Nor□□ on Indian River Drive □i□□ □□e □urnaround a□Indian Trail and □ac□ □o □□e □ran□i□ion area in River□ron□Par□. **The Run Segment,** S□rin□Di□ance e□ual □o one la□ and □□e In□erna□ional Di□ance e□ual □o □□o la□□, □ill □ran□i□ion in River□ron□Par□ □□en □roceed □ou□□ □o□ard□ □□e □urnaround □oin□a□Bar□on Avenue and co□ □ence nor□□ □ac□ □o □□e □ini□□ in River□ron□Par□.		1.00
6/22/2019	June□een□□	□00□700	No□in □□e CBD o□ Cocoa	09:00a□ □ 06:00□□	S□one S□ree□□e□□een Man□o S□ and Bla□e Ave. Blave Ave □e□□een S□one S□ and Bar□ara Jen□in□. Bar□ra Jen□in□S□ □e□□een Man□o Ave and Bla□e Ave. Valencia S□□e□□een Sone S□ and Bar□ara Jen□in□S□ **Not in the CBD**		0.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
7/4/2019	Jul□4□□ Cele□ra□ion	12,000	River□ron□Par□	11a□ □11□□	Harri□on □ro□ Rivered□e □o Delanno□	Ci□□ Mana□er A□□roval Per Sec. 2□ 403 Ar□icle XI S□ecial Even□□ and Parade□	1.00
9/21/2019	HCVA Car S□o□	□00	Cocoa Villa□e	10a□ □□□□	Brevard Ave: □e□□een SR □20 and Fac□or□S□ Oran□e Ave: □e□□een Brevard Pl. and Brevard Ave. Harri□on S□: □e□□een Delanno□Ave. and Brevard Ave. Oleander S□: □e□□een Brevard Ave. and Munici□al Par□in□Lo□		1.00

9/21/2019	2018 Space Coast Walk to End Alzheimer's	800	Cocoa Villa□e	6a□ □11a□	River□ron□Par□ □o C□urc□ S□ree□con□inuin□ □o River□ide Drive River□ide Drive: Be□□een C□urc□ S□ and Der□□ S□ Delanno□Avenue: Be□□een Der□□ S□. Harri□on S□ Harri□on S□ree□: Be□□een Delanno□and Brevard Ave. Brevard Avenue: Be□□een Harri□on S□ and Ro□a L. Jone□Blvd Ro□a L. Jone□Blvd To Jo□n Garren Ln Jo□n Garren Lane Be□□een Ro□a L. Jone□and Oran□e S□ree□ Oran□e S□ree□: Be□□een Jo□n Garren Ln and Florida Ave. Florida Avenue: Be□□een Oran□e S□ree□and S□one S□ S□one S□ree□: Be□□een Florida Ave and Brevard C□ Brevard Cour□: Be□□een Florida Ave and Oran□e S□ Oran□e S□ree□: Be□□een Brevard C□and Brevard Ave. C□urc□ S□ree□: Be□□een Brevard Ave and Delanno□ S□ Delanno□Avenue: Be□□een C□urc□ S□ree□and Harri□on S□ Harri□on S□ree□: Be□□een Delanno□and River□ed□e leadin□ □ac□in□o river□ron□Par□alon□ □□e river.		1.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
10/19□20/2019	HCVA Fall Cra□□Fair	10000□12000	Cocoa Villa□e	2a□ □□□□	Brevard Ave: □e□□een SR □20 and Fac□or□S□ Oleander S□: □e□□een Brevard Ave. and □□e Munici□al Par□in□Lo□ Delanno□Ave: □e□□een C□urc□ S□ and SR □20 Harri□on S□: Rivered□e Dr. and Brevard Ave.		2.00

10/26/2019	Ci□o□Cocoa'□Fall Fe□ival in □e Villa□e	6,000	Cocoa Villa□e and River□ron□Par□	1□□ □8□□	Harri□on S□ □e□□een Rivered□e Blvd. and Brevard Ave. Delanno□S□ □e□□een C□urc□S□ and SR □20 C□urc□S□ □e□□een Brevard Ave. and Delanno□Ave. Brevard Ave: □e□□een SR □20 and C□urc□S□		1.00
10/27/2019	S□ace Coa□□Free W□eeler□ICWC Bi□e Race	□00	Civic Cen□er □ Villa□e	7:00□8:30a□	Delanno□□ Harri□on		0.□0
11/2/2019	Christ Central Church Fall Festival”	8□0	Cocoa, FL Mic□i□an and Co□uina	1□□ □8□□	Co□uina Drive: □e□□een Mic□i□an Ave. and □□e ea□erl□end o□c□urc□ □ro□er□□		No□in CBD
11/2/2019	FEDS S□e□u□ □or Do□n S□ndro□e	800	River□ron□Par□	8a□ □12□□	C□urc□S□ □e□□een Delanno□Ave. and River□ide Dr. River□ide Dr: □e□□een C□urc□S□ and Oa□S□ Roc□led□e □ill al□o □e □u□□or□in□ □□i□even□		1.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
11/30/2019□ 12/01/2019	S□ace Coa□□Founda□ion Mara□□on and Hal□ Mara□□on	□/18/1927	COCOA RFP and LWP	2a□ □1□□ on12/01/2019	**Space Coast Marathon Course 26.2 Miles** T□e Race □e□in□on Brevard Avenue □eadin□ □ou□□. Turn ri□□□on Oran□e S□. Turn ri□□□on Florida Ave. Turn ri□□□on RT. □20 (ea□□□ound) Turn le□□on Brevard Ave □eadin□ nor□□ and cro□□over R□.□20 (□e□□ □ound). Con□inue nor□□□ound on Indian River Drive □i□□a □urn□around □u□□□ou□□o□Indian Trail. Head □ou□□on Indian River Drive. Turn ri□□□on Peac□□ree S□. Turn le□□on Florida Ave. Turn le□□on Ro□a L. Jone□ Blvd. Headin□ ri□□□on□o Oa□ S□. Turn ri□□□on□o Roc□led□e Drive □o □□e □urnaround □u□□□ou□□o□ S□one□rid□e Drive. Turn around □eadin□ nor□□on Roc□led□e Drive. Turn ri□□□on C□urc□ S□. u□ili□in□ □□e Porcher House Loop Alleyway behind St. Mark's E□i□co□al C□urc□ and Acade□ □. Turn ri□□□on□o Delanno□Ave. Ri□□□on□o Harri□on S□ Re□ainin□ in □□e □e□□□ound lane o□Harri□on S□ in□o Lee Wenner Par□ □o □□e Fini□□ Line. S□ace Coa□□Hal□□Mara□□on Cour□e 13.1 Mile□ (□□o cour□e□)**North Course** Headin□ Sou□□on Brevard Ave. Turn Ri□□□on□o Oran□e S□ Turn ri□□□ on□o Florida Ave. Turn Ri□□□on□o RT □20 (ea□□□ound). Turn Le□□on Brevard Ave Cro□□in□ RT □20 (□e□□□ound). Cour□e run□alon□ River□ide Drive un□il □u□□□ou□□o□Indian Trail. T□e cour□e □en □urn□around □eadin□ □ou□□un□il RT □20 (□e□□□ ound) and □urn□le□□o □□e ne□ connec□or cro□□in□ under R□ □20 in□o Lee Wenner Par□ □o □□e Fini□□ Line. **South Course** Headin□ Sou□□on Brevard Ave. Turnin□le□□on C□urc□ S□ree□. Turn ri□□□on Roc□led□e Drive con□inuin□ on Roc□led□e Drive □o 200 □e□er□ □ou□□o□S□one□rid□e Dr. (□u□□nor□□o□Oa□led□e Drive. Turn around □eadin□ nor□□ □ac□□o C□urc□ S□ Turnon□ ri□□□on□o C□urc□ S□ree□u□in□ □□e Porc□er Hou□e Loo□ Alleyway behind St. Mark's Episcopal Church and Academy. Turn ri□□□on□o Delanno□Ave. Turn ri□□□on□o Harri□on S□ S□a□in□in □□e □e□□□ound lane o□Harri□on S□ree□in□o Lee Wenner Par□ □o □□e Fini□□ Line.		1.00
12/7□8/2019	HCVA Holida□ Cra□□Fair	12,000	Cocoa Villa□e	2a□ □□□□	Brevard Ave: Be□□een Kin□ S□(SR□20) and Fac□or□ Oleander S□ Be□□een Brevard Ave. and □□e Munici□al Par□in□ Lo□ Delanno□Ave: Be□□een C□urc□ S□. and Kin□ S□ (SR□20) Harri□on S□ Be□□een Rivered□e and Brevard Ave.		2.00

12/14/2019	Cocoa/Roc□led□e Holida□Parade and Tree Li□□in□□□	□00	Roc□led□e/Cocoa Villa□e	4□□ □8□□	Brevard Ave: □e□innin□a□□□e □ou□□erl□ci□□li□i□□o Mar□land Ave. Mar□land Ave: □e□□een Brevard Ave. and Delanno□ Ave. Delanno□Ave: □e□□een Mar□land Ave. and SR □20 Harri□on S□ □e□□een Delanno□Ave. and Rivered□e Blvd.		1.00
	****City sponsored function**					**Total**	**22.00**

Legislation Details (With Text)

File #:	18-615	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/27/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	City Council Liaison Appointments, Appointment of the Space Coast League of Cities Voting Delegate and Alternate, and Florida League of Ciites Voting Delegate and Alternate for 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-12-17 Journal Page 3.pdf 12-12-18 Journal Page 4.pdf Voting Delegate Email and Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2018
Agenda Date: December 12, 2018
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 Voting Delegate and Alternate, and Florida League of Cities Voting Delegate and Alternate for 2019.

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 boards or committee activities.

Liaison Appointments for 2018 were made at the December 12, 2017 Regular City Council meeting and were as follows:

Affordable Housing Committee (meets on an as needed basis at 4 pm)	Warner
Board of Adjustment (meets 3rd Wednesday of every mth at 6 pm)	Warner
Brownfields Advisory Board	Parrish

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(meets quarterly on the 3rd Wednesday at noon)

Code Enforcement Board (meets 3rd Thursday of every mth at 6 pm)	Boisvert
Diamond Square RDA (meets 4th Monday of every mth at 7 pm)	Whipple
Housing Authority (meets 2nd Tuesday of every mth at 5:30 pm)	Parrish
Planning & Zoning Board (meets 1st Wednesday of every mth at 6 pm)	Blanco
Space Coast League of Cities (meets 2nd Monday of every mth at 5:45 pm	Whipple-Primary Warner-Alternate
Space Coast TPO (meets 2nd Thursday of every mth at 3:00 pm in Viera)	Blanco-Primary Warner-Alternate
Sustainability Advisory Committee (meets 1st or 2nd Thursday of the mth at 6:00 pm unless otherwise noted)	Warner
US 1 Corridor RDA (meets quarterly or as needed on the 4th Monday at 6:15 pm)	Boisvert
Utilities Advisory Board (meets quarterly or as needed at 6 pm-new day to be Determined)	Boisvert

The City Clerk polled City Council members this year, prior to this meeting, in order to get feedback on what the wishes were of Council. Individual liaison requests are below:

Mayor Williams:	Housing Authority Planning & Zoning Board Space CoastTPO- Primary Member Space Coast League of Cities- Primary Florida League of Cities- Primary
Deputy Mayor Warner:	Board of Adjustment Brownfields Advisory Board Space Coast TPO- Alternate Space Coast League of Cities- Alternate Florida League of Cities-Alternate
Councilman Boisvert:	Code Enforcement Board U.S. 1 RDA
Councilman Goins:	Diamond Square RDA

Councilwoman Koss:	Sustainability Advisory Committee
	Utilities Advisory Board
	Affordable Housing Committee
	Space Coast TPO
	Space Coast League of Cities

Additionally, each year the Council appoints a voting delegate for the Space Coast League of Cities, and Florida League of Cities requires a voting delegate at their annual conference. Appointing these tonight will put them in place for 2019.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments have been made annually and are adjusted as necessary during the year.

At the Regular City Council meeting held on December 12, 2017, liaison appointments were made for the 2018 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate, and Florida League of Cities Voting Delegate and Alternate for 2019.

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- **Approved. Contract to be executed and forwarded as necessary.**

VI. PUBLIC HEARINGS:

1. Ordinance No. 12-2017/ 1st Reading: Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City. (17-493). (City Manager)

   - **Ordinance No. 12-2017 approved on first reading.**

VII. COUNCIL BUSINESS:

1. City Council Direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (17-506). (City Manager)

   - **Approved renewal of contract.**

2. Consider the Reappointment of Mr. Troy Stephan as a member of the Planning and Zoning Board through November 30, 2020. (17-513). (Administrative Services Director)

   - **Disapproved.**

3. Consider the Reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020. (17-514). (Administrative Services Director)

   - **Approved. Correspondence to be handled through the City Clerk's office.**

4. Approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc.: Special Event Concert "Party in the Park". (17-519). (Community Services Director)

   - **Approved. Agreement to be executed and forwarded as necessary.**

5. City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (17-520). (Administrative Services Director)

   - **<u>Appointments for 2018 are as follows:</u>**

Affordable Housing Committee:	**Councilwoman Warner**
Board of Adjustment:	**Councilwoman Warner**
Code Enforcement Board:	**Councilman Boisvert**
Diamond Square RDA:	**Councilman Whipple**
Brownfields Advisory Board:	**Mayor Parrish**
Housing Authority:	**Mayor Parrish**
Planning & Zoning Board:	**Deputy Mayor Blanco**
US 1 Corridor RDA:	**Councilman Boisvert**
Utilities Advisory Board:	**Councilman Boisvert**
Space Coast TPO:	**Deputy Mayor Blanco (primary)** **Councilwoman Warner (alternate)**
Space Coast League of Cities:	**Councilman Whipple (primary)** **Councilwoman Warner (alternate)**

6. Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, Broadmoor Acres Community Restoration and Preservation Inc. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave, 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr. and 300 N Varr Ave., to $0 providing the Owner agrees to and complies with the conditions set forth. (17-521). (Chief of Police)

   - **Approved. Agreement to be executed and distributed as necessary.**

7. Approve a Resolution to establish a Sustainability Advisory Board. (17-532). (Community Services Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

VIII. CITY BUSINESS:

1. Approve Resolution vacating the rights of way "Lunner Drive", "Arko Court" and "Plaza Court", together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat. (17-467). (Community Services Director)

   - **Approved. Resolution to be executed and sent to the Brevard County Clerk of Courts for recording. Re-Plat to be signed and recorded.**

Carie Shealy

From: execsec@scloc.org
Sent: Tuesday, November 20, 2018 3:00 PM
To: Mia Goforth; Daniel LeFever; Carie Shealy; Monica Arsenault; Mary Turner; Loredana Kalaghchy; Rebekah Raddon; Joan Clark; Victoria Twitty; Sue Frank; Debby Franklin; Sally Goltzman; Elizabeth Mascaro; Michele Rutledge; Judy Denis; Rosemarie Saavedra; Pat Burke; Tracy Priebel; Lisa Nicholas; Leonor Olexa; Virginia Blaylock; Cynthia Hanscom
Subject: SCLOC 2019 Appointment of League Voting Delegate/Director
Attachments: Appointment of League Voting Delegate Director Form.docx

Importance: High

To: ***SCLOC Municipal's Contacts***

Attached is the Space Coast League of Cities "***2019 Appointment of League Voting Delegate/Director***" form for you to complete.

Please return your completed form to me by ***Friday December 21, 2018***. The Installation of the 2019 Officers and Directors will be January 14, 2019.

Thank you and have a great Thanksgiving!
Sheila

Space Coast League of Cities
Executive Secretary
Sheila Donahue
Email: execsec@scloc.org
Phone: (321) 421-7171

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"

2019 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 League Secretary.

- Because the number of votes allocated to member municipalities for membership meetings is based upon 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 Secretary 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 #:	18-638	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	12/5/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Consideration of a Code Lien Satisfaction Agreementt with Gladys Thomas. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Satisfaction Agreement - Gladys Thomas 12.7.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2018
Agenda Date: December 12, 2018
Prepared By: Anthony A. Garganese, City Attorney
Through: John Titkanich, City Manager and Michael Cantaloupe, Chief of Police
Requested Action:
(1) Motion to remove from the table Council Agenda File numbers 18-539; 18-542; and 18-562 which were first presented at the November 28, 2018 Council meeting regarding three code enforcement lien reduction applications filed by Gladys Thomas;

(2) If this matter is removed from the table, approve the Code Lien Satisfaction Agreement with Gladys Thomas

BACKGROUND:

At the City Council meeting on November 28, 2018, the City Council considered three separate agenda items regarding a request by the Attorney-in-fact of Gladys Thomas to reduce several Code Enforcement liens which were incurred for previous code violations at 1040 Azalea Lane, 1318 N. Fiske Blvd., 1409 N. Fisk Blvd, and 1333 Audubon Drive. Ms. Thomas is represented by Attorney Victor Watson and her attorney in fact (son), Harold Joseph Thomas, under Power of Attorney dated December 5, 2012. The three agenda items were tabled by the City Council when discussions with the applicant and code enforcement staff at the Council meeting revealed that Gladys Thomas may no longer own the property located at 1040 Azalea Lane and that City code enforcement staff has recently cited the new owner of 1040 Azalea Lane with new code violations. The City Council request that the City Attorney review the matter with City staff and recommend a course of action at the January 9, 2019 regular City Council meeting. Notwithstanding, this Agenda Item is being presented early at the request of the applicant because the matter was resolved sooner than expected and in time to make the agenda for this meeting.

Procedural Consideration: **Because this matter was expressly directed to be tabled and presented at the January 9, 2019 meeting, the City Attorney is requesting that the City Council first consider removing the previous City Council agenda items from the table so this matter can be heard at this meeting. If this matter is not removed from the table at this meeting, this Agenda Item will be presented to the City Council at the January 9, 2019 meeting as previously directed.**

Since the last City Council meeting, the City Attorney has reviewed this matter in more detail and has had communications with City staff and the applicant's attorney, Victor Watson. As suspected at the last Council meeting, The City Attorney has confirmed that that Gladys Thomas no longer owns 1040 Azalea Lane. Indeed, the property was actually sold at a Tax Deed Sale on or about July 26, 2018 to Sieulana Mohan ("Mohan"). However, Mohan apparently failed to pay the statutory fees for the purchase of the property resulting from Thomas' failure to pay property taxes. In August of 2018, the City of Cocoa and the Cocoa Code Enforcement Board were a named defendant in a lawsuit brought against Mohan by the Brevard County Clerk of the Court to invalidate the Tax Deed sale because the City and Code Board, along with other named defendants, had apparent recorded interest against the subject property. Since then, however, Mohan has paid the statutory fees, the lawsuit was dismissed, and Mohan is now the record owner of 1040 Azalea Lane.

However, during the lawsuit the City Attorney's office discovered that there were surplus funds being held by the Clerk of the Court which were obtained from the tax deed sale. As a result, the City Attorney's office successfully petitioned to have the surplus funds, in the amount of $26,029.34, disbursed to the City of Cocoa due to two City water liens, two code enforcement liens, and two code enforcement abatement fixed liens recorded against and encumbering 1040 Azalea Lane because said liens had priority over other interests previously recorded against the property. The City Attorney's office just recently received payment of the surplus funds on behalf of the City on November 30, 2018, which ironically was two days after the last City Council meeting. These same two code enforcement liens and abatement fixed liens were the subject of the agenda item previously presented to the City Council at the November 28, 2018 meeting.

From the financial perspective of paying the City the amount duly owed under the aforementioned liens, the surplus funds were sufficient to pay the full amount of the two water liens ($416.24 - Book/Page 7283/1234 and $606.60 - Book/Page 7359/317) and the two recorded abatement fixed liens ($10,561.38- Book/Page 7652/1982 and $170.00 - Book/Page - 8242/218), but not sufficient to pay the two code enforcement liens of $259,700 - Book/Page 5903/937 and $470,600 - Book/Page 5994/1971.

Based on the payment of the surplus funds to the City related to 1040 Azalea Lane, it is now necessary to modify the recommendation regarding Gladys Thomas's request for a reduction of code enforcement liens to take into account the surplus funds previously received by the City. The recommendation is embodied in the form of a Code Lien Satisfaction Agreement which is recommended for approval.

In addition, in preparing the Agreement, the City Attorney contacted the City Clerk's office and the Utility Billing Supervisor and requested that they respectively perform a City lien search and water account check for any past due amounts. A miscellaneous past due water bill in the amount of $127.43 was discovered for the property at 1318 N. Fiske. Further, interest was calculated and incorporated into the proposed Agreement for the fixed code abatement liens which expressly require that the principal amount of such liens bear interest.

In sum, subject to the conditions stated in the Agreement, the Agreement requires Gladys Thomas to pay the City **$17,427.04** within sixty (60) days of Council's approval of the Agreement. Upon payment, a satisfaction of code lien will be prepared and recorded by the City fully releasing all existing City code enforcement and water liens against the Cocoa properties located at 1333 Audubon, 1409 N. Fiske and 1318 N. Fiske and the property located in Rockledge at 36 Madison Circle. However, the two code enforcement liens of $259,700 - Book/Page 5903/937 and $470,600 - Book/Page 5994/1971 will remain against the property located at 1040 Azalea Lane. The Agreement further provides that in consideration of a partial payment of $4,200.00 Gladys Thomas will no longer have any liability regarding the two liens remaining on 1040 Azalea Lane.

The settlement amounts set forth in the Agreement generally reflect the Code Enforcement Board's recommendation and City Council discussion at the November 28, 2018 meeting. If necessary, additional background information regarding this matter can be found by reviewing the previous November 28, 2018 Council agenda items stored on file as file numbers 18-539; 18-542 and 18-562

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

The City Attorney's Office has recently recovered $26,029.34 regarding the subject code enforcement and water liens being considered in this matter. If the City Council approves the Code Lien Satisfaction Agreement, the City will collect an additional $17,427.04.

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on October 18, 2018, recommended that the non-fixed code enforcement abatement liens be reduced and that the fixed liens be paid in full. At the City Council meeting on November 28, 2018, the City Council tabled three separate agenda items related to the subject liens pending further review by the City Attorney

.

RECOMMENDED MOTION:

Two separate motions will be required by Council to consider this matter:

(1) Motion to remove from the table Council Agenda File numbers 18-539; 18-542; and 18-562 presented at the November 28, 2018 Council meeting; and

(2) If this matter is removed from the table, the City Attorney and City Staff recommend that the City Council approve the Code Lien Satisfaction Agreement with Gladys Thomas.

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PREPARED BY AND RETURN TO:
Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta &
Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
407-425-9566

CODE LIEN SATISFACTION AGREEMENT

This Code Lien Satisfaction Agreement ("Agreement") is entered into by and between **GLADYS THOMAS** ("Thomas") and **THE CITY OF COCOA, FLORIDA**, a municipal corporation ("City") effective the _____ day of December, 2018.

R E C I T A L S

WHEREAS, Thomas owns properties within the City Limits of the City which are individually described as the "1040 Azalea Lane Property"; the "1333 Audubon Property"; the " 1409 N. Fiske Property" and the "1318 N. Fiske Property, and collectively referred herein as the "Cocoa Properties"); and

WHEREAS, over a number of years, some of the Cocoa Properties have become subject to code enforcement liens in favor of the City (the "Code Enforcement Liens"); and

WHEREAS, the Code Enforcement Liens also encumber other property owned by Thomas, including a property located in the City of Rockledge at 36 Madison Circle, which is currently on the market to be sold (the "Rockledge Property"); and

WHEREAS, Thomas has cured the code violations on the Cocoa Properties and has requested the liens be reduced; and

WHEREAS, the parties have acknowledged, and Thomas agrees, that fixed costs associated with the City's abatement actions can not be reduced, but the parties have agreed on the amounts owed for those fixed costs, which are part of the Code Enforcement Liens; and

WHEREAS, the parties further acknowledge and agree that Thomas also incurred past due water service charges and water liens on several of the Cocoa Properties and the parties desire to satisfy the past due water charges and liens in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Code Enforcement Board heard the request of Thomas for reductions in the amounts owed for the Code Enforcement Liens and recommended that the City Council adopt certain reductions in the amounts owed for the Code Enforcement Liens that are not fixed costs

liens associated with the City's abatement actions on the Cocoa Properties; and

WHEREAS, one of the properties, the 1040 Azalea Lane Property, has been sold at tax deed sale, and funds have recently been paid to the City from the proceeds of the Tax Deed Sale, but said payment was not sufficient to pay in full the Code Enforcement Liens caused by violations at the 1040 Azalea Lane Property; and

WHEREAS, the City has instituted a new code enforcement action and a new abatement action against the 1040 Azalea Lane Property and the new owner thereof, and desires to maintain the Code Enforcement Liens against the 1040 Azalea Lane Property; and

WHEREAS, the parties recognize the need to clear title to the other properties currently owned by Thomas both within and outside of the City from any existing Code Enforcement Liens; and

WHEREAS, Thomas has requested a procedure whereby Thomas and the closing agents will know the payoff amounts for the Code Enforcement Liens and other requirements of the City so that the Code Enforcement Liens encumbering real property currently owned by Thomas will be satisfied and the Rockledge Property may be sold and conveyed free and clear of any of the Code Enforcement Liens; and

NOW, THEREFORE, in consideration of the mutual promises and other consideration stated herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Reduction and Release of Code Enforcement Liens.** The City hereby agrees to the satisfaction and release of any and all current Code Enforcement Liens recorded in Brevard County Official Records against properties owned by Gladys Thomas, upon the completion of the following:

A. No later than sixty (60) days after the City Council's approval of the lien reduction, Thomas shall pay the City the amount set forth below representing the reduced amount of the Code Enforcement Liens and the amount owed on the fixed liens, plus interest on the fixed liens at five (5) percent calculated from the date reported on the City's lien report through December 2018:

	REDUCED LIENS	FIXED LIENS	FIXED INT.(5%)	TOTAL
1333 Audubon:	$2,100.00	$5,629.50	$642.71	$ 8372.21
1333Audubon		$ 160.00	22.01	182.01
1409 N. Fiske:	$4,200.00	$ 310.00	$ 35.39	$ 4,545.39
TOTAL:	**$6,300.00**	**$6,099.50**	**$700.11**	**$13,099.61**

Upon full payment of the amounts stated above by Thomas, the City will record a satisfaction and release of the aforementioned liens in the Official Records of Brevard County,

Florida.

B. The parties acknowledge and agree that at the time Gladys Thomas owned the property at 1040 Azalea Lane, the property was encumbered by two City code enforcement liens, which are dated 12/16/2008 at Book/Page 5903/937 in the amount of $259,700 and 7/22/2009 at Book/Page 5994/1971 in the amount of $472,600. Further, the property was also encumbered by two fixed code enforcement abatement liens, which are dated 6/30/2015 at Book/Page 7652/1982 in the amount of $10,561.38 and 8/14/2018 at Book/Page 8242/218 in the amount of $170.00. Further, the property was encumbered by two City water liens, which are dated 1/9/2015 at Book/Page 7283/1234 in the amount of $416.24 and 4/30/2015 at Book/Page 7359/317 in the amount of $606.60. The parties also acknowledge and agree that 1040 Azalea Lane was sold on or about July 26, 2018 at a Tax Deed sale. As a result of the tax deed sale, the City petitioned the Brevard County Clerk of the Court and received $26,029.34 in surplus funds from the sale, which the City has applied to pay in full the two aforementioned water liens and two fixed code enforcement abatement liens. The remaining balance in the amount of $14,275.12 was applied as a partial payment to reduce the amount owed the City for code enforcement lien, dated 12/6/2018 at Book/Page 5903/937. Thomas desires to release his other existing Brevard County properties from the two remaining code enforcement liens recorded against 1040 Azalea Lane. Therefore, in conjunction with the payments required by subparagraph A above, Thomas shall pay the City the amount of **$4,200.00** representing a partial payment of the Code Enforcement Lien recorded against 1040 Azalea Lane, as consideration for obtaining from the City a partial release of said liens from the other properties currently owned by Thomas in Brevard County, Florida including 1333 Audubon Property; 1409 N. Fiske Property, 1318 N. Fiske Property and 36 Madison Circle. The Code Enforcement Lien recorded against 1040 Azalea Lane shall remain in full force and effect and continue to encumber 1040 Azalea Lane less the partial payment made by Thomas. However, the City agrees that Thomas will no longer have any responsibility or liability for any remaining code enforcement liens recorded against 1040 Azalea Lane Property at such time Thomas completes the payments required by this Paragraph 2.

C. Thomas shall pay the City the amount of **$127.43** which represents an outstanding past due City water service charge at the 1318 N. Fiske Property.

D. **Total Payments** due under subparagraphs A, B and C in the amount of

$17,427.04 shall be made by Thomas in one lump sum payment in U.S. Dollars by certified bank check or check from Thomas' attorney's trust account.

E. No new or additional code violations shall exist on 1333 Audubon Property; 1409 N. Fiske Property, 1318 N. Fiske Property and any other property owned by Thomas located within the City of Cocoa.

3. **Failure to Comply.** In the event all of the conditions set forth in Paragraph 2 of this Agreement are not fully complied with, the lien reduction request shall be automatically denied, the City Council decision to reduce the Code Enforcement Liens shall be null and void, and the Code Enforcement Liens shall remain a charge against the Cocoa Properties and all other properties owned by Thomas in Brevard County, Florida in the amount they would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the Code Enforcement Liens.

4. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

5. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

6. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

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

8. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

9. **City Police Power and Sovereign Immunity.** The City hereby reserves all

police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

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

11. **Tax Deed Sale Funds.** If the City is entitled to any surplus funds as the result of any tax deed sale on any of the Cocoa Properties or Rockledge Property, nothing shall prohibit the City from receiving any surplus funds and applying those sums to the full amount of any City lien recorded against the Cocoa Properties or Rockledge Property.

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

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

CITY OF COCOA

By: _____
Jake Williams Jr., Mayor

ATTEST:

By: _____
Carie Shealy, MMC, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____

By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

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

GLADYS THOMAS

By: _____
Harold Joseph Thomas, her attorney in fact under Power of Attorney dated December 5, 2012

1915 Stonehurst Road
Winter Park, Florida 32789

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Gladys Thomas, by Harold Joseph Thomas, her attorney in fact under Power of Attorney dated December 5, 2012, who is personally known to me _____ or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

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

THOMAS IS HEREBY ADVISED THAT SHOULD THOMAS FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

Legislation Details (With Text)

File #:	18-640	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/6/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	City Council direction regarding the placement of picnic tables at the Lee Wenner Park Pavilion.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 6, 2018
Agenda Date: December 12, 2018
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., ICMA-CM, AICP, City Manager
Requested Action:
City Council direction regarding the placement of picnic tables at the Lee Wenner Park Pavilion.

BACKGROUND:

City staff has received a request from Councilwoman Lorraine Koss to have picnic tables placed at the pavilion in Lee Wenner Park in time for a holiday meal service on December 18th. The pavilion has previously been reserved by citizens through filing applications to Brevard County for event purposes such as birthday parties or group gatherings. Since acquisition from Brevard County in November of 2017 the Lee Wenner Park pavilion has been available for rental and to date no applications have been received for use of the pavilion to date.

At the time of the negotiations with Brevard County over the details of the Interlocal Agreement it was known by all parties that the playground adjacent to the pavilion needed to be replaced due to the equipment being at the end of its useful life. This item was included in the capital needs plan for Brevard County. In January of 2018, both the playground and the fireplace attached to the pavilion were removed as a result of safety concerns. Due to the future proposed projects included in the Cocoa CRA Waterfront Master Plan Update and proximity to the Taylor Park playground, a playground was not rebuilt at the site.

It is believed that many of the rentals for the pavilion were for birthday parties in which the proximity of the playground was important. The dumpster at the east end of the park was removed and wheeled trashcans were placed for easier servicing by Waste Management. The restrooms near the pavilion remain locked and are opened for special event rentals only and have been used recently for

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the Space Coast Marathon. Recently, there has been construction activity taking place on the site related to the recently completed riverfront connector and ongoing shoreline restoration project. As a result of the construction activities no interest has been expressed to host an event at the pavilion.

In late April of 2018 it was reported the tables under the pavilion were stood on end and positioned upright around the perimeter of the pavilion with pedestrians resting below them. At that time due to the concerns of safety and liability, the tables were removed and stored at the old fire station 1 (114 1st Street). Since removal, the City has received no applications for the use of the pavilion or tables.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Legislation Details (With Text)

File #:	18-583	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	11/8/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approve Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements(Chase Hammock), Project No. WS1431, in the amount of $1,119,134.70; To Approve as a Multi-Year Contract from FY2019 through FY2020; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $111,913.47 (10% of the Contract Amount) for a Total Project Cost of $1,231,048.17; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-25) Atlantic Dev (11-14-18)-$1119134.70 -- UT T.O. 2019-25 Proposal N. Trop Looping Improv WS131 Quote Tabulation Sheet (Rev).pdf Res Proj Contingency - N. Trop Trl Looping Budget Resolution - N. Trop Trl Looping-FY19 BAF 19-027 -UT-WS1431 $1231049 (12-12-18) Agenda 18-583 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: December 12, 2018
Prepared By: Kevin Joseph, E.I., Utilities Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements(Chase Hammock), Project No. WS1431, in the amount of $1,119,134.70; To Approve as a Multi-Year Contract from FY2019 through FY2020; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $111,913.47 (10% of the Contract Amount) for a Total Project Cost of $1,231,048.17; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

The Utilities Department Engineering Division staff has accessed and modeled different scenarios to best serve customers in North Merritt Island, specifically in the Chase Hammock and North Tropical Trail areas. The goal is to improve fire flow availability and improve overall system reliability throughout the corridor. The optimal scenario selected for design consists of 3,215 Linear Feet of water main extensions for a portion of North Tropical Trail from Porcher Road to the current end of

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the water main just south of Church Road as well as the portion just south of Crisafulli Road and north of Church Road. This plan also includes the upsizing of the current 4" and 6" water mains along Chase Hammock Road to 8" Ductile Iron Pipe (3,360 Linear Feet from North Courtenay Parkway to Judson Road).

On October 15, 2018, the City of Cocoa, in accordance with the City's "Agreement for Utilities General Construction Contractor" entered into on February 12, 2013, solicited quotes for the project known as "North Tropical Trail Looping Improvements (NTTLI)" from four (4) contractors. The lowest and best quote was submitted by Atlantic Development of Cocoa, Inc. in the amount of $1,119,134.70.

Staff is requesting City Council approval of Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements project as a multi-year contract from FY2019 through FY2020.

Staff is also requesting that City Council approve an additional $111,913.47 as a 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 without delays.

The additional $111,913.47 Construction Contingency Budget 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, and subsequently added to the purchase order.

Staff recommends approval of Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements, Project No. WS1431. This is a bond-funded project.

A Budget Adjustment Form (BAF) is necessary to allocate work from the general project # WS1201 to Tropical/Chase Hammock project # WS1431.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes (to change project number)

BAF # 27

Amount Requested	$1,231,048.17
Account Number	426-4055-536.63-00, WS1431
Account Name	Infrastructure

Source of Funds: 426-4055-536.63-00, WS1201

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2019-25 with Atlantic Development of Cocoa, Inc. for the North Tropical Trail Looping Improvements (Chase Hammock), Project No. WS1431, in the amount of $1,119,134.70; To Approve as a Multi-Year Contract from FY2019 through FY2020; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $111,913.47 (10% of the Contract Amount) for a Total Project Cost of $1,231,048.17; To Approve a Resolution Amending the FY2019 Budget.

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INVITATION TO QUOTE

Quotes will be received via email at kjoseph@cocoafl.org or in person at the office of the Engineering Division of the City of Cocoa, located at 351 Shearer Blvd., Cocoa, Florida, 32922, by **3:00 p.m., Tuesday, November 6th, 2018**.

North Tropical Trail Looping Improvements

The work to be quoted consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals; and performing all work specified in the quote documents, for replacement or extension of approximately 3,215 linear feet of 8" pvc watermain along North Tropical Trail, and 3,360 linear feet of 8" DIP watermain along Chase Hammock Road., all in north Merritt Island, Florida. The project consists of three (3) distinct segments, all located in public right-of-ways or easements obtained by the City of Cocoa. The alternate quote requested for the east end of Chase Hammock Rd. is subject to receipt of an easement by the City from Brevard County, and will be awarded solely at the discretion of the City of Cocoa. There is also an alternate quote requested for changing the waterline material on the North Tropical Trail segments from pvc to restrained joint DIP. All work performed shall be in accordance with the specifications and contract documents pertaining thereto. Only Contractors PRE-QUALIFIED by the City of Cocoa Utilities Department will be permitted to quote this project.

Copies of all documents may be obtained from the office of the Engineer, Bussen-Mayer Engineering Group, Inc., 100 Parnell Street, Merritt Island, FL, 32953, Phone: 321-453-0010, for a sum of $65.00, which will not be refunded.

A non-mandatory pre-quote conference and site visit will be held at 1:00 p.m., Wednesday, October 24th, 2018 at City of Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida 32922.

The City reserves the right to reject any or all quotes, with or without a cause; to waive technical errors and informalities; and to accept the quote, which in its judgment, best serves the City.

The Contractor receiving the Contract award will be required to furnish a Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the title contract price.

Section 0020

SECTION 00300
QUOTE FORM
North Tropical Trail Looping Improvements
City of Cocoa

Proposal of Atlantic Development of Cocoa, Inc.
(Name)
2185 W. King St., Cocoa, FL 32926
(Address)

to furnish all materials, service, equipment, and labor required, for North Tropical Trail Looping Improvements as specified in the quote documents and in accordance with the Agreement for Utilities General Construction Contractor.

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.

NOTE! THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL QUOTE (BASE + ADD ALTERNATE 1).

BASE QUOTE (N. Tropical Trail and Chase Hammock Rd.)	$ 905,986.00

Nine hundred five thousand nine hundred eighty six dollars and zero cents Dollars
(Total Written in words)

ADD ALTERNATE 1 QUOTE (East end of Chase Hammock Rd.)	$ 176,562.00

One hundred seventy six thousand five hundred sixty two dollars and zero cents Dollars
(Total Written in words)

TOTAL QUOTE (Base + Add Alternate 1)	$ 1,082,548.00

One million eighty two thousand five hundred forty eight dollars and zero cents Dollars
(Total Written in words)

ADD ALTERNATE 2 QUOTE (replace PVC with restrained joint DIP for North Tropical segments)	$ 36,586.70

Thirty six thousand five hundred eighty six dollars and seventy cents Dollars
(Total Written in words)

GRAND TOTAL QUOTE (Base + Add. Alternate 1 & 2)	$ 1,119,134.70

One million one hundred nineteen thousand one hundred thirty four dollars and seventy cents Dollars
(Grand Total Written in words)

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

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the work with an adequate force and equipment within thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order and substantially complete all work within two hundred and seventy (270) days of Notice to Proceed or Purchase Order. An additional 45 days will be added to the completion date if the Add Alternate for the east end of Chase Hammock Road is authorized by the City. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of two hundred and fifty dollars ($250.00) per calendar day.

2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

Atlantic Development of Cocoa, Inc.
(Company or Corporation Name)

2185 West King Street
(Street or P.O. Box)

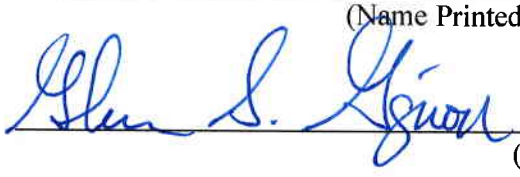
Cocoa, FL 32926
(City, State and Zip Code)

321-639-8788
(Area Code and Phone Number)

321-632-3655
(Area Code and Fax Number)

ggrignon@atlanticdevelopmentofcocoa.com
(Email Address)

By: Glenn Grignon - General Manager
(Name Printed and Title)


(Signature)

Quote Form

North Tropical Trail Waterline Looping Improvements

BMEG File # 379109-bf

Date: 09/24/18

Base Quote

Item #	Item	Qty	Un	Unit $	Extended $
101-1	Mobilization	1	LS	32,385.36	32,385.36
101-2	Pre & post construction video	1	LS	1,200.00	1,200.00
101-3	Record drawings	1	LS	8,900.00	8,900.00
102-1	Maintenance of traffic	1	LS	18,860.00	18,860.00
104-30	Erosion control	1	LS	1,500.00	1,500.00
110-1-1	Clearing and grubbing	1	LS	15,200.00	15,200.00
121-70	Flowable Fill	165	CY	185.00	30,525.00
160-4	Type B stabilization	2,110	SY	3.50	7,385.00
285-709	Optional base, base group 09, 10"	1,815	SY	16.85	30,582.75
327-70-1	Milling exist. asphalt pvmt., 1" avg. depth	8,600	SY	5.75	49,450.00
327-70-19	Milling exist. asphalt pvmt., 3/4" avg. depth	710	SY	11.50	8,165.00
334-1-13	Superpave asph. traf C, SP-9.5	558	TN	128.80	71,870.40
334-1-23	Superpave asph. traf C, SP-12.5 PG76-22 PMA	31	TN	241.00	7,471.00
337-7-22	Asph. friction course, FC-5, PG 76-22, PMA	29	TN	392.00	11,368.00
400-1-15	Concrete class I, misc. (contingency)	1	CY	255.00	255.00
430-174-124	24" RCP	32	LF	50.00	1,600.00
430-175-230	27"×38" CMP	8	LF	500.00	4,000.00
522-6	Concrete driveway, 6" w/fiber	370	SY	45.00	16,650.00
530-1	Riprap sand-cement endwall, 27"×38" CMP	1	EA	10,500.00	10,500.00
570-1-3	Sod, Bahia	1,910	SY	2.80	5,348.00
570-1-4	Sod, St. Augustine (contingency)	100	SY	3.40	340.00
570-1-5	Sod, Common Bermuda	50	SY	5.00	250.00
700-1-50	Single post sign, relocate	4	AS	150.00	600.00
706-3	Retro-reflective pavement marker	156	EA	15.00	2340.00
711-11-121	Thermoplastic, std., white, solid, 6"	7,350	LF	1.75	12,862.50
711-11-125	Thermoplastic, std., white, solid, 24"	13	LF	3.50	45.50
711-11-221	Thermoplastic, std., yellow, solid, 6"	4,120	LF	1.75	7,210.00
1050-11-200	Service line, short side	22	EA	1,060.00	23,320.00
1050-11-201	Service line, long side (direct bore)	15	EA	2,526.00	37,890.00

Quote Form

North Tropical Trail Waterline Looping Improvements

BMEG File # 379109-bf

Date: 09/24/18

Base Quote

Item #	Item	Qty	Un	Unit $	Extended $
1050-16-003	Remove & dispose existing AC waterline	2,725	LF	25.55	69,623.75
1050-31-208	8" PVC waterline, including restraints	3,215	LF	29.92	96,192.80
1050-51-208	8" Restrained joint DIP waterline	3,030	LF	41.30	125,139.00
1050-61-118	18" Steel casing (waterline)	170	LF	180.00	30,600.00
1050-61-124	24" Steel casing (FIND)	2	EA	10,000.00	20,000.00
1055-1	Water pipe fittings	1.8000	TN	18,460.00	33,229.44
1080-11-303	6"×6" Tapping sleeve & valve	1	EA	5,280.00	5,280.00
1080-11-307	6" Line stop assembly	1	EA	9,855.00	9,855.00
1080-11-403	8"×6" Tapping sleeve & valve	1	EA	8,565.00	8,565.00
1080-11-404	8" Gate valve	7	EA	2,295.00	16,065.00
1080-11-407	8" Line stop assembly	1	EA	12,500.00	12,500.00
1080-11-503	24"×8" Tapping sleeve & valve	1	EA	10,862.50	10,862.50
1644-116-08	Fire hydrant assembly (incl. valve & fittings)	6	EA	6,550.00	39,300.00
1650-1	3M marker balls	160	EA	45.00	7,200.00
1660-1	Pigging and flushing waterline	1	LS	3,500.00	3,500.00
				Total	905,986.00

Quote Form

North Tropical Trail Waterline Looping Improvements

BMEG File # 379109-bf

Date:
09/24/18

Add. Alternate #1 Quote - East end of Chase Hammock Road

Item #	Item	Qty	Un	Unit $	Extended $
101-1	Mobilization	1	LS	6,135.80	6,135.80
101-2	Pre & post construction video	1	LS	1,500.00	1,500.00
101-3	Record drawings	1	LS	5,200.00	5,200.00
102-1	Maintenance of traffic	1	LS	3,500.00	3,500.00
104-30	Erosion control	1	LS	10,500.00	10,500.00
110-1-1	Clearing and grubbing	1	LS	15,500.00	15,500.00
121-70	Flowable Fill	38	CY	185.00	7,030.00
327-70-1	Milling exist. asphalt pvmt., 1" avg. depth	785	SY	11.50	9,027.50
334-1-13	Superpave asph. traf C, SP-9.5	49	TN	170.00	8,330.00
400-1-15	Concrete class I, misc. (contingency)	1	CY	255.00	255.00
570-1-3	Sod, Bahia	200	SY	5.00	1,000.00
706-3	Retro-reflective pavement marker	10	EA	50.00	500.00
711-11-121	Thermoplastic, std., white, solid, 6"	555	LF	2.00	1,110.00
711-11-221	Thermoplastic, std., yellow, solid, 6"	80	LF	2.00	160.00
1050-16-003	Remove & dispose existing AC waterline	330	LF	25.55	8,431.50
1050-51-108	6" Restrained joint DIP waterline	100	LF	150.00	15,000.00
1050-51-208	8" Restrained joint DIP waterline	330	LF	155.80	51,414.00
1055-1	Water pipe fittings	0.4200	TN	18,460.00	7,753.20
1080-11-303	6"×6" Tapping sleeve & valve	1	EA	8,565.00	8,565.00
1080-11-404	8" Gate valve	1	EA	2,295.00	2,295.00
1080-11-405	Blow-off assembly	1	EA	4,355.00	4,355.00
1644-116-08	Fire hydrant assembly (incl. valve & fittings)	1	EA	6,550.00	6,550.00
1650-1	3M marker balls	10	EA	45.00	450.00
1660-1	Pigging and flushing waterline	1	LS	2,000.00	2,000.00
				Total	176,562.00

Total Quote (Base + Add. Alternate #1)	1,082,548.00

Quote Form

North Tropical Trail Waterline Looping Improvements

BMEG File # 379109-bf

Date: 09/24/18

Add. Alternate #2 Quote - North Tropical Trail Segments

Item #	Item	Qty	Un	Unit $	Extended $
1050-31-208	8" PVC waterline, including restraints	(3,215)	LF	29.92	(96,192.80)
1050-51-208	8" Restrained joint DIP waterline	3,215	LF	41.30	132,779.50
				Total	36,586.70

Total Quote (Base + Add. Alternate #1)	1,082,548.00
Grand Total Quote (Base + Add. Alternates #1 & #2)	1,119,134.70

SECTION 00330
LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to performed 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.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
	Name : V.A. Paving, Inc.	1.
	Address: P.O. Box 1046	2.
	City: Cocoa	
	State: Florida zip: 32923	
	Phone: 321-636-2565	3.
	Name: Rangeline Tapping Services, Inc.	1.
	Address : P.O. Box 210155	2.
	City : Royal Palm Beach	
	State: Florida zip: 33421	
	Phone: 1-800-346-5971	3.
	Name: Flash-Rite, Inc.	1.
	Address : 115 Atlantic Drive	2.
	City : Maitland	
	State: Florida zip: 32751	
	Phone: 407-834-0408	3.
	Name: LSP	1.
	Address : 521 Thor Ave.	2.
	City : Palm Bay	
	State: Florida zip: 32909	
	Phone: 321-724-6176	3.
	Name:	1.
	Address :	2.
	City :	
	State: zip:	
	Phone:	3.

SECTION 00675

SECTION lK - 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	UNIT	UNIT COST	EXTEDED COST
A		Trench Box	LF	6,000	$2.55	$15,300.00
B		Shoring	SF	5,000	$1.55	$7,750.00
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 evaluate 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: November 6, 2018

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

CITY OF COCOA

QUOTE TABULATION SHEET

QUOTE OPENING DATE: Tuesday, November 6, 2018

BOND PROJECT NUMBER: WS1431 - North Tropical Trail Looping Improvements

VENDOR	00300 Quote Form Total Quote (Base + Add. Alternate 1)	00300 Quote Form Total Quote (Base + Add. Alternate 1 & 2)	Receipt of Addendum	330 Listing of Sub Contractors	00675 Trench Safety
Atlantic Development of Cocoa, Inc. 2185 W. King St. Cocoa, FL 32926	$1,082,548.00	$1,119,134.70	Y	Y	Y
Maxwell Contracting, Inc. P.O. Box 820 Cocoa, FL 32923-0820	$1,771,000.00	$1,835,300.00	Y	Y	Y
GUNNstruction, Inc. 350 Tangerine Ave., Suite #1 Merritt Island, FL 32953	Did Not Quote				
Jobear Contracting, Inc. 1951 Danr Dr. Palm Bay, FL 32906	Did Not Quote				

RESOLUTION NO. 2018-114

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 NORTH TROPICAL TRAIL LOOPING IMPROVEMENTS, PROJECT NO. WS1431 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT (10%) 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 12, 2018, the City Council authorized the City Manager to proceed with the North Tropical Trail Looping Improvements, Project No. WS1431, 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 North Tropical Trail Looping Improvements, Project No. WS1431, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $1,119,134.70 and allows for a 10% contingency in the amount of $111,913.47 set aside for possible change orders, for a total of $1,231,048.17 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 12th day of December, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2018-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of December, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 27

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 421-4055 | DATE PREPARED: 11/14/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,231,049)	426-4055-536.63-00	WS1201	INFRASTRUCTURE	$ 23,508,649	$ 23,551,011	$ 22,319,962	$ 18,409,585
$ 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
($ 1,231,049)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,231,049	426-4055-536.63-00	WS1431	INFRASTRUCTURE	$ 23,508,649	$ 22,319,962	$ 23,551,011	$ 19,640,634
$ 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
$ 1,231,049	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project WS1431 consists of 3,215 Linear Feet of water main extensions for a portion of North Tropical Trail from Porcher Road to the current end of the water main just south of Church Road as well as the portion just south of Crisafulli Road and north of Church Road. This plan also includes the upsizing of the current 4" and 6" water mains along Chase Hammock Road to 8" Ductile Iron Pipe (3,360 Linear Feet from North Courtenay Parkway to Judson Road). Agenda 18-583.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/18 *RESOLUTION #:* 2018-115

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

11/14/18	Kevin Joseph (Digitally signed by Kevin Joseph Date: 2018.11.14 10:07:49 -05'00')	11/28/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.11.28 09:18:33 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/16/18	John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	11/29/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.11.29 10:36:11 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 10/3/18 - IT

Legislation Details (With Text)

File #:	18-623	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	11/29/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Approval of a First Addendum extending the term of the professional services agreement with Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa through December 31, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018 Agreement for Professional Services-executed FIRST ADDENDUM				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2018
Agenda Date: December 12, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of a First Addendum extending the term of the professional services agreement with Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa through December 31, 2020.

BACKGROUND:

The City of Cocoa has utilized the services of Alcalde & Fay, LTD for various federal lobbying services since 2005. In summary, their organization acts on behalf of the City to secure federal funding opportunities, assists in developing strategies that promote Council's goals and advocates City interests to United States legislative figures.

In January 2018, City Council approved a new multi-year agreement effective January 1, 2018 through December 30, 2018. To prepare for the renewal of this agreement, an agenda item was brought to the November 14, 2018 meeting requesting direction to extend the current agreement. The Councilmembers all supported extending the term of the existing agreement. The existing agreement provides that the parties may extend the term of the agreement by mutual written agreement.

The annual costs for Alcalde & Fay's services is $24,000 plus de minimis administrative expenses. The City is invoiced monthly at $2,000 per month. City staff is seeking approval to waive the competitive bidding process in the best interest of the City due to the fact that the services to be

provided by Alcalde & Fay are specialized services and Alcalde and Fay has successfully provided these services to the City of Cocoa in the past and Alcalde & Fay already understands the community needs.

The proposed First Addendum to the existing contract is a multi-year extension of the term covering January 1, 2019 to December 31, 2020. For the current Fiscal Year 2019, $25,000 was budgeted. A purchase order was already approved covering October - December months. Upon City Council approval, a change order to the purchase order will be created for the remaining months of FY 2019. The future budgetary impact is also $25,000 in Fiscal Year 2020 and $6,250 in Fiscal Year 2021.

A proposed First Addendum is attached. This is a two-year calendar year agreement, subject to termination for convenience at any time.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - additional financial resources through federal support would reduce the reliance on local revenue sources for capital projects/equipment.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$25,000 (Fiscal Year 2019)
Account Number	001-1600-513-31.00
Account Name	Professional Services

Future Budgetary Impact

Fiscal Year 2020:	$25,000
Fiscal Year 2021:	$6,250

PREVIOUS ACTION:

At the November 14, 2018 City Council Meeting, City Council provided direction to continue the agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

At the January 23, 2018 City Council Meeting, City Council approved Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approved Resolution #2018-004 amending the Fiscal Year 2018 budget, through the use of General Fund Contingency. Provided authorization for the City Manager to finalize and execute contract for services approved by the City Attorney effective January 1, 2018 through December 30, 2018.

The City previously contracted with Alcade & Fay, LTD since 2005. However, based on the consensus of the City Council at a priorities budget workshop, the contract was terminated effective at the end of FY2017. At a Regular City Council meeting held on December 12, 2017, City Council provided direction to staff to establish a new agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

RECOMMENDED MOTION:

Approval of a First Addendum extending the term of the professional services agreement with Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa through December 31, 2020.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COCOA AND
ALCALDE AND FAY, LTD.

The following is an agreement between the City of Cocoa, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation infrastructure, water resources, housing and Federal grant programs administered by the Federal government.

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

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:

1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.
2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
4. Maintaining direct and frequent contact with key United States Senators and Representatives;
5. Advocating CITY interests during the United States legislative and regulatory process;
6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S written request.

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall not exceed $2,000.00 per month. CONTRACTOR shall submit the monthly $2000.00 fee invoice at the first of each month, beginning on January 1, 2018. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, Jim Davenport and L.A. "Skip" Bafalis, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: Mr. John Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on January 1, 2018 and end on December 31, 2018, and may be terminated by either party with or without cause, upon 30 days written notice of termination delivered to the other party. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement. The parties may renew this Agreement in additional one (1) year increments by mutual written agreement.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. PUBLIC RECORD: Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

CONTRACTOR is required to and agrees to comply with public records laws. CONTRACTOR shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of the request and CONTRACTOR shall then provide such records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR does not comply with a public records request, the CITY may enforce this Section to the extent permitted by law. CONTRACTOR acknowledges that if CONTRACTOR does not provide the public records to the CITY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR acknowledges that if a civil action is filed against CONTRACTOR to compel production of public records relating to this Agreement, the court may assess and award against CONTRACTOR 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 CONTRACTOR, be open and freely exhibited to the CITY for the purpose of examination, audit, or otherwise. Failure by CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's failure to comply with this Section, the CITY 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 CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Cocoa. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, each party shall bear their own attorney's fees and costs. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Brevard County.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

K. SOVEREIGN IMMUNITY. 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.

L. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officials, employees, and city attorneys from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CONTRACTOR or any person employed by CONTRACTOR, or anyone whose acts CONTRACTOR may be liable, excepting those acts or omissions arising out of the sole negligence of the CITY.

M. CONFLICT OF INTEREST. Both the CITY and the CONTRACTOR shall use their best efforts to identify and notify each other of any potential conflicts of interests between the CITY and any other client of CONTRACTOR. The CONTRACTOR shall notify the CITY in writing of any new potential clients that may conflict with this Agreement during the term of this Agreement. Should a conflict of interest arise between the CONTRACTOR and any other potential client, the CITY may terminate this Agreement or request that the CONTRACTOR not contract with the potential client. The CONTRACTOR will not attempt to represent both the CITY and another client in any substantially related matter in which the representative of the other client has a material and actual adverse financial or legislative effect on the CITY.

N. MISCELLANEOUS. CONTRACTOR shall promptly observe and comply with applicable provisions of all federal, state, and local laws, rules and regulations which govern or apply to the

services rendered by the CONTRACTOR hereunder including, but not limited to, licensing and lobbying requirements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 23rd day of January, 2018

ATTEST:

CITY OF COCOA

By: _____
Henry U. Parrish III, Mayor

_____
Carie Shealy, MMC, City Clerk

WITNESSES:

_____

_____

ALCALDE AND FAY, LTD.

By: _____

FIRST ADDENDUM
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COCOA AND
ALCALDE AND FAY, LTD.

This is a First Addendum to that certain Agreement For Professional Services by and between the City of Cocoa, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR," dated January 23, 2018.

WHEREAS, CONTRACTOR and CITY previously entered into that certain Agreement for Professional Services, dated January 23, 2018 ("Agreement"); and

WHEREAS, CONTRACTOR and CITY desire to extend the term of the Agreement as set forth hereunder.

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

1.0 PART II - GENERAL PROVISIONS, Subsection E is hereby amended to read as follows:

E. TERM OF AGREEMENT: This Agreement shall become effective on January 1, 2018 and end on December 31, 2020, and may be terminated by either party with or without cause, upon 30 days written notice of termination delivered to the other party. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement. The parties may renew this Agreement in additional one (1) or two (2) year increments by mutual written agreement.

2.0 All other terms and conditions of the Agreement not modified by this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this First Addendum to be executed this _____ day of December, 2018.

ATTEST:

CITY OF COCOA

By: _____
Jake Williams, Mayor

_____
Carie Shealy, MMC, City Clerk

WITNESSES:

ALCALDE AND FAY, LTD.

_____

By: _____

_____

Legislation Details (With Text)

File #:	18-614	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/27/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October 2018 Monthly Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2018
Agenda Date: December 12, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending October 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This October 2018 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2019 Budget by Classification Report - Summary Listing

Through 10/31/18

Target for October is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 107,143	$ 8,092,986	1%
OTHER PERMITS AND FEES	$ 3,342,581		$ 16,194	$ 3,326,387	0%
INTERGOVERNMENTAL	$ 2,233,589		$ 26,570	$ 2,207,019	1%
CHARGES FOR SERVICES	$ 11,529,432		$ 856,726	$ 10,672,706	7%
FINES AND FORFEITURES	$ 26,000		$ 764	$ 25,236	3%
MISCELLANEOUS	$ 944,938		$ 130,546	$ 814,392	14%
OTHER SOURCES (NON-REVENUE)	$ 16,953,842		$ 725,338	$ 16,228,504	4%
REVENUE TOTALS	**$ 43,230,511**		**$ 1,863,280**	**$ 41,367,231**	**4%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,294,067		$ 1,200,897	$ 22,093,170	5%
OPERATING EXPENDITURES	$ 10,478,249	$ 1,557,922	$ 295,044	$ 8,625,283	18%
CAPITAL OUTLAY	$ 1,384,424	$ 694,214	$ -	$ 690,210	50%
GRANTS, AIDS AND OTHER	$ 8,073,771	$ -	$ -	$ 8,073,771	0%
EXPENSE TOTALS	**$ 43,230,511**	**$ 2,252,136**	**$ 1,495,941**	**$ 39,482,434**	9%
REVENUE TOTALS	**$ 43,230,511**	**$ -**	**$ 1,863,280**	**$ 41,367,231**	**4%**
EXPENSE TOTALS	**$ 43,230,511**	**$ 2,252,136**	**$ 1,495,941**	**$ 39,482,434**	**9%**
	$ -	**$ (2,252,136)**	**$ 367,339**	**$ 1,884,797**	

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	.00		458,061	.00		5,496,736	5,496,736.00
20 00	DELINQUENT TAXES	1,250	.00		1,250	.00		15,000	15,000.00
25 00	PENALTIES RE: TAXES	416	.00		416	.00		5,000	5,000.00
30 00	TAX CERTIFICATES	15,000	.00		15,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	.00		474,727	.00		5,696,736	5,696,736.00
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	.00		33,833	.00		406,000	406,000.00
312 **	SALES USE AND FUEL TAXES	33,833	.00		33,833	.00		406,000	406,000.00
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	28,402.00-	29	96,583	28,402.00-	29	1,159,007	1,187,409.00
30 00	WATER-COCOA	27,888	28,835.17	103	27,888	28,835.17	103	334,667	305,831.83
40 00	GAS	1,666	1,584.30	95	1,666	1,584.30	95	20,000	18,415.70
80 00	PROPANE	1,251	2,223.52	178	1,251	2,223.52	178	15,013	12,789.48
314 **	UTILITY SERVICE TAX	127,388	4,240.99	3	127,388	4,240.99	3	1,528,687	1,524,446.01
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	33,642	17,941.00-	53	403,706	421,647.00
315 **	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	33,642	17,941.00-	53	403,706	421,647.00
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	120,842.53	879	13,750	120,842.53	879	165,000	44,157.47
316 **	LOCAL BUSINESS TAX	13,750	120,842.53	879	13,750	120,842.53	879	165,000	44,157.47
310 ***	TAXES	683,340	107,142.52	16	683,340	107,142.52✓	16	8,200,129✓	8,092,986.48
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	24,403.83	146	16,666	24,403.83	146	200,000	175,596.17
10 00	TRAINING SURCHARGE	66	212.58	322	66	212.58	322	800	587.42
322 **	BUILDING PERMITS	16,732	24,616.41	147	16,732	24,616.41	147	200,800	176,183.59
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	28,232.00-	41	68,553	28,232.00-	41	822,639	850,871.00
40 00	GAS	1,210	1,949.51	161	1,210	1,949.51	161	14,520	12,570.49
70 00	SOLID WASTE	15,365	16,250.24	106	15,365	16,250.24	106	184,385	168,134.76
323 **	FRANCHISE FEES	85,128	10,032.25-	12	85,128	10,032.25-	12	1,021,544	1,031,576.25
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	.00		162,186	.00		1,946,237	1,946,237.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		166	.00		2,000	2,000.00
12 03	PENALTIES	166	.00		166	.00		2,000	2,000.00
12 04	TAX CERTIFICATES	12,500	.00		12,500	.00		150,000	150,000.00
12 *	SERVICE	175,018	.00		175,018	.00		2,100,237	2,100,237.00
325 **	SPECIAL ASSESSMENT	175,018	.00		175,018	.00		2,100,237	2,100,237.00
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,190.00	71	1,666	1,190.00	71	20,000	18,810.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	420.00		0	420.00		0	420.00-
329 **	OTHER PERMITS & FEES	1,666	1,610.00	97	1,666	1,610.00	97	20,000	18,390.00
320 ***	OTHER PERMITS & FEES	278,544	16,194.16	6	278,544	16,194.16 ✓	6	3,342,581 ✓	3,326,386.84
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	26,000.00	300	8,666	26,000.00	300	104,000	78,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		2,073	.00		24,879	24,879.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		760	.00		9,130	9,130.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	.00		10,071	.00		120,863	120,863.00
20 16	INTERNET CRIMES GRANT	833	.00		833	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		1,500	.00		18,000	18,000.00
20 *	PUBLIC SAFETY	23,903	26,000.00	109	23,903	26,000.00	109	286,872	260,872.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
50 02	EDA-2018-DISASTER-11.307	3,750	.00		3,750	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	3,750	.00		3,750	.00		45,000	45,000.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	4,166	.00		4,166	.00		50,000	50,000.00
331 **	FEDERAL GRANTS	31,819	26,000.00	82	31,819	26,000.00	82	381,872	355,872.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		3,333	.00		40,000	40,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,333	.00		3,333	.00		40,000	40,000.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61 10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90 30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,666	.00		41,666	.00		500,000	500,000.00
12 20	8TH CNT MUNICIPAL GAS TAX	12,916	.00		12,916	.00		155,000	155,000.00
12 *	STATE REVENUE SHARING	54,582	.00		54,582	.00		655,000	655,000.00
14 00	MOBILE HOME LICENSES	1,666	570.32	34	1,666	570.32	34	20,000	19,429.68
15 00	ALCOHOLIC BEVERAGE	1,809	.00		1,809	.00		21,717	21,717.00
18 00	LOCAL GOVERNMENT 1/2 CENT	90,833	.00		90,833	.00		1,090,000	1,090,000.00
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	.00		2,083	.00		25,000	25,000.00
335 **	STATE SHARED REVENUES	150,973	570.32		150,973	570.32		1,811,717	1,811,146.68
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	186,125	26,570.32	14	186,125	26,570.32	14	2,233,589	2,207,018.68
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	475,140	475,141.00	100	475,140	475,141.00	100	5,701,690	5,226,549.00
31 00	ADMIN FEES STORMWATER	7,861	7,862.00	100	7,861	7,862.00	100	94,343	86,481.00
40 00	CERTIFY/COPY/SEARCH	8,333	291.57	4	8,333	291.57	4	100,000	99,708.43
90 12	PASSPORT EXECUTION FEES	583	455.00	78	583	455.00	78	7,000	6,545.00
341 **	GENERAL GOVERNMENT	491,917	483,749.57	98	491,917	483,749.57	98	5,903,033	5,419,283.43
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,666	17,998.75	1080	1,666	17,998.75	1080	20,000	2,001.25
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	925	1,080.00	117	925	1,080.00	117	11,100	10,020.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,080.00	117	925	1,080.00	117	11,100	10,020.00
342 **	PUBLIC SAFETY	2,591	19,078.75	736	2,591	19,078.75	736	31,100	12,021.25
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,159	.00		35,159	.00		421,913	421,913.00
37 11	ROCKLEDGE	22,210	.00		22,210	.00		266,528	266,528.00
37 12	SUN LAKE	292	.00		292	.00		3,515	3,515.00
37 13	CLNY PK-M.I.UTIL CO.	157	.00		157	.00		1,895	1,895.00
37 16	COCOA BEACH	9,171	.00		9,171	.00		110,063	110,063.00
37 17	CAPE CANAVERAL	7,571	.00		7,571	.00		90,856	90,856.00
37 18	TITUSVILLE	330	.00		330	.00		3,961	3,961.00
37 *	WATER BILLING SERVICES	74,890	.00		74,890	.00		898,731	898,731.00
39 01	SERVICE CHARGES	34,666	30,283.32	87	34,666	30,283.32	87	416,000	385,716.68
39 03	ADMIN CHARGES	33,333	32,400.00	97	33,333	32,400.00	97	400,000	367,600.00
39 04	PENALTIES	72,916	65,552.55	90	72,916	65,552.55	90	875,000	809,447.45
39 05	NSF CHECKS	2,960	2,225.00	75	2,960	2,225.00	75	35,525	33,300.00
39 *	WATER OTHER INCOME	143,875	130,460.87	91	143,875	130,460.87	91	1,726,525	1,596,064.13

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	169,824.73	98	173,241	169,824.73	98	2,078,903	1,909,078.27
41 20	RECYCLING REVENUE	18,065	19,164.16	106	18,065	19,164.16	106	216,789	197,624.84
41 30	GREEN WASTE	15,449	16,037.48	104	15,449	16,037.48	104	185,394	169,356.52
41 *	GARBAGE COLLECTION	206,755	205,026.37	99	206,755	205,026.37	99	2,481,086	2,276,059.63
45 10	BILLING FEE - WEST WASTE	8,058	.00		8,058	.00		96,697	96,697.00
45 20	SALE - RECYCLING MATERIAL	166	62.50	38	166	62.50	38	2,000	1,937.50
45 *	GARBAGE - OTHER REVENUE	8,224	62.50	1	8,224	62.50	1	98,697	98,634.50
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		4,361	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		16,161	.00		193,934	193,934.00
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		20,522	.00		246,270	246,270.00
343 **	PHYSICAL ENVIRONMENT	454,266	335,549.74	74	454,266	335,549.74	74	5,451,309	5,115,759.26
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	4,698.64	103	4,583	4,698.64	103	55,000	50,301.36
39 11	TENANT MAINTENANCE FEES	116	233.12	201	116	233.12	201	1,400	1,166.88
39 20	COCOA CIVIC CENTER	3,333	3,278.30	98	3,333	3,278.30	98	40,000	36,721.70
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	2,105.80	126	1,666	2,105.80	126	20,000	17,894.20
39 *	OTHER CULTURAL SERVICES	9,698	10,315.86	106	9,698	10,315.86	106	116,400	106,084.14
40 01	COCOA VILLAGE 10% GROSS	1,250	150.00	12	1,250	150.00	12	15,000	14,850.00
40 05	PERMIT FEES	208	1,637.50	787	208	1,637.50	787	2,500	862.50
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	1,787.50	123	1,458	1,787.50	123	17,500	15,712.50
50 10	EVENT FEES	382	744.36	195	382	744.36	195	4,590	3,845.64
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	5,500.00	1201	458	5,500.00	1201	5,500	.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	6,244.36	743	840	6,244.36	743	10,090	3,845.64

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	11,996	18,347.72	153	11,996	18,347.72	153	143,990	125,642.28
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	960,770	856,725.78	89	960,770	856,725.78	89	11,529,432	10,672,706.22
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	763.63	35	2,166	763.63	35	26,000	25,236.37
351	**	JUDGMENTS AND FINES	2,166	763.63	35	2,166	763.63	35	26,000	25,236.37
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	763.63	35	2,166	763.63	35	26,000	25,236.37
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,166	15,434.35	371	4,166	15,434.35	371	50,000	34,565.65
20	00	DIVIDENDS	0	.00		0	.00		0	.00
38	00	NET INC/DEC-FMV INVESTMNT	0	3,256.08-		0	3,256.08-		0	3,256.08
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,166	12,178.27	292	4,166	12,178.27	292	50,000	37,821.73
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,432	36,758.41	352	10,432	36,758.41	352	125,186	88,427.59
362	**	RENT AND ROYALTIES	10,432	36,758.41	352	10,432	36,758.41	352	125,186	88,427.59

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	70,417.00	439	16,041	70,417.00	439	192,500	122,083.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	70,417.00	439	16,041	70,417.00	439	192,500	122,083.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		12,844	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		10,895	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		23,739	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	2,875.94	46	6,250	2,875.94	46	75,000	72,124.06
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	1,000.00	17	6,047	1,000.00	17	72,568	71,568.00
90 03	CODE ENF ABATE/DEMO REV	6,250	4,455.00	71	6,250	4,455.00	71	75,000	70,545.00
90 04	MISC. POLICE REVENUES	0	20.35		0	20.35		0	20.35-
90 05	INVESTIGATIVE COSTS REIM	4,775	2,840.62	60	4,775	2,840.62	60	57,300	54,459.38
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		416	.00		5,000	5,000.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 09	PROPERTY REGISTRATION	625	.00		625	.00		7,500	7,500.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	11,191.91	46	24,363	11,191.91	46	292,368	281,176.09
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	24,363	11,191.91	46	24,363	11,191.91	46	292,368	281,176.09
360 ***	MISCELLANEOUS REVENUES	78,741	130,545.59	166	78,741	130,545.59	166	944,938	814,392.41
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	26,662.78	606	4,401	26,662.78	606	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,401	26,662.78	606	4,401	26,662.78	606	52,820	26,157.22
381 **	INTERFUND TRANSFER	4,401	26,662.78	606	4,401	26,662.78	606	52,820	26,157.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	590,999	590,999.00	100	7,091,990	6,500,991.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	107,675	107,676.00	100	1,292,109	1,184,433.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	698,674	698,675.00	100	8,384,099	7,685,424.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	698,674	698,675.00	100	8,384,099	7,685,424.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		16,292	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		16,292	.00		195,509	195,509.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	693,451	.00		693,451	.00		8,321,414	8,321,414.00
99 *	BALANCE FORWARD	693,451	.00		693,451	.00		8,321,414	8,321,414.00
389 **	NON OPERATING SOURCES	709,743	.00		709,743	.00		8,516,923	8,516,923.00
380 ***	OTHER SOURCES(NON-REV)	1,412,818	725,337.78	51	1,412,818	725,337.78	51	16,953,842	16,228,504.22
FUND TOTAL	GENERAL FUND	3,602,504	1,863,279.78	52	3,602,504	1,863,279.78	52	43,230,511	41,367,231.22

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2628	2550.00	97	2628	2550.00	97	.00	31542	28992.00	8
11 **	EXECUTIVE SALARIES	2628	2550.00	97	2628	2550.00	97	.00	31542	28992.00	8
12-00	REGULAR SALARIES & WAGES	1008209	629953.38	63	1008209	629953.38	63	.00	12098630	11468676.62	5
12-06	SALARIES/CONTRACTUAL	1929	6570.00	341	1929	6570.00	341	.00	23150	16580.00	28
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	336	30648.77	9122	336	30648.77	9122	.00	4039	26609.77-	759
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1010474	667172.15	66	1010474	667172.15	66	.00	12125819	11458646.85	6
13-00	OTHER SALARIES & WAGES	79086	41528.89	53	79086	41528.89	53	.00	949081	907552.11	4
13 **	OTHER SALARIES & WAGES	79086	41528.89	53	79086	41528.89	53	.00	949081	907552.11	4
14-00	OVERTIME	31036	22461.53	72	31036	22461.53	72	.00	372530	350068.47	6
14-01	COMP TIME	833	.00	0	833	.00	0	.00	10000	10000.00	0
14 **	OVERTIME	31869	22461.53	71	31869	22461.53	71	.00	382530	360068.47	6
15-00	SPECIAL PAY	29382	15103.04	51	29382	15103.04	51	.00	352589	337485.96	4
15 **	SPECIAL PAY	29382	15103.04	51	29382	15103.04	51	.00	352589	337485.96	4
20-00	STATE GOVT	1659	3600.00	217	1659	3600.00	217	.00	19935	16335.00	18
20 **	STATE GOVT	1659	3600.00	217	1659	3600.00	217	.00	19935	16335.00	18
21-00	FICA TAXES	84453	55434.21	66	84453	55434.21	66	.00	1013570	958135.79	6
21 **	FICA TAXES	84453	55434.21	66	84453	55434.21	66	.00	1013570	958135.79	6
22-00	RETIREMENT CONTRIBUTIONS	84770	38575.32	46	84770	38575.32	46	.00	1017330	978754.68	4
22-01	LICENSED POLICE/FIRE	196119	131904.64	67	196119	131904.64	67	.00	2353438	2221533.36	6
22-02	STATE CONTRIBUTIONS	34430	.00	0	34430	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	774.96	67	1153	774.96	67	.00	13837	13062.04	6

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	316472	171254.92	54	316472	171254.92	54	.00	3669489	3498234.08	5
23-00	LIFE/HEALTH INSURANCE	323985	171529.24	53	323985	171529.24	53	.00	3887922	3716392.76	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323985	171529.24	53	323985	171529.24	53	.00	3887922	3716392.76	4
24-00	WORKER'S COMPENSATION	51193	35823.30	70	51193	35823.30	70	.00	614430	578606.70	6
24 **	WORKER'S COMPENSATION	51193	35823.30	70	51193	35823.30	70	.00	614430	578606.70	6
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	14440.00	72	20180	14440.00	72	.00	242160	227720.00	6
27 **	CAFETERIA PLAN	20180	14440.00	72	20180	14440.00	72	.00	242160	227720.00	6
31-00	PROFESSIONAL SERVICES	38513	3367.80	9	38513	3367.80	9	94552.45	462192	364271.75	21
31-01	LEGAL FEES	34660	23874.03	69	34660	23874.03	69	31125.97	415921	360921.00	13
31-02	MEDICAL SERVICES	3525	.00	0	3525	.00	0	11628.43	42310	30681.57	28
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	1125	.00	0	13500.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	.00	0	14962	.00	0	.00	179550	179550.00	0
31 **	PROFESSIONAL SERVICES	92785	27241.83	29	92785	27241.83	29	150806.85	1113473	935424.32	16
32-00	ACCOUNTING & AUDITING	3333	6750.00	203	3333	6750.00	203	33250.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	6750.00	203	3333	6750.00	203	33250.00	40000	.00	100
34-00	CONTRACT SERVICES	84836	65913.66	78	84836	65913.66	78	478499.42	1018096	473682.92	54
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	155000	.00	0	155000	.00	0	.00	1860000	1860000.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	5000	.00	0	5000	.00	0	.00	60000	60000.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34 **	CONTRACT SERVICES	244836	65913.66	27	244836	65913.66	27	478499.42	2938096	2393682.92	19
39-00	CONTINGENCY	41516	.00	0	41516	.00	0	.00	498192	498192.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	41516	.00	0	41516	.00	0	.00	498192	498192.00	0
40-00	TRAVEL & PER DIEM	5235	452.00	9	5235	452.00	9	.00	62905	62453.00	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	452.00	9	5235	452.00	9	.00	62905	62453.00	1
41-00	COMMUNICATION	17458	10325.63	59	17458	10325.63	59	141309.62	209542	57906.75	72
41 **	COMMUNICATION	17458	10325.63	59	17458	10325.63	59	141309.62	209542	57906.75	72
42-00	POSTAGE & FREIGHT	36036	2593.16	7	36036	2593.16	7	1767.12	432538	428177.72	1
42 **	POSTAGE & FREIGHT	36036	2593.16	7	36036	2593.16	7	1767.12	432538	428177.72	1
43-00	ELECTRIC/WATER/SEWER	58553	4950.16	9	58553	4950.16	9	227100.00	702666	470615.84	33
43 **	ELECTRIC/WATER/SEWER	58553	4950.16	9	58553	4950.16	9	227100.00	702666	470615.84	33
44-00	RENTALS AND LEASES	12805	7661.93	60	12805	7661.93	60	99712.31	153705	46330.76	70
44 **	RENTALS AND LEASES	12805	7661.93	60	12805	7661.93	60	99712.31	153705	46330.76	70
45-00	INSURANCE	35993	6770.25	19	35993	6770.25	19	.00	431976	425205.75	2
45 **	INSURANCE	35993	6770.25	19	35993	6770.25	19	.00	431976	425205.75	2
46-00	REPAIRS & MAINTENANCE	92521	103277.46	112	92521	103277.46	112	193391.35	1110298	813629.19	27
46-02	REPAIR/MAINT BUILDING	22133	.00	0	22133	.00	0	43770.00	265597	221827.00	17
46-03	REPAIR/MAINT-VEHICLES	19329	.00	0	19329	.00	0	4685.74	232015	227329.26	2
46-05	HYDRANT FEES	16894	17459.28	103	16894	17459.28	103	.00	202734	185274.72	9

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	150877	120736.74	80	150877	120736.74	80	241847.09	1810644	1448060.17	20
47-00	PRINTING & BINDING	12227	1807.80	15	12227	1807.80	15	.00	146787	144979.20	1
47 **	PRINTING & BINDING	12227	1807.80	15	12227	1807.80	15	.00	146787	144979.20	1
48-00	PROMOTIONAL ACTIVITIES	3095	500.00	16	3095	500.00	16	1310.00	37170	35360.00	5
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	833	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3928	500.00	13	3928	500.00	13	1310.00	47170	45360.00	4
49-00	OTHER CHARGES & OBLIG.	18439	6833.10	37	18439	6833.10	37	7667.00	221329	206828.90	7
49-02	ADVERTISING	68	.00	0	68	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	1250	.00	0	.00	15000	15000.00	0
49-07	BAD DEBT EXPENSE	12499	5552.57-	44-	12499	5552.57-	44-	.00	150000	155552.57	4-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	33922	1280.53	4	33922	1280.53	4	7667.00	407154	398206.47	2
52-00	OPERATING SUPPLIES	69642	20556.21	30	69642	20556.21	30	139210.71	835850	676083.08	19
52-02	UNIFORMS	1727	.00	0	1727	.00	0	13000.00	20730	7730.00	63
52-05	EMS 1st RESP-CONSUM SUPP	3540	2233.74	63	3540	2233.74	63	14845.86	42481	25401.40	40
52-07	JANITORIAL SUPPLIES	2513	1976.74	79	2513	1976.74	79	2210.00	30186	25999.26	14
52-10	HEATING FUEL	205	228.72	112	205	228.72	112	2051.28	2460	180.00	93
52-30	FUEL, OIL, & LUBRICANTS	21621	.00	0	21621	.00	0	.00	259511	259511.00	0
52-33	EMPLOYEE HEALTH CENTER	7600	.00	0	7600	.00	0	.00	91200	91200.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	106848	24995.41	23	106848	24995.41	23	171317.85	1282418	1086104.74	15
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	1250	.00	0	.00	15000	15000.00	0
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	1250	.00	0	.00	15000	15000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	5436	5125.00	94	5436	5125.00	94	3334.50	65343	56883.50	13
54 **	MEMBERSHIP/PUBLICATIONS	5436	5125.00	94	5436	5125.00	94	3334.50	65343	56883.50	13
55-00	TRAINING	9211	7940.00	86	9211	7940.00	86	.00	110640	102700.00	7
55-01	EDA PROGRAM	833	.00	0	833	.00	0	.00	10000	10000.00	0
55 **	TRAINING	10044	7940.00	79	10044	7940.00	79	.00	120640	112700.00	7
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	42432	.00	0	42432	.00	0	576316.50	509183	67133.50-	113
63 **	INFRASTRUCTURE	42432	.00	0	42432	.00	0	576316.50	509183	67133.50-	113
64-00	MACHINERY AND EQUIPMENT	55175	.00	0	55175	.00	0	96897.43	662149	565251.57	15
64-01	JAG GRANT	2073	.00	0	2073	.00	0	21000.00	24879	3879.00	84
64-15	IT HARDWARE	12983	.00	0	12983	.00	0	.00	155834	155834.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY AND EQUIPMENT	70231	.00	0	70231	.00	0	117897.43	842862	724964.57	14
68-10	SFTWR & OTHER INTANGIBLES	2697	.00	0	2697	.00	0	.00	32379	32379.00	0
68 **	INTANGIBLE ASSETS	2697	.00	0	2697	.00	0	.00	32379	32379.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	83415	.00	0	.00	1000984	1000984.00	0
81 **	AIDS TO GOVT AGENCY	83415	.00	0	83415	.00	0	.00	1000984	1000984.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7972	.00	0	7972	.00	0	.00	95673	95673.00	0
83 **	OTHER GRANTS AND AIDS	7972	.00	0	7972	.00	0	.00	95673	95673.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	19405	.00	0	19405	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	293750	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	143270	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	125000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	581425	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3613051	1495941.38	41	3613051	1495941.38	41	2252135.69	43230511	39482433.93	9
GRAND	TOTAL *********										
		3613051	1495941.38	41	3613051	1495941.38	41	2252135.69	43230511	39482433.93	9



FY 2019 Budget by Classification Report - Summary Listing

Through 10/31/18

Target for October is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 322,800	$ 1,753,189	16%
CHARGES FOR SERVICES	$ 57,603,822		$ 5,125,360	$ 52,478,462	9%
MISCELLANEOUS	$ 225,039		$ 313,199	$ (88,160)	139%
OTHER SOURCES (NON-REVENUE)	$ 29,875,918		$ 469,661	$ 29,406,257	2%
REVENUE TOTALS	**$ 89,780,768**	-	**$ 6,231,021**	**$ 83,549,747**	**7%**
				$ 30,014,684	
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,107	$ -	$ 771,370	$ 14,199,737	5%
OPERATING EXPENDITURES	$ 24,850,875	$ 8,041,536	$ 1,332,483	$ 15,476,856	38%
CAPITAL OUTLAY	$ 30,378,958	$ 4,434,706	$ 7,558	$ 25,936,694	15%
GRANTS, AIDS AND OTHER	$ 19,579,828	$ -	$ 7,378,703	$ 12,201,125	38%
EXPENSE TOTALS	**$ 89,780,768**	**$ 12,476,242**	**$ 9,490,114**	**$ 67,814,412**	24%
REVENUE TOTALS	**$ 89,780,768**	**$ -**	**$ 6,231,021**	**$ 83,549,747**	**7%**
EXPENSE TOTALS	**$ 89,780,768**	**$ 12,476,242**	**$ 9,490,114**	**$ 67,814,412**	**24%**
	$ -	**$ (12,476,242)**	**$ (3,259,093)**	**$ 15,735,335**	

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	169,850.00	213	79,910	169,850.00	213	958,928	789,078.00
03 11	WATER - COMMERCIAL	83,172	152,950.00	184	83,172	152,950.00	184	998,067	845,117.00
03 20	SEWER - RESIDENTIAL	892	.00		892	.00		10,710	10,710.00
03 21	SEWER - COMMERCIAL	9,023	.00		9,023	.00		108,284	108,284.00
03 *	IMPACT FEES	172,997	322,800.00	187	172,997	322,800.00	187	2,075,989	1,753,189.00
324 **	IMPACT FEES	172,997	322,800.00	187	172,997	322,800.00	187	2,075,989	1,753,189.00
320 ***	OTHER PERMITS & FEES	172,997	322,800.00	187	172,997	322,800.00	187	2,075,989	1,753,189.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,271,805.20	105	4,061,080	4,271,805.20	105	48,732,963	44,461,157.80
33 00	WATER CONNECTION FEE	20,000	60,749.93	304	20,000	60,749.93	304	240,000	179,250.07
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	60,749.93	304	20,000	60,749.93	304	240,000	179,250.07
36 00	WATER HYDRANT FEES	226,051	273,169.66	121	226,051	273,169.66	121	2,712,623	2,439,453.34
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	400.00	301	133	400.00	301	1,600	1,200.00
39 07	BACKFLOW DEVICE TEST	12,083	15,902.12	132	12,083	15,902.12	132	145,000	129,097.88
39 08	JUMPER METERS	58	100.00	172	58	100.00	172	700	600.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	5,400.00	540	1,000	5,400.00	540	12,000	6,600.00
39 10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	41	105.42	257	500	394.58
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	21,907.54	165	13,315	21,907.54	165	159,800	137,892.46
51 00	SEWER SALES	449,347	464,582.16	103	449,347	464,582.16	103	5,392,166	4,927,583.84
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	464,582.16	103	449,347	464,582.16	103	5,392,166	4,927,583.84
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	698.61	135	516	698.61	135	6,200	5,501.39
60 00	REUSE WATER	29,422	31,058.12	106	29,422	31,058.12	106	353,070	322,011.88
60 01	REUSE WATER INSTALLATION	583	1,388.78	238	583	1,388.78	238	7,000	5,611.22
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	32,446.90	108	30,005	32,446.90	108	360,070	327,623.10
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,125,360.00	107	4,800,314	5,125,360.00	107	57,603,822	52,478,462.00
340 ***	CHARGES FOR SERVICES	4,800,314	5,125,360.00	107	4,800,314	5,125,360.00	107	57,603,822	52,478,462.00
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	13,228	28,522.18	216	13,228	28,522.18	216	158,739	130,216.82
10 10	SBA	0	.23		0	.23		0	.23-
10 *	INTEREST	13,228	28,522.41	216	13,228	28,522.41	216	158,739	130,216.59
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	1,644.54-		0	1,644.54-		0	1,644.54
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	13,228	26,877.87	203	13,228	26,877.87	203	158,739	131,861.13

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	1,300.00	1204	108	1,300.00	1204	1,300	.00
362 **	RENT AND ROYALTIES	108	1,300.00	1204	108	1,300.00	1204	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	285,021.59	8552	3,333	285,021.59	8552	40,000	245,021.59-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	285,021.59	8552	3,333	285,021.59	8552	40,000	245,021.59-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	285,021.59	8552	3,333	285,021.59	8552	40,000	245,021.59-
360 ***	MISCELLANEOUS REVENUES	18,752	313,199.46	1670	18,752	313,199.46	1670	225,039	88,160.46-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	350,057.34		0	350,057.34		0	350,057.34-
91 26	WS CPTL PROJ 2018B (426)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	350,057.34		0	350,057.34		0	350,057.34-
381 **	INTERFUND TRANSFER	0	350,057.34		0	350,057.34		0	350,057.34-

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	.00		0	.00
82 00	CONTRIBUTION S MAINLAND	0	28,859.35		0	28,859.35		0	28,859.35-
83 00	CONTRIBUTION VIERA	0	90,744.57		0	90,744.57		0	90,744.57-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	90,744.57		0	90,744.57		0	90,744.57-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,489,659	.00		2,489,659	.00		29,875,918	29,875,918.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,489,659	.00		2,489,659	.00		29,875,918	29,875,918.00
389 **	NON OPERATING SOURCES	2,489,659	119,603.92	5	2,489,659	119,603.92	5	29,875,918	29,756,314.08
380 ***	OTHER SOURCES(NON-REV)	2,489,659	469,661.26	19	2,489,659	469,661.26	19	29,875,918	29,406,256.74
FUND TOTAL	WATER/SEWER ENTERPRISE	7,481,722	6,231,020.72	83	7,481,722	6,231,020.72	83	89,780,768	83,549,747.28

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	460456.03	63	730972	460456.03	63	.00	8771707	8311250.97	5
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	33.83	0	0	33.83	0	.00	0	33.83-	0
12 **	REGULAR SALARIES & WAGES	730972	460489.86	63	730972	460489.86	63	.00	8771707	8311217.14	5
13-00	OTHER SALARIES & WAGES	46050	24042.62	52	46050	24042.62	52	.00	552632	528589.38	4
13 **	OTHER SALARIES & WAGES	46050	24042.62	52	46050	24042.62	52	.00	552632	528589.38	4
14-00	OVERTIME	40229	29962.94	75	40229	29962.94	75	.00	482784	452821.06	6
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	29962.94	75	40229	29962.94	75	.00	482784	452821.06	6
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1392	120.00	9	1392	120.00	9	.00	16725	16605.00	1
20 **	CLOTHING/SHOE ALLOWANCE	1392	120.00	9	1392	120.00	9	.00	16725	16605.00	1
21-00	FICA TAXES	60337	37898.12	63	60337	37898.12	63	.00	724098	686199.88	5
21 **	FICA TAXES	60337	37898.12	63	60337	37898.12	63	.00	724098	686199.88	5
22-00	RETIREMENT CONTRIBUTIONS	78992	45869.67	58	78992	45869.67	58	.00	947929	902059.33	5
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	45869.67	58	78992	45869.67	58	.00	947929	902059.33	5
23-00	LIFE/HEALTH INSURANCE	215001	119904.39	56	215001	119904.39	56	.00	2580051	2460146.61	5
23-02	LIFE/HEALTH RETIREES	19783	15079.84	76	19783	15079.84	76	.00	237406	222326.16	6
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	134984.23	58	234784	134984.23	58	.00	2817457	2682472.77	5
24-00	WORKER'S COMPENSATION	41496	29702.31	72	41496	29702.31	72	.00	497975	468272.69	6

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	29702.31	72	41496	29702.31	72	.00	497975	468272.69	6
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12900	8300.00	64	12900	8300.00	64	.00	154800	146500.00	5
27 **	CAFETERIA PLAN	12900	8300.00	64	12900	8300.00	64	.00	154800	146500.00	5
31-00	PROFESSIONAL SERVICES	32656	2068.00	6	32656	2068.00	6	159320.75	391899	230510.25	41
31-01	LEGAL EXPENSES	6666	.00	0	6666	.00	0	.00	80000	80000.00	0
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	35082	.00	0	35082	.00	0	250432.00	421000	170568.00	60
31-33	EMPLOYEE HEALTH CENTER	10762	.00	0	10762	.00	0	.00	129150	129150.00	0
31 **	PROFESSIONAL SERVICES	85166	2068.00	2	85166	2068.00	2	409752.75	1022049	610228.25	40
32-00	ACCOUNTING & AUDITING	3333	6750.00	203	3333	6750.00	203	33250.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	6750.00	203	3333	6750.00	203	33250.00	40000	.00	100
34-00	CONTRACT SERVICES	113111	17512.42	16	113111	17512.42	16	176138.26	1357375	1163724.32	14
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	475140	475141.00	100	.00	5701690	5226549.00	8
34 **	CONTRACT SERVICES	588251	492653.42	84	588251	492653.42	84	176138.26	7059065	6390273.32	10
39-00	CONTINGENCY	120937	.00	0	120937	.00	0	.00	1451261	1451261.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	120937	.00	0	120937	.00	0	.00	1451261	1451261.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	2583	.00	0	.00	31041	31041.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	.00	0	2583	.00	0	.00	31041	31041.00	0
41-00	COMMUNICATION	9979	1628.49	16	9979	1628.49	16	51629.43	119773	66515.08	45
41 **	COMMUNICATION	9979	1628.49	16	9979	1628.49	16	51629.43	119773	66515.08	45
42-00	FREIGHT & POSTAGE SERVICE	3118	360.58	12	3118	360.58	12	4848.44	37449	32239.98	14
42 **	FREIGHT & POSTAGE SERVICE	3118	360.58	12	3118	360.58	12	4848.44	37449	32239.98	14
43-00	ELECTRIC/WATER/SEWER	188983	8182.83	4	188983	8182.83	4	1949979.87	2267816	309653.30	86
43 **	ELECTRIC/WATER/SEWER	188983	8182.83	4	188983	8182.83	4	1949979.87	2267816	309653.30	86
44-00	RENTAL AND LEASES	2744	.00	0	2744	.00	0	1350.00	32950	31600.00	4
44 **	RENTAL AND LEASES	2744	.00	0	2744	.00	0	1350.00	32950	31600.00	4
45-00	INSURANCE	35632	7239.75	20	35632	7239.75	20	.00	427618	420378.25	2
45 **	INSURANCE	35632	7239.75	20	35632	7239.75	20	.00	427618	420378.25	2
46-00	REPAIRS & MAINTENANCE	527500	587080.30	111	527500	587080.30	111	1575905.93	6330024	4167037.77	34
46-02	REPAIR/MAINT BUILDING	35518	.00	0	35518	.00	0	.00	426233	426233.00	0
46-03	REPAIR/MAINT-VEHICLES	15803	.00	0	15803	.00	0	12247.83	189681	177433.17	7
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	578821	587080.30	101	578821	587080.30	101	1588153.76	6945938	4770703.94	31
47-00	PRINTING & BINDING	591	.00	0	591	.00	0	3073.08	7130	4056.92	43
47 **	PRINTING & BINDING	591	.00	0	591	.00	0	3073.08	7130	4056.92	43
48-00	PROMOTIONAL ACTIVITIES	1666	1350.00	81	1666	1350.00	81	.00	20000	18650.00	7
48 **	PROMOTIONAL ACTIVITIES	1666	1350.00	81	1666	1350.00	81	.00	20000	18650.00	7
49-00	OTHER CHARGES & OBLIG.	3309	918.51	28	3309	918.51	28	2250.00	39755	36586.49	8
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	9440.20-	65-	14583	9440.20-	65-	.00	175000	184440.20	5-
49-08	CASH OVER & UNDER	25	5.00-	20-	25	5.00-	20-	.00	300	305.00	2-
49-09	DOCUMENT RECORDING CHGS	250	540.00-	216-	250	540.00-	216-	.00	3000	3540.00	18-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	9066.69-	50-	18167	9066.69-	50-	2250.00	218055	224871.69	3-
52-00	OPERATING SUPPLIES	56858	84293.89	148	56858	84293.89	148	117282.06	682330	480754.05	30
52-07	JANITORIAL SUPPLIES	852	558.07	66	852	558.07	66	.00	10240	9681.93	5
52-09	CHEMICALS	323863	134364.88	42	323863	134364.88	42	3675994.12	3886360	76001.00	98
52-30	FUEL OIL & LUBRICANTS	26611	27.50	0	26611	27.50	0	27.50-	319370	319370.00	0
52-33	EMPLOYEE HEALTH CENTER	5466	.00	0	5466	.00	0	.00	65600	65600.00	0
52 **	OPERATING SUPPLIES	413650	219244.34	53	413650	219244.34	53	3793248.68	4963900	951406.98	81
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	.00	45000	45000.00	0
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	.00	45000	45000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3083	9692.00	314	3083	9692.00	314	19828.00	37026	7506.00	80
54 **	MEMBERSHIP/PUBLICATIONS	3083	9692.00	314	3083	9692.00	314	19828.00	37026	7506.00	80
55-00	TRAINING	9772	5300.00	54	9772	5300.00	54	8034.03	117304	103969.97	11
55-01	EDA PROGRAM	625	.00	0	625	.00	0	.00	7500	7500.00	0
55 **	TRAINING	10397	5300.00	51	10397	5300.00	51	8034.03	124804	111469.97	11
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	5416	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	5416	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2430108	7558.44	0	2430108	7558.44	0	4353938.62	29161312	24799814.94	15
63 **	INFRASTRUCTURE	2430108	7558.44	0	2430108	7558.44	0	4353938.62	29161312	24799814.94	15
64-00	MACHINERY & EQUIPMENT	72403	.00	0	72403	.00	0	45650.00	868863	823213.00	5

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 421	WATER/SEWER ENTERPRISE										
64-15	IT HARDWARE	2813	.00	0	2813	.00	0	.00	33783	33783.00	0
64 **	MACHINERY & EQUIPMENT	75216	.00	0	75216	.00	0	45650.00	902646	856996.00	5
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	20833	.00	0	20833	.00	0	35117.31	250000	214882.69	14
68 **	INTANGIBLE ASSETS	20833	.00	0	20833	.00	0	35117.31	250000	214882.69	14
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	403434.32	0	0	403434.32	0	.00	0	403434.32-	0
73 **	OTHER DEBT SERVICE COST	0	403434.32	0	0	403434.32	0	.00	0	403434.32-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	590999	590999.00	100	.00	7091990	6500991.00	8
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	6276594.08	673	932894	6276594.08	673	.00	11194729	4918134.92	56
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1523893	6867593.08	451	1523893	6867593.08	451	.00	18286719	11419125.92	38
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	107675	107676.00	100	.00	1292109	1184433.00	8
95 **	NONOPERATING	107675	107676.00	100	107675	107676.00	100	.00	1292109	1184433.00	8
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	7481641	9490114.61	127	7481641	9490114.61	127	12476242.23	89780768	67814411.16	25

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
GRAND TOTAL *********		7481641	9490114.61	127	7481641	9490114.61	127	12476242.23	89780768	67814411.16	25

FY 2019 Budget by Classification Report - Summary Listing

Through 10/31/18

Target for October is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 196,169	$ 1,283,542	13%
MISCELLANEOUS	$ 23,856		$ 305	$ 23,551	1%
OTHER SOURCES (NON-REVENUE)	$ 212,008		$ -	$ 212,008	0%
REVENUE TOTALS	**$ 1,715,574**	**-**	**$ 196,474**	**$ 1,519,100**	**11%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 28,289	$ 679,171	4%
OPERATING EXPENDITURES	$ 388,114	$ 40,034	$ 8,680	$ 339,400	13%
CAPITAL OUTLAY	$ 620,000	$ 6,961	$ -	$ 613,039	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 1,715,574**	**$ 46,995**	**$ 36,969**	**$ 1,631,610**	**5%**
REVENUE TOTALS	**$ 1,715,574**	**$ -**	**$ 196,474**	**$ 1,519,100**	**11%**
EXPENSE TOTALS	**$ 1,715,574**	**$ 46,995**	**$ 36,969**	**$ 1,631,610**	**5%**
	$ -	**$ (46,995)**	**$ 159,505**	**$ (112,510)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		1,738	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		1,738	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		1,738	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	196,168.50	159	123,309	196,168.50	159	1,479,710	1,283,541.50
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	196,168.50	159	123,309	196,168.50	159	1,479,710	1,283,541.50
343 **	PHYSICAL ENVIRONMENT	123,309	196,168.50	159	123,309	196,168.50	159	1,479,710	1,283,541.50
340 ***	CHARGES FOR SERVICES	123,309	196,168.50	159	123,309	196,168.50	159	1,479,710	1,283,541.50
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	416.00	166	250	416.00	166	3,000	2,584.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	416.00	166	250	416.00	166	3,000	2,584.00
20 00	DIVIDENDS	0	7.81		0	7.81		0	7.81-
38 00	NET INC/DEC-FMV INVESTMNT	0	118.74-		0	118.74-		0	118.74
361 **	INTEREST AND OTHR EARNING	250	305.07	122	250	305.07	122	3,000	2,694.93
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	305.07	122	250	305.07	122	3,000	2,694.93
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		19,405	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		19,405	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		19,405	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,738-	.00		1,738-	.00		20,856-	20,856.00-
99 *	BALANCE FORWARD	1,738-	.00		1,738-	.00		20,856-	20,856.00-
389 **	NON OPERATING SOURCES	1,738-	.00		1,738-	.00		20,856-	20,856.00-
380 ***	OTHER SOURCES(NON-REV)	17,667	.00		17,667	.00		212,008	212,008.00
FUND TOTAL	STORMWATER UTILITY	142,964	196,473.57	137	142,964	196,473.57	137	1,715,574	1,519,100.43

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33154	14813.87	45	33154	14813.87	45	.00	397853	383039.13	4
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	14813.87	45	33154	14813.87	45	.00	397853	383039.13	4
13-00	OTHER SALARIES & WAGES	3674	2515.65	69	3674	2515.65	69	.00	44089	41573.35	6
13 **	OTHER SALARIES & WAGES	3674	2515.65	69	3674	2515.65	69	.00	44089	41573.35	6
14-00	OVERTIME	416	221.25	53	416	221.25	53	.00	5000	4778.75	4
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	221.25	53	416	221.25	53	.00	5000	4778.75	4
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
21-00	FICA TAXES	2635	1256.11	48	2635	1256.11	48	.00	31629	30372.89	4
21 **	FICA TAXES	2635	1256.11	48	2635	1256.11	48	.00	31629	30372.89	4
22-00	RETIREMENT CONTRIBUTIONS	3483	1708.99	49	3483	1708.99	49	.00	41798	40089.01	4
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	1708.99	49	3483	1708.99	49	.00	41798	40089.01	4
23-00	LIFE/HEALTH INSURANCE	10071	4410.39	44	10071	4410.39	44	.00	120858	116447.61	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	4410.39	44	10071	4410.39	44	.00	120858	116447.61	4
24-00	WORKER'S COMPENSATION	4833	3002.69	62	4833	3002.69	62	.00	58003	55000.31	5
24 **	WORKER'S COMPENSATION	4833	3002.69	62	4833	3002.69	62	.00	58003	55000.31	5

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	640	360.00	56	640	360.00	56	.00	7680	7320.00	5
27 **	CAFETERIA PLAN	640	360.00	56	640	360.00	56	.00	7680	7320.00	5
31-00	PROFESSIONAL SERVICES	9277	.00	0	9277	.00	0	4994.00	111334	106340.00	5
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	.00	0	525	.00	0	.00	6300	6300.00	0
31 **	PROFESSIONAL SERVICES	9843	.00	0	9843	.00	0	4994.00	118134	113140.00	4
34-00	CONTRACT SERVICES	600	.00	0	600	.00	0	5000.00	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	7861	7862.00	100	.00	94343	86481.00	8
34 **	CONTRACT SERVICES	8461	7862.00	93	8461	7862.00	93	5000.00	101543	88681.00	13
39-00	CONTINGENCY	555	.00	0	555	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	555	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	400	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	400	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	102	.00	0	102	.00	0	1224.00	1224	.00	100
41 **	COMMUNICATION	102	.00	0	102	.00	0	1224.00	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	62	.00	0	.00	750	750.00	0
42 **	POSTAGE & FREIGHT	62	.00	0	62	.00	0	.00	750	750.00	0
43-00	ELECTRIC/WATER/SEWER	1416	214.41	15	1416	214.41	15	16000.00	17000	785.59	95
43 **	ELECTRIC/WATER/SEWER	1416	214.41	15	1416	214.41	15	16000.00	17000	785.59	95
44-00	RENTALS AND LEASES	416	.00	0	416	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	416	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	.00	0	412	.00	0	.00	4954	4954.00	0
45 **	INSURANCE	412	.00	0	412	.00	0	.00	4954	4954.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00 REPAIRS & MAINTENANCE	3125	584.56	19	3125	584.56	19	.00	37500	36915.44	2
46-02 REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03 REPAIR/MAINT-VEHICLES	2597	.00	0	2597	.00	0	4707.45	31165	26457.55	15
46-15 INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 ** REPAIRS & MAINTENANCE	5722	584.56	10	5722	584.56	10	4707.45	68665	63372.99	8
47-00 PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
47 ** PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
49-00 OTHER CHARGES & OBLIG.	208	.00	0	208	.00	0	.00	2500	2500.00	0
49-07 BAD DEBT EXPENSE	833	541.15-	65-	833	541.15-	65-	.00	10000	10541.15	5-
49-15 OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 ** OTHER CHARGES & OBLIG.	1041	541.15-	52-	1041	541.15-	52-	.00	12500	13041.15	4-
52-00 OPERATING SUPPLIES	1178	560.49	48	1178	560.49	48	8108.81	14144	5474.70	61
52-07 JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30 FUEL OIL & LUBRICANTS	1911	.00	0	1911	.00	0	.00	22934	22934.00	0
52-33 EMPLOYEE HEALTH CENTER	266	.00	0	266	.00	0	.00	3200	3200.00	0
52 ** OPERATING SUPPLIES	3355	560.49	17	3355	560.49	17	8108.81	40278	31608.70	22
53-00 ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 ** ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00 MEMBERSHIP/PUBLICATIONS	91	.00	0	91	.00	0	.00	1100	1100.00	0
54 ** MEMBERSHIP/PUBLICATIONS	91	.00	0	91	.00	0	.00	1100	1100.00	0
55-00 TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
55 ** TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
59-00 DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 ** DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00 LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	51666	.00	0	51666	.00	0	6960.94	620000	613039.06	1
63 **	INFRASTRUCTURE	51666	.00	0	51666	.00	0	6960.94	620000	613039.06	1
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	142951	36969.26	26	142951	36969.26	26	46995.20	1715574	1631609.54	5
GRAND	TOTAL *********	142951	36969.26	26	142951	36969.26	26	46995.20	1715574	1631609.54	5

Legislation Details (With Text)

File #:	18-634	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2018			**In control:**	City Council
On agenda:	12/12/2018			**Final action:**	
Title:	Information on Waste Management Contract Services. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WM Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2018
Agenda Date: December 12, 2018
Prepared By: Cheryl Meisenzahl
Through: Everett Wegerif, P.E.
Requested Action:
Information on Waste Management Contract Services

BACKGROUND:

The City of Cocoa Council entered into an agreement with Waste Management (WM) for collection of waste within the City of Cocoa on January 1, 2007. This contract was renewed for a final renewal period that will expire on September 30, 2021. The current contract covers collection of refuse, recycling and green waste streams for residential customers and waste dumpster container service for commercial customers. Services not included are: commercial recycling, construction and demolition debris pick up and hazardous waste collection. Commercial green waste is not included with the commercial dumpster charge; however, the service is available upon request by the customer at an additional charge.

At the November 28th council meeting, a question was raised concerning collection of wood fencing waste. According to the franchise agreement and per Florida statute, a fence (or fence parts) constitutes “Construction and Demolition Waste” that is not included in regular curbside collection service. Residents may place small amounts of construction waste from do-it-yourself projects, such as small tiles, small amounts of drywall and small wood scraps, in their household waste container for pickup if the weight limit of the container of 50 pounds is not exceeded. Hazardous wastes, such as old paint or chemical containers, may not be placed in the container by law. Larger amounts of Construction and Demolition waste may be hauled to the landfill by the resident or their contractor, by arranging a pick-up by Waste Management, by ordering a roll-off container from Waste Management or other roll-off hauler permitted to do business with in the City of Cocoa, at the customer’s cost.

A copy of the City's contract with Waste Management is attached. Definition of Construction & Demolition Debris can be located in Item 2.15, page 3 of the Contract. The scope of work for Construction and Demolition Debris Service can be located in Item 4.7, pages 17 and 18 of the Contract.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On April 12, 2016, Council approved the second and final reading of Ordinance 05-2016: Final renewal of the Multi-Year Solid Waste Contract, with Modifications to Terms, with Waste Management for a period of five (5) Years.

RECOMMENDED MOTION:

Information on Waste Management Contract Services.

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Ordinance 39-2006 Exhibit A

CITY OF COCOA, FLORIDA



SOLID WASTE FRANCHISE AGREEMENT

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SOLID WASTE AGREEMENT THIS AGREEMENT made and entered into this day of , 2007, by and between the CITY OF COCOA, FLORIDA, a Florida , located at 603 Brevard Avenue (hereinafter "City") and WASTE MANAGEMENT, INC. OF FLORIDA located at 3303 Lake Drive, Cocoa, Florida, 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials from residents, businesses, and other entities within the municipal boundaries of the City of Cocoa; and

WHEREAS, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

1. Recitals.

The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Definitions.

The following words and phrases contained in this Agreement shall have the meaning ascribed in this section unless the context clearly indicates otherwise:

2.1. Authorized Representative:

Shall mean the City Manager or his designee who shall represent the City in the administration and supervision of the Agreement. The City Manager's designee, if any, shall be appointed in writing, and said appointment may be for the administration and supervision of this Agreement, in whole or in part.

2.2. Bio-hazardous Waste:

Shall mean any solid waste or liquid waste, which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease causing agents; used or contaminated disposable sharps (e.g. hypodermic needles, syringes, broken glass, and scalpel blades),

human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.

2.3. Biological Waste:

Shall mean solid waste that cause or has the capability of causing disease or infection and includes, but is not limited to, Bio-hazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

2.4. Bulk Trash:

Shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including: inoperative and discarded refrigerators, ranges, toilets, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar appliances, household goods, and furniture and shall not be commingled with vegetative waste. Bulk Trash shall also mean large vegetative waste that is unable to be placed into a Garbage Cart All tree limbs and branches must not exceed four feet in length. All waste that would otherwise meet the definition of Bulk Trash but for the fact that it is produced by a private contractor is not Bulk Trash and must be removed by the contractor or an additional collection fee will be charged.

2.5. City:

Shall mean the City of Cocoa, a Florida Municipal Corporation located in Brevard County, Florida, acting through its City Council or Authorized Representative.

2.6. City Council:

Shall mean the City Council of the City of Cocoa, Florida.

2.7. City Code or Code:

Shall mean the Code of Ordinances of the City of Cocoa, Florida.

2.8. Collection and Disposal Service:

Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor this Agreement to a designated facility or some other approved disposal facility.

2.9. Collection Equipment:

Shall mean any vehicle or equipment that is used by Contractor to perform the collection and disposal service required by this Agreement.

2.10. Collection Vehicle:

Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.

2.11. Collection Regulations:

Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.

2.12. Commercial Service:

Shall herein refer to the collection and disposal service provided to business establishments, churches, schools, multiple dwelling units, office buildings and other commercial establishments.

2.13. Commercial Trash:

Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other commercial establishments. Commercial trash shall not include special waste.

2.14. Complaint:

Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.

2.15. Construction and Demolition Debris:

Shall have the same meaning proscribed in 62-701.200(25), Florida Administrative Code, which at the effective date of this Agreement means:

Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote fro111 the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; effective January 1, 1997, except as provided in Section 403.707(13)(j), Florida Statutes, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps or pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the

construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

2.16. Contract or Agreement:

Shall mean this Contract, and any amendments and renewals from time to time, executed by the City and the Contractor for the performance of the collection and disposal services described herein.

2.17. Contractor or Franchisee:

Shall mean Waste Management, Inc. of Florida, and its directors, officers, employees, agents, contractors, and assigns.

2.18. CPI:

Shall mean the Consumer Price Index (1982-84=100) for the U.S. City average - all items - all urban customers - south, population less than 50,000, published by the United States Department of Labor, Department of Labor Statistics.

2.19. Customer:

Shall mean City and any person, establishment or entity who receives, is required to receive, or requests collection and disposal services within the service area.

2.20. Designated Facility:

Shall mean a disposal processing, recovery, recycling or transfer facility designated by the Authorized Representative.

2.21. Disposal Costs:

Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.

2.22. Dispute:

Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services. A dispute does not include a disagreement concerning an annual evaluation as provided in paragraph 9.3.

2.23. Franchise:

Shall mean an initial authorization or renewal thereof, voluntarily entered into by the Contractor and issued by the City, whether such authorization is referred to as a franchise permit, license, ordinance, resolution, agreement, contract or otherwise, which authorizes collection and disposal services within the service area. All Franchises shall be presumed to

be non-exclusive unless otherwise specifically authorized by City in writing. Any such authorization, in whatever form granted, shall not mean or include any franchise or permit required for the privilege of transacting and carrying on a business within the service area as required by other Code provisions and ordinances of the City.

2.24. Garbage:

Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.

2.25. Hazardous Waste:

Shall mean waste defined as hazardous waste pursuant to local, state, and federal law.

2.26. Household Trash:

Shall mean the accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, whole automobile tires (not to exceed an amount permitted by the designated facility), construction and demolition debris from "do-it-yourself' projects not to exceed two cubic yards per customer per collection, and all other accumulations of a similar nature other than garbage and vegetative waste, which are usual to house keeping, do- it-yourself home improvements, and home occupations (as defined by City Code).

2.27. Mechanical Container:

Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor.

2.28. Multiple Dwelling Units:

Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, and any mobile home park.

2.29. Performance and Payment Bond or Letter of Credit:

Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will perform the collection and disposal services in accordance with the terms of the Contract.

2.30. Recyclable Materials:

Shall mean newspapers (including inserts), magazines, phone books, junk mail, cereal boxes, milk containers, aluminum cans, plastic containers (HDPE and PET), brown, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

2.31. Recycling:

Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.

2.32. Recycling Container:

Shall mean a fourteen (14) gallon recycling bin used by residential customers and one or more ninety (96) gallon recycling center bins for commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service.

2.33. Refuse:

Shall mean commercial trash, household trash and garbage, or a combination or mixture thereof.

2.34. Refuse Container or Garbage Cart:

Shall mean a heavy plastic receptacle, with a rated capacity of not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, which is designed or intended to be used for automated or semi-automated collection. Refuse Containers/Garbage Carts will be provided by and distributed by the Contractor.

2.35. Roll-off Container:

Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The roll-off container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.

2.36. Residential:

Shall mean single-family detached homes and duplexes.

2.37. Residential Service:

Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.

2.38. Service Area:

Shall mean the area within the municipal boundaries of the City of Cocoa, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes, and the City of Cocoa Dyal Water Treatment Plant located in Orange County, Florida.

2.39. Sludge:

Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease traps, privies, or similar waste disposal appurtenances.

2.40. Solid Waste:

Shall mean bulk trash, refuse, vegetative waste, and recyclable materials or any combination thereof.

2.41. Special Waste:

Shall mean solid wastes that require special handling and management by Contractor, and which are not accepted at the designated facility or other disposal facility or which are accepted at the designated facility or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires which do not constitute household trash, used oil, lead-acid batteries, and bio-hazardous wastes.

2.42. Transfer:

Shall mean the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.

2.43. Vegetative Waste:

Shall mean any vegetative matter resulting from routine and normal yard and landscaping maintenance generated on site and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar vegetative matter usually produced in the care of lawns, landscaping and yards.

3. Grant of Franchise.

There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, is in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. In the event of any conflict or ambiguity hereunder as to whether a collection and disposal service is exclusively granted to Contractor, the conflict or ambiguity shall be construed as granting Contractor a non-exclusive franchise with respect to the collection and disposal service at issue. Nothing under this Division shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

4. Scope of Work.

It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this Agreement. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

4.1. General Requirements:

Contractor shall fully comply with the following:

A. **Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Council for a rate adjustment pursuant to paragraph 5.6 of this Agreement.

B. **Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, tracks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.

C. **Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its operations.

D. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall promptly clean up all spillage at its expense. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up spillage. In addition, Contractor shall promptly clean up all fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.

E. **Designated Facility.** All solid waste shall be hauled to a designated facility as directed in writing by the Authorized Representative and disposed of at those

facilities. At present such designated facility includes the Brevard County disposal facility.

F. **Holidays.** Contractor shall not provide collection and disposal service on Thanksgiving, Christmas or any date the County designates that its landfill shall be closed. Contractor shall inform the customers of any such variance in the collection schedules resulting from a holiday at least five (5) days prior to each holiday.

G. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Within said office, Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.

H. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste, which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.

I. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 6:00 A.M. or after 8:00 P.M., E.S.T., Monday through Saturday. No collection and disposal services shall occur on Sundays and holidays designated in paragraph 4.1 (F) unless authorized in writing by the Authorized Representative. Contractor may perform collection and disposal services in the Cocoa Village between the hours of *5:00* a.m. and 6:00 a.m., unless prohibited by the Authorized Representative.

J. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement and Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or subject property with a written notice containing a brief explanation why the container,

bundle, or pile was not collected and disposed of and promptly notify the Authorized Representative. The solid waste shall be collected and disposed of at the next regularly scheduled collection day, provided the solid waste is properly containerized, bundled, or piled.

K. **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor pursuant to paragraph 19.3(A) is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. Each party shall promptly notify the other of any new customers requesting collection and disposal services and any current customers terminating such services.

L. **Site Plan/Development Review.** City shall notify Contractor of pending site plan and development review applications in order to give Contractor an opportunity to comment during the review process on the placement of refuse or mechanical containers and the point of collection of solid waste.

4.2. Residential Service.

Contractor shall provide residential collection and disposal service to residential customers as follows:

A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within three (3) feet of curbside. In the event the customer and Contractor cannot agree upon an appropriate location, the Authorized Representative shall designate the location. For customers that are certified by a doctor as disabled and are unable to place household trash, garbage, or recyclable materials at the curb, collection shall be from the disabled customer's garage door or some other location acceptable to the customer, and the refuse container and recycling container shall be returned by Contractor to the garage door or other location reasonably convenient to customer.

C. **Containers and Preparation.**

1. **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and

garbage generated from residential customers, which has been properly prepared and stored in a Garbage Cart. Garbage and household trash shall be placed only in Garbage Carts. Bags, boxes and other items not placed in the cart will not be collected. Garbage must be bagged and tied before placing in the Garbage Cart. Garbage and household trash shall be segregated from vegetative waste. Vegetative waste must be placed in a separate cart for collection on its designated collection day as set forth below in Subsection 3.

2. **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers, which have been properly prepared and stored in a recycling container.

3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative waste generated from residential customers provided all leaves and pine needles, clippings, palm fronds and tree trimmings less than four feet in length shall be placed in the Garbage Cart. Vegetative waste placed in the Cart shall not be bagged. Only large tree branches and palm fronds cut to four feet in length that exceed the Garbage Carts' capacity shall be stacked at the curb for weekly bulk collection as set forth below in Subsection 4.

4. **Bulk Trash.** Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Tree limbs collected, as bulk trash shall be cut into lengths not exceeding four feet in length with a diameter of not greater than 6 inches. It shall be stacked in a unified manner at curbside. Non-Vegetative Bulk Trash shall be collected on request provided that the residential customer provides not less than 72 hours prior notice. Bulk Vegetative Waste shall not require customer call in and advanced notice; however, the residential customer may call in the request.

5. **Provision, Maintenance and Changes to Garbage Carts**. The Contractor shall be responsible for the purchase, distribution and repair of garbage carts that have been damaged by Contractor's actions. Contractor shall distribute up to one (1) 96 gallon and one (1) 64 gallon cart to each residential unit. Any change in the above cart distribution combination shall be at the customer's expense. Garbage carts will be distributed pursuant to a schedule mutually determined by City and Contractor; provided, however, the contractor shall complete the distribution of Garbage Carts by

January 15, 2007, unless the City agrees to extend the time period for good cause shown in writing. Contractor shall maintain, at all times, a sufficient number of Garbage Carts to ensure that all extra or replacement carts can be provided within five workdays upon notification by the City or the customer. Contractor shall distribute fully assembled garbage carts to new residential units that are added during the term of this contract. Garbage carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase additional Garbage Carts or change the combination of garbage carts for a charge of $70.00 per cart. Should a customer choose to remove one cart or redeliver such removed cart at a later date, a delivery fee of $25.00 will be charged for each delivery.

6. **Cart Placement**. The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than three (3) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than three (3) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage carts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage carts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage carts off paved streets where feasible. The Contractor shall not be responsible for articles not placed in garbage receptacles, or any other item placed in or about the designated service area.

4.3. Commercial Service.

Contractor shall provide commercial collection and disposal service to commercial customers as follows:

A. **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week.

B. **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

C. **Containers and Preparation.**

1. **Commercial Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage cart, mechanical container, roll-off container, or compactor under the following conditions:

   a. Customers shall be permitted to use refuse containers provided the amount of commercial trash and garbage per collection can be stored in one 96 gallon refuse container (based on twice a week service); additional 96 gallon containers may be rented for an additional fee; otherwise, customers shall elect to use one or more of the following: mechanical containers, compactor service, or roll-off containers.

   b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum number of refuse containers. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.

2. **Recyclable Materials.** Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If

requested, recyclable materials shall be properly prepared and stored in a recycling container.

3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such required by City. If requested, vegetative waste shall be containerized, prepared, and collected pursuant to paragraph 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared.

4.4. Multiple Dwelling Units.

Contractor shall provide collection and disposal service to multiple dwelling unit customers as follows:

A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

C. **Containers and Preparation.**

1. **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated by multiple dwelling units which has been prepared and stored in a refuse container, mechanical container, or compactor under the following conditions:

a. The multiple dwelling unit customer shall be permitted to use refuse containers provided the amount of household trash and garbage per collection can be stored in a maximum of one 96 gallon and one 64 gallon refuse container per unit; otherwise, customers shall be required to use mechanical containers or compactor service.

b. Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of refuse containers. Mechanical containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.

2. **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential multiple family dwelling unit customers which have been properly prepared and stored in a recycling container provided by Contractor or the City.

3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative materials generated from residential multiple family dwelling unit customers who specifically request such service or as required by City. Vegetative waste shall be containerized, prepared, and collected pursuant to paragraph 4.2(C) (3) of this Agreement.

4. **Bulk Trash.** Contractor shall be required to provide collection and disposal services for bulk trash generated from multiple dwelling unit customers regardless of whether it is containerized.

5. **Provision, Maintenance and Changes to Garbage Carts**. The Contractor shall be responsible for the purchase, distribution and repair of garbage carts that have been damaged by Contractor's actions. Contractor shall distribute up to one (1) 96 gallon and one (1) 64 gallon cart to each residential unit. Any change in the above cart distribution combination shall be at the customer's expense. Garbage carts will be distributed pursuant to a schedule mutually determined by City and Contractor; provided, however, the contractor shall complete the distribution of Garbage Carts by January 15, 2007, unless the City agrees to extend the time period for good cause shown in writing. Contractor shall maintain, at all times, a sufficient number of garbage carts to ensure that all extra or replacement carts can be provided within five work_days upon notification by the City or the customer. Contractor shall distribute fully assembled garbage carts to new residential units that are added during the term of this contract. Garbage carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current

cost of the cart. Customer may purchase additional garbage carts or change the combination of garbage carts for a charge of $70.00 per cart. Should a customer choose to remove one cart or redeliver such removed cart at a later date, a delivery fee of $25.00 will be charged for each delivery.

6. **Cart Placement.** The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than three (3) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than three (3) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage carts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage carts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage carts off paved streets where feasible. The Contractor shall not be responsible for articles not placed in garbage receptacles, or any other item placed in or about the designated service area.

4.5. City Controlled Property.

As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, vegetative waste, and recyclable materials generated by City, and properly containerized at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for all City sponsored special events (e.g. New Year's Eve, 4th of July, and Trash Bash), as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. Such collection and disposal services shall be at no charge or expense to City. This service excludes roll-off services, as roll-off service is not an exclusive franchise.

A. **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized

Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

C. **Containers and Preparation.**

1. **Refuse.** Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container or mechanical container as determined by the Authorized Representative. Contractor shall be required to provide the mechanical container at Contractor's expense.

2. **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling containers or other container mutually agreed to by the Authorized Representative and Contractor.

3. **Vegetative Waste.** Contractor shall be required to provide collection and disposal services for all vegetative waste generated by City provided the vegetative waste is containerized, prepared, and collected pursuant to paragraph 4.2(C)(3) of this Agreement. Notwithstanding, Contractor and City may mutually agree to some other method of preparation and storage for significant City projects, which generate significant amounts of vegetative waste.

4. **Bulk Trash.** Contractor shall be required to provide collection and disposal services for all bulk trash generated by City regardless of whether it is containerized.

4.6. Bio-hazardous, Biological, Hazardous, Sludge, and Special Waste.

Contractor shall not be responsible for collection and disposal services for bio-hazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement. However, to the extent qualified and licensed, Contractor may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Contractor shall directly bill such persons and entities for such services at a rate mutually agreed on between Contractor and such persons and entities.

4.7. Construction and Demolition Debris Service.

Contractor may provide collection and disposal service of construction and demolition debris to residential, multiple dwelling unit, and commercial customers as follows:

A. **Non-exclusive Right.** Contractor shall have the non-exclusive right to provide collection and disposal services for construction and demolition

debris utilizing roll-off containers, as that term is defined in paragraph 2.35 of this Agreement, or other appropriate containers. It is the intent and purpose of this Agreement to permit small haulers of construction and demolition debris to competitively operate within the service area. Contractor may compete with said small haulers by providing collection and disposal services for construction and demolition debris. Contractor shall directly bill such services at a rate mutually agreed on between Contractor and such person and entities receiving the services.

B. **Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing roll-off containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.

C. **Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor; provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.

D. **Containers and Preparation.** Contractor shall be required to provide one or more roll-off containers or other appropriate containers of a size and number mutually agreed to by Contractor and customer.

4.8. Code Enforcement.

Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code.

5. Rates & Charges: Contractor Compensation: Franchise Fee Billing.

5.1. Rates; Compensation to Contractor.

For collection and disposal services provided under this Agreement, City shall pay Contractor as follows:

A. **Residential Service.** For residential service provided pursuant to paragraph 4.2 of this Agreement, a monthly amount, per customer, equal to:

1.	Household trash, garbage, and bulk trash	$7.60
2.	Vegetative Waste	1.50

3.	Recyclable Materials	$1.50
	Total:	$10.60

B. **Commercial and Multiple Dwelling Mechanical and Cart Container Service.** For commercial and multiple dwelling mechanical container service provided pursuant to paragraphs 4.3 and 4.4 of this Agreement, a monthly amount equal to $4.23 per cubic yard (PCY) with the corresponding calculations and amounts set forth in **Exhibit "A"** which is attached hereto and fully incorporated herein by this reference. For commercial customers using the 96 gallon container, a monthly service fee of $22.00 will be charged per container based on twice a week pick up. For multi-dwelling family using the refuse container service, a rate of $7.60 per unit will be charged.

C. **Commercial Vegetative Waste Service.** For commercial vegetative waste service provided pursuant to paragraphs 4.3(C)(3), a fee equal to Ten and 70/100 Dollars ($10.70) per container, serviced one time per week, and shall be charged monthly. Containers used for commercial vegetative waste must be clearly annotated and identified as being a vegetative / green waste container only.

Multiple Dwelling Vegetative Waste Service. For multiple dwelling vegetative waste service, pursuant to paragraph4.4(C)(3), a monthly amount equal to One Dollar and Fifty Cents ($1.50) per unit.

D. **Multiple Dwelling Recycling Service.** For multiple dwelling recycling service provided pursuant to paragraph 4.4(C)(2), a monthly amount equal to One and 50/100 Dollars ($1.50) per unit.

E. **Optional Special Refuse Mechanical Container Collection Service.** For optional commercial, residential, and multiple dwelling special refuse mechanical container collection and disposal service requested by a customer, in addition to the customer's monthly service, an amount equal to eight and No/100 Dollars ($8.00) per cubic yard of refuse.

F. **Commercial Roll-off Container Service.** For commercial roll-off container service provided pursuant to paragraph 4.3(C)(l), an amount equal to:

Minimum of 1 pull per month and maintenance as follows:

SIZE	PULL	NO MONTHLY PULL
15 yard box	$126.88 or	$75.00 Maintenance Per Month or $2.50 Day
20 yard box	$142.10 or	$75.00 Maintenance Per Month or $2.50 Day

30 yard box	$152.25 or	$75.00 Maintenance Per Month or $2.50 Day
40 yard box	$172.25 or	$75.00 Maintenance Per Month or $2.50 Day

Each additional pull as follows:

15 yard box	$126.88
20 yard box	$142.10
30 yard box	$152.25
40 yard box	$172.25

Compact Boxes $20.30 (Turn Around Charge)

G. **Code Enforcement.** Upon request of the Authorized Representative, Contractor shall provide solid waste and construction and demolition debris collection and disposal service to City for code enforcement related matters at no charge to the City.

H. **Compactor Service.** For compactor service provided pursuant to paragraphs 4.3(C)(l) and 4.4(C)(l) of this Agreement, an amount equal to:

Roll-off Compactor Rates.

YARD BOX	PER PULL
15-19	$126.88
20-29	$142.10
30-39	$152.25
40	$172.55

Compactor closed box monthly rental	$99.00
Compactor turn-a-round	$20.30

Front Load Compactor Rates. Three and one-half times (3.5 x) the commercial and multiple dwelling mechanical container rate for the same container size and frequency of service.

I. **Optional Special Vegetative Waste Service.** For optional special vegetative waste collection and disposal service for commercial, in addition to the commercial customer's monthly garbage solid waste service, commercial customers shall pay an amount equal to:

Quarter Truck Load	$44.00
Half Truckload	$88.00

Three Quarter Truckload	$132.00
Full Truckload	$175.00

Commercial customers desiring the Optional Special Vegetative Waste Service must contact the Contractor or the City with at least 72 hours notice in requesting the service.

J. **Commercial Cart Refuse Container Service.** For commercial 96 gallon cart refuse container service provided pursuant to paragraph 4.3 of this Agreement, a monthly amount equal to Twenty-Two and No/100 Dollars ($22.00) per container for two pick ups per week.

5.2. Annual Collection Rate Adjustment for CPI and Fuel.

The rates and charges set above in (Section 5) Rates & Charges: Contractor Compensation: Franchise Fee Billing shall be adjusted annually and-computed pursuant to the mathematical formula provided as **Exhibit ("B").**

5.3. Billing Customers by City.

Customer billing shall be established and enforced by City Code. The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein. City shall perform said billing by means and at times deemed appropriate by City. Contractor shall fully cooperate with City in customer billing. Contractor agrees to pay City an amount equal to One and 06/100 Dollars ($1.06) per bill for each customer. The amount owed City for customer billing shall be deducted from the amount owed Contractor pursuant to paragraph 5.1 herein. The aforesaid One Dollar ($1.06) rate shall be adjusted upward by an amount equal to any increase in the cost of a first class stamp issued by the United States Postal Service for a regular letter (as of the effective date, a first class stamp costs $.39). Said adjustment shall coincide with the effective date of the postage increase.

5.4. Billing and Payment Procedure.

Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure:

A. Within twenty (20) days after the first of each month, Contractor shall submit a detailed invoice for all collection and disposal services provided during the previous month. Said invoice shall be accompanied by the monthly customer report required by paragraph 19.3(A) of this Agreement.

B. For commercial, residential, and multiple dwelling unit customers billed monthly for refuse, bulk trash, vegetative waste, and recyclable materials,

City shall make appropriate adjustments to Contractor's invoice to reflect those customers and services that should be billed based on the City's monthly customer and service data base.

C. For customers billed for optional special refuse vegetative collection service, or any other non-monthly collection and disposal service, City shall verify the customer services and amounts invoiced and shall make appropriate adjustments to Contractor's invoice to reflect any errors contained therein.

D. Within thirty days (30) of receipt of Contractor's monthly invoice, City shall pay Contractor the amount of the adjusted invoice, less City's total monthly customer billing charge in accordance with paragraph 5.3 herein. The Franchise Fee charged in accordance with paragraph 5.5 herein shall be directly billed to the customer and collected by City.

5.5. Franchise Fee.

At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge Contractor, from time to time, a Franchise Fee equal to an amount permitted by law. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by customer directly to City pursuant to paragraph 5.4(D).

5.6. Contractor's Petition for a Rate Adjustment.

The Contractor may petition the City to adjust the rates in paragraph 5.1 herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or any collection regulation. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefore. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefore.

The Contractor's request must be made within a reasonable time, and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in malting its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, at its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City.

6. Schedules and Routes.

Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Customers shall be notified in writing by Contractor of the schedules provided by Contractor and any amendments thereto, provided customers shall be given at least seven (7) days prior written notice of any such amendments. Any and all route and schedule changes must receive prior approval by the Authorized Representative and schedule changes shall be published in a newspaper of general circulation meeting the requirements of Section 50.011, Florida Statutes.

7. Collection Equipment and Vehicles.

Contractor shall provide collection equipment for the collection and disposal services as follows:

7.1. Types and Amount.

Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the enclosed packer type or other type vehicle, which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices and such devices shall be maintained in good operating order.

7.2. Condition.

All collection equipment shall be maintained, at all times, in a reasonable and safe working condition and shall be in good repair, appearance, and sanitary and clean condition. Collection equipment shall be painted uniformly with the name of the Contractor, Contractor's telephone number and number of the collection vehicle in letters not less than three (3) inches high on each side of the collection vehicle. Contractor shall keep an accurate record of the vehicle to which each number is assigned. Advertising on collection vehicles is strictly prohibited, except for advertisements promoting City sponsored special events.

7.3. Overloading.

Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage (described in paragraphs 4.1(D) and (H); however, if litter or spillage occurs because of overloading it shall be picked up immediately as required by paragraphs 4.1 (D) and (H).

7.4. Back-up Equipment.

Contractor shall maintain sufficient back-up collection equipment, which shall satisfy the condition requirements of paragraph 7.2 of this Agreement, to temporarily replace collection equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection equipment shall correspond in size and capacity to the collection equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.

8. Contractor's Personnel.

Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

8.1. Contractor's Representative.

Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf as required by paragraph 26.0 of this Agreement.

8.2. Other Personnel.

Contractor shall provide a sufficient number of qualified persons to provide the collection and disposal services. All persons who are given supervisory authority by Contractor shall be made available to the Authorized Representative for consultation within a reasonable and practicable time after Contractor receives notice from the Authorized Representative that a consultation is being requested. Supervisors shall operate a collection vehicle that is equipped with a communication device.

8.3. Conduct of Personnel.

Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customers in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage caused by Contractor's personnel and Contractor shall promptly provide sufficient and appropriate compensation to customers for such damage.

8.4. Uniform Regulations.

Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.

8.5. Labor and Employment Laws.

Contractor shall comply with all applicable local, state, and federal labor and employment laws affecting its personnel.

8.6. Informing Personnel of Responsibilities.

Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.

8.7. Driver's License.

All Contractors personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.

8.8. Drug Free Workplace.

Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.

9. Level of Service: Customer Complaints: Annual Evaluation by City.

9.1. Level of Service.

Contractor acknowledges and agrees that the continuation of this Franchise depends on Contractor consistently providing a high quality and efficient level of collection and disposal services to all customers. To insure such services are provided in such a manner, Contractor's performance shall be evaluated, on an annual basis, pursuant to the procedure established in paragraph 9.3 of this Agreement and based on the following review criteria:

A. The number of complaints received pursuant to paragraph 9.2 herein and Contractor's performance in resolving the complaints in a professional and expedient manner.

B. Contractor's responsiveness to direction given by the Authorized Representative.

C. The number of times that Contractor had to pay liquidated damages pursuant to paragraph 25.0 herein.

D. Contractor's participation in community meetings sponsored by City and Contractor's performance in resolving the complaints received at those meetings in a professional and expedient manner.

E. Contractor's financial viability to continue performing the collection and disposal services as required by this Agreement.

9.2. Customer Complaints.

It is the intent of this Agreement to ensure that the Contractor provides a high quality level of collection and disposal services to all customers. To this end, all failures to provide collection and disposal services to customers, or failures observed by the Authorized Representative, and reported to the Contractor shall promptly be resolved pursuant to the provisions of this Agreement. All customer complaints will be forwarded to the Contractor by person, telephone, or in writing by mail or facsimile. When received, the Contractor shall record complaints on a form approved by the Authorized Representative and shall take appropriate steps to resolve the complaint in a professional and expedient manner. Any complaints received by the Contractor before 12:00 noon shall be resolved before 5:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 12:00 noon of the following day. The Contractor shall make contact with the customer complainant, within the above times, for all complaints related to collection and disposal services. The Contractor shall notify the Authorized Representative within twenty-four (24) hours, on the approved forms, of the action taken to resolve the complaint. If the complaint involves a claim of damage to private or public property caused by Contractor during the performance of collection and disposal services, the Contractor shall within twenty-four (24) hours provide the Authorized Representative with a full written explanation of said complaint, an estimate of the damage, and Contractor's proposed actions to remedy the damage.

9.3. Annual Evaluation Procedure.

Contractor's performance shall be annually evaluated by City's Authorized Representative under the following procedure:

A. Upon or soon after the occurrence of each annual anniversary date of this Agreement, the Authorized Representative shall conduct and prepare a written annual evaluation of Contractor's performance in providing the collection and disposal services under this Agreement ("Evaluation"). The Evaluation shall be based on the level of service criteria set forth in paragraph 9.1 herein. For each criterion the Authorized Representative shall evaluate and grade Contractor's performance, as unacceptable, acceptable

but needs improvement, or good. If Contractor receives an unacceptable grade, the Authorized Representative shall provide Contractor a written explanation of why Contractor's performance was unacceptable and Contractor shall be given a reasonable period of time, as determined by the Authorized Representative, to bring its level of performance up to levels acceptable to the Authorized Representative.

B. If Contractor fails to bring its performance up to acceptable levels within the time period prescribed by the Authorized Representative; the Authorized Representative shall deliver the Evaluation, the aforesaid unacceptable explanation, and other relevant documents to the City Council for consideration by the City Council at a public meeting. At the meeting, the Authorized Representative and Contractor shall have the opportunity to explain their position and the City Council shall then determine whether this Franchise should continue under conditions determined by the City Council or be terminated, without penalty, pursuant to paragraph 14.1 (H) herein.

10. Authorized Representative's Interpretation and Decision.

Any dispute between the City and Contractor, which cannot be disposed of by mutual consent between the parties within a reasonable period of time ("Impasse"), shall be ultimately decided by the Authorized Representative at such time the Authorized Representative declares an Impasse. Upon Impasse, the Authorized Representative shall have thirty days (30) to decide the Impasse issue, unless additional time is reasonably needed. All such decisions shall be reduced to writing by the Authorized Representative and delivered to Contractor within three (3) days of said decision. All such written decisions shall contain a sufficient explanation, as may be deemed necessary by the Authorized Representative, to explain the decision. The decision shall be final and binding on both parties. Pending the decision, Contractor shall proceed diligently with the performance of the collection and disposal services in accordance with this Agreement and any preliminary directions of the Authorized Representative. The Authorized Representative may amend, suspend, or revoke any decision if circumstances warrant.

11. Other City Permits.

For collection and disposal services of any kind not exclusively provided by Contractor under this Agreement, Contractor shall obtain all permits required by City Code to provide said service.

12. Performance Bond: Alternatives.

12.1. Performance Bond.

The Contractor shall obtain and maintain during the entire term of this Agreement and any ex-tensions and renewals thereof, at its cost and expense, and file with the City a corporate surety bond in the amount of Five Hundred Thousand Dollars ($500,000.00) to guarantee

the faithful performance by the Contractor of all of its obligations provided under this Agreement and the City Code. Such bond must be issued by a surety. Alternatively, the Contractor shall obtain and continuously maintain an un-expired irrevocable letter of credit, which shall at all times be in the possession of the City. The form and contents of such performance bond or letter of credit shall be acceptable to the City. The letter of credit shall be released only upon expiration of the Agreement or upon the replacement of the letter of credit by a successor Contractor.

12.2. Conditions.

The performance bond or letter of credit shall be issued upon the following conditions:

A. The performance bond shall be issued by a surety approved by City and licensed and authorized by the State of Florida to do business as a surety in the State of Florida. The irrevocable letter of credit shall be issued by a bank or savings and loan association acceptable to the City, authorized to do business in this State by either the State of Florida Comptroller or the United States government. The letter of credit shall name the City as the beneficiary.

B. There shall be recoverable by the City jointly and severally from the principal and surety or the financial institution that has issued the letter of credit, any and all fines and liquidated damages due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of the Contractor to: faithfully comply with the provisions of the City Code and the Agreement; comply with all orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens, fees, or taxes due the City which arise by reason of the collection and disposal services provided under this Agreement. Such losses, costs and expenses shall include but not be limited to attorney's fees and other associated expenses.

C. The total amount of the bond or letter of credit shall be forfeited as a liquidated damage paid to the City in the event:

1. Contractor abandons, or cancels with less than ninety (90) days written notice to City, its obligations and responsibilities to perform the collection and disposal services required under this Franchise, prior to the expiration of the term of the Agreement;

2. Contractor assigns this Agreement without the express written consent of the City; or

3. This Agreement is terminated by reason of the default of the Contractor.

12.3. Reduction of Bond / Letter of Credit.

Upon written application by the Contractor, the City may, at its sole option, permit the amount of the bond or letter of credit to be reduced for the term of this Agreement or periods of time, when it is determined by the City's City Council to be in the public interest. Upon written application by the Contractor, the City may, at its sole option, permit the terms of the requirements of the performance bond letter of credit to be altered for the term of this Agreement or periods of time, when it is determined by the City Council to be in the public interest.

12.4. Use of Performance Bond and Letter of Credit.

Prior to drawing upon the letter of credit or the performance bond for the purposes described in this section, the City shall notify Contractor in writing that payment is due, and the Franchisee shall have thirty days (30) from the receipt of such written notice to make a full and complete payment. If the Contractor does not make the payment within thirty days (30) or demonstrate reason acceptable to the City why such action should not be taken, the City may withdraw the amount thereof, with interest and penalties, from the letter of credit or the performance bond. Within three (3) days of a withdrawal from the letter of credit or performance bond, the City shall send to the Contractor, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

12.5. Replenishment of Letter of Credit and Performance Bond.

No later than thirty days (30), after mailing to the Contractor by certified mail notification of a withdrawal pursuant to paragraph 12.4 above, the Contractor shall replenish the letter of credit and for performance bond in an amount equal to the amount so withdrawn. Failure to make timely replenishment of such amount to the letter of credit and/or performance bond shall constitute a failure of the Contractor to faithfully comply with the provisions of this Agreement.

12.6. Non-renewal, Alteration, or Cancellation of LOC or Performance Bond.

The performance bond and letter of credit required herein shall be in a form satisfactory to the City which approval shall not be unreasonably withheld and shall require thirty days (30) written notice of any non-renewal, alteration or cancellation to both the City and the Contractor. The Contractor shall, in the event of any such cancellation, alteration, or non-renewal notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement bond or policies within thirty days (30) following receipt by the City or the Contractor of any notice of cancellation, alteration, or non-renewal.

12.7. Inflation.

At the sole discretion of the City, to offset the effects of inflation, the amount of the bond or letter of credit provided for herein is subject to annual increases at the end of every year provided the amount of the bond or letter of credit shall not exceed fifty percent (50%) of

the total amount paid Contractor by City pursuant to paragraph 5.0 for the year previous to the increase.

12.8. Default.

The performance bond and letter of credit provided pursuant to this section shall become the property of the City in the event that this Agreement is canceled or terminated by reason of the default of the Contractor.

12.9. Right to Require Replacement of Bonds or Letter of Credit.

If the City becomes aware of the financial condition of any bonding or financial institution issuing a performance bond or letter of credit as required herein and said financial condition is reasonably deemed by the City to jeopardize the collateral posted with the City, the City may, at any time, require that any such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this section.

13. Transfer of Ownership or Control.

13.1. Transfer of Franchise.

This Agreement shall not be sold, Transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City Council, and then only under such reasonable conditions as the City Council may establish which may include but not be limited to financial guarantees to the collection and disposal services.

13.2. Transfer Threshold.

The Contractor shall promptly notify the City of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Contractor.

13.3. City Approval.

Every Transfer shall make this Agreement subject to cancellation unless arid until the City Council shall have consented thereto in writing. For the purpose of determining whether it may consent to such Transfer, the City may inquire into the legal, financial, character, technical, and other public interest qualifications of the prospective Transferee or controlling party, and the Contractor shall assist the City in obtaining all required information. Failure to provide all reasonable information requested by the City as part of said inquiry shall be grounds for denial of the proposed Transfer.

13.4. Signatory Requirement.

Any approval by the City Council of transfer of ownership shall be contingent upon the prospective assignee becoming a signatory to this Agreement.

14. Forfeiture or Termination.

14.1. Grounds for Revocation.

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

A. Contractor defaults in the performance of any of the material obligations to provide collection and disposal services under this Agreement or the City Code;

B. Contractor fails to provide or maintain in full force and affect the liability and indemnification coverage or the performance bond (or alternative letter of credit) as required herein;

C. Contractor violates any material provisions of any orders or rulings of any regulatory body having jurisdiction over the Contractor relative to this Agreement and any regulatory ordinance of the City, and Contractor fails to begin cure within five business (5) days of notice from the City and to complete cure within a reasonable time after notice, as determined by the City;

D. Contractor practices or engages in any fraud upon the City or any customer;

E. Contractor is gross negligent, as defined by general law, in maintaining any of the level of service standards provided in this Agreement;

F. Contractor becomes insolvent, unable, or unwilling to pay its debts or is adjudged bankrupt;

G. Contractor fails to provide collection and disposal service throughout the service area if a disruption of such service occurs pursuant to paragraph 24.0 of this Agreement, unless approval of such dispositions obtained from the City Council;

H. Contractor fails to satisfy the level of service annual evaluation conducted by the Authorized Representative and City Council pursuant to paragraph 9.3 of this Agreement; or

I. Contractor provided a material misrepresentation of fact in the application for or negotiation of the Franchise granted under this Agreement or any extension or renewal thereof.

14.2. Effect of Circumstances Beyond Control of Franchisee.

Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented for reasons beyond the Contractor's control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents.

14.3. Effect of Pending Litigation.

Pending litigation or any appeal to any regulatory body or court having jurisdic1:ion over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

14.4. Procedure Prior to Revocation.

Except as provided in paragraph 9.3 for annual evaluations, the Authorized Representative shall notify the Contractor in writing of the exact nature of the alleged violation constituting a ground for termination and give the Contractor thirty days (30), or such greater amount of time as the Authorized Representative may specify to correct such violations or to present facts and arguments to refute the alleged violation. If the Authorized Representative then concludes that there is a basi8s for termination, it shall notify the Contractor thereof. If within the designated time the Contractor does not remedy and or put an end to the alleged violation, the City's City Council, after a public hearing where all interested parties may be heard, may suspend or revoke the Franchise under this Agreement, without penalty, if it determines that such action is warranted. The Contractor shall not be held in default nor suffer any penalties where non-compliance or default is caused by an event beyond the Contractor's control, as stated in Section 14.2.

15. Regulatory Authority.

15.1. Authority.

The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

15.2. Right of Inspection.

The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.

15.3. City Regulation.

To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.

15.4. City Health and Sanitation Regulations.

Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, bio-hazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Council, these regulations shall be codified in Chapter 9 of the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully

incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional City health and sanitation regulations, the provision contained in this Agreement shall prevail.

16. Liability and Insurance.

16.1. Certificate of Insurance.

Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements, which are in effect from time to time.

16.2. No Liability Limit.

Neither the provisions of this Section or any damages recovered by the City hereunder shall be construed to limit the liability of Contractor for damages under this Agreement.

16.3. Endorsement.

All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:

> It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty days (30) after receipt by the City of Cocoa City Manager by certified mail, of a written notice of such intention to cancel or not to renew.

16.4. State Institution.

All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.

16.5. Named Insured.

The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.

16.6. Changes in Policy Limits.

To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases

at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.

16.7. Commercial General Liability Insurance.

Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of:

A. $1,000,000 for property damage single limit; and

B. B. $1,000,000 single limit liability for personal bodily injury or death to any one person.

16.8. Automobile Liability Insurance.

Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:

A. $1,000,000 single limit liability for bodily injury and consequent death per occurrence; and

B. B. $1,000,000 for property damage per occurrence

16.9. Worker's Compensation.

Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time.

17. Indemnification and Hold Harmless.

For all collection and disposal services performed by Contractor pursuant to this Agreement, Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its council members, attorneys, employees, officers, and agents from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through ally and all administrative, pre-trial, trial, post judgment, and appellate proceedings), directly or indirectly arising from: (i) the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or its subcontractors, or agents performance of the collection and disposal services pursuant to this Agreement; (ii) defaults under this Agreement; (iii) failing to properly train employees under Contractor's control or direction; and (iv) failing to properly equip or hire employees under Contractor's control or direction in the performance of the collection and disposal services under this Agreement.

The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its council members, attorneys, employees, officers, and/or agents which may result from the collection and disposal services under this Agreement whether the collection and disposal services be performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the attorney fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour or a higher rate if reasonable at the time indemnification is required.

The City agrees to be responsible for the City's own negligent acts and omissions.

18. Interference with Persons, Property, and Utilities.

Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

1. Not endanger or interfere with the health, safety or lives of persons;

2. Not interfere with any improvements which the City, county, state, and federal government may deem proper to make;

3. Not interfere with the free and proper use of Public Rights-of-way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;

4. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and

5. Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area.

19. Books and Records Available to City

19.1. Records.

With advance written request, the City shall have the right to inspect and copy at any time during Contractor's normal business hours, all books, records, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which constitute a public record under Chapter 119, Florida Statutes. The City shall have

the right only to inspect books, maps, revenue statements, service complaints logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which do not constitute a public record under Chapter 119, Florida Statutes. Access to the aforementioned records shall not be denied by the Contractor on the basis that said records contain "proprietary" information, unless applicable law exempt said records. Said records shall be maintained at Contractor's office set forth in paragraph 4.1(G) of this Agreement.

19.2. Review

Contractor shall permit, during Contractor's normal business hours, the Authorized Representative to examine and copy, at the City's discretion, any and all maps and other records kept or maintained by the Contractor or under its control concerning the operations, affairs, transactions or property of Contractor relative to the collection and disposal services provided under this Agreement. The examination shall take place at Contractor's office.

19.3. Reports to be Filed.

The following reports shall be provided to the City:

A. A monthly customer report sorted alphabetically by address, which lists the customer's address and name, type, quantity, and size of the container picked-up from the customer, and a description of the kind of service provided customer.

B. An annual report prepared by Contractor or the parent company of Contractor shall be provided annually at the time said report is published.

19.4. Mandatory Records.

The Contractor shall at all times maintain:

A. A record of all complaints received and interruptions, disruptions, or degradation of collection and disposal services for the preceding year prior to the annual performance evaluation by the City.

B. A full and complete document(s) describing the rates, schedules, and routes for the collection and disposal services.

C. A record of all customers, and fees received from them by Contractor, for collection and disposal services not billed by the City, if any.

19.5. Other Records.

The City may impose reasonable requests for additional information, records and documents from time to time, and the Contractor shall produce said records within ten (10)

business days, so long as such request relates to the City's enforcement abilities under this Agreement or the Code.

20. Preferential or Discriminatory Practices Prohibited.

All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this paragraph is not intended to restrict Contractor from offering reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

21. Storms: Hurricanes: Natural Disasters; Calamities.

In the event a major storm, hurricane, natural disaster, or any other type of major or serious calamity ("calamity") causes an excessive amount of refuse, vegetative waste, bulk trash, or other excessive debris ("debris") to accumulate on streets, alleys, bridges, and on private and/or public property, Contractor shall collect such debris at the City's written request provided that the City agrees to pay Contractor for such additional service in an amount mutually agreed upon in writing by the City and Contractor. Nothing in this Agreement shall exclude or prohibit the City or any other contractors from collecting and disposing of such debris caused by a major or serious calamity.

22. Miscellaneous Provisions.

22.1. Independent Contractor.

Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that: (i) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax, unemployment insurance, social security or any other withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor; and (iii) Contractor will indemnify and hold the City, its City Council members, attorneys, employees, officers, and or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to participate in any discussion or negotiation with the Internal

Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

22.2. 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.

22.3. Entire Agreement.

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.

22.4. Notices.

Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY:

City Manager
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32923
ph: 321-639-7550

TO THE CONTRACTOR:

District Manager

Waste Management, Inc. of Florida
3303 Lake Drive
Cocoa, Florida 32926
Ph: 321-636-6894

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party.

22.5. Captions.

Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

22.6. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portion) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement.

22.7. City's Rights of Intervention.

Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.

22.8. Attorney's Fees.

In the event of litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all its reasonable expenses, including attorney's fees, costs, and other expenses reasonably and necessarily incurred, through all administrative, pre-trial, trial, post judgment, and appellate proceedings.

22.9. Counterparts.

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

22.10. Waiver.

Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.

22.11. Jurisdiction; 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.

23. Effective Date; Term.

23.1. Effective Date.

The effective date of the Contract shall be January 1, 2007. The prior Contract between the parties and all addendums thereto, is hereby superseded and of no further force and effect; provided, however, Contractor shall be paid the last month's billing under the prior Contract for only the last month's collection and disposal services performed by Contractor.

23.2. Term.

The term of this Agreement shall be from January 1, 2007 to September 30, 2011, subject to an annual evaluation by the City under paragraph 9.0 herein and termination as provided for in paragraph 14.0 herein. The term of this Agreement may be extended pursuant to paragraph 23.3 herein.

23.3. Renewal.

By mutual agreement between the parties, this Agreement may be renewed by exercising a maximum of two (2) five (5) year renewal terms. Contractor shall deliver to the City written notice of its desire to renew this Agreement at most One Hundred Fifty (150) days and at least Ninety (90) days prior to the expiration of this Agreement or renewal thereof.

24. Disruption in Collection and Disposal Services.

In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement unt1.1 such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Council after the City Council has declared that the disruption has caused an emergency to arise within the service area that adversely affects the public health, safety, and welfare.

25. Liquidated Damages.

It is the intent of Contractor and City to provide for liquidated damages for certain breaches of this Agreement by Contractor. The liquidated damages set forth shall not be construed as a penalty. At the effective date of this Agreement, Contractor and City agree that any damages flowing from Contractor's breach of paragraphs 25.1 through 25.7, inclusive, are not readily ascertainable, and the liquidated damages set forth therein are reasonable and proportionate to any damages that might reasonably be expected from a breach of said paragraphs. As such, should Contractor fail to perform the collection and disposal services required below, City shall, in addition to the amounts provided in other provisions of this Agreement, be entitled to claim, against Contractor and, in the event that Contractor shall fail to pay same, the performance bond or alternative letter of credit provided by Contractor under this Agreement, liquidated damages as follows:

25.1. Legitimate Complaints.

For each legitimate complaint in excess of ten (10) per calendar month, liquidated damages shall be $100.00 and $25.00 each complaint in excess of ten.

25.2. Spillage.

For each occurrence Contractor fails to clean up litter or spillage (which is prohibited by paragraphs 4.1 (D) and 4.1 (H), liquidated damages shall be $25 .OO per occurrence.

25.3. Collection Vehicles and Containers.

For each occurrence Contractor fails to promptly clean collection vehicles or change mechanical containers or compactors at the request of the Authorized Representative, liquidated damages shall be $25.00 per vehicle or container.

25.4. Unattended Collection Vehicles.

For each occurrence Contractor leaves a loaded collection vehicle unattended on the street unnecessarily, liquidated damages shall be $25.00 per occurrence.

25.5. Collection Schedules.

For each occurrence Contractor fails to maintain a collection schedule required by this Agreement, liquidated damages shall be $250.00 per occurrence.

25.6. Failure to Keep Collection Vehicles Closed or Covered.

For each occurrence Contractor fails to keep a collection vehicle closed or covered, liquidated damages shall be $25 .OO per occurrence.

25.7. Failure to Have Back-Up Collection Equipment When Needed.

For each occurrence Contractor fails to have back-up collection equipment available to temporarily replace collection equipment that is in a state of disrepair or is inoperable when a customer or the Authorized Representative demands collection and disposal services as required by this Agreement, liquidated damages shall be $25.00 per occurrence.

The City shall provide written notice to Contractor of the City's intent to assess liquidated damages together with a detailed explanation of each event for which liquidated damages are sought. No liquidated damages shall be assessed for events that occur more than 45 days prior to the issuance of the written notice by the City. The Contractor shall have 7 days from the date of receipt of such notice to inform the City that it contests the imposition of such liquidated damages. The City Manager and Contractor shall meet and discuss the issues raised in the Contractor's notice of protest. If the issues are not resolved, the matter shall be determined by the City Council after a public hearing.

26. Contractor's Representative.

Contractor shall designate an individual to act as a representative for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. This person shall be Contractor's contract administrator. Initially, the person who shall act as the representative for Contractor with respect to this Agreement shall be Contractor's District Manager. Contractor may from time to time designate other individuals or delete individual's with the authority to act for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. All deletions or designation of individuals to serve, as a representative shall be given by written notice.

27. Time of the Essence.

Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the City, Contractor agrees to complete the collection and disposal services as required by this Agreement.

28. Sovereign Immunity.

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

29. Franchise Costs.

Contractor agrees to pay the reasonable administrative and legal costs incurred by the City in initially granting this Franchise, which shall be Two Thousand Five Hundred and No/100 Dollars ($2,500.00). Payment shall be made to the City no later than thirty days (30) from the initial effective date. In the event this Franchise is renewed, transferred or assigned, Contractor or its successor in interest shall pay to the City the reasonable legal and administrative costs incurred with said renewal or assignment, not to exceed Two Thousand Five Hundred and No/100 Dollars ($2,500.00). Payment shall be made to the City no later than thirty days (30) from the effective date of said renewal, transfer, or assignment.

30. Force Majeure.

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term Force Majeure does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

ATTEST:

Joan Clark, City Clerk:

CITY OF COCOA, FLORIDA:

By: _____
Michael C. Blake, Mayor

CORPORATE SEAL:

WASTE MANAGEMENT, INC. OF FLORIDA

ATTEST BY:

Ronald Kaplan
Assistant Secretary

By: _____
Alec Pitman,
Market Area Vice President