City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, December 8, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-824 Approve the Agenda for the Regular meeting of December 8, 2020, as presented or with amendments.

Attachments: 12-08-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-5 Approve the Minutes of the District 4 Town Hall meeting of October 20, 2020, as written or with amendments.

Attachments: District 4 Town Hall Minutes Final.pdf

II.2(b) 20-825 Approve the Minutes of the Regular City Council meeting of October 27, 2020, as written or with amendments.

Attachments: 10-27-2020 MinutesADA.pdf
EXHIBIT A- Presentation - 603 Brevard (hotel).pdf
EXHIBIT B-Sustainability Summary Council Presentation.pdf
EXHIBIT C-E Comments from Maloney, Blanco, and Williams.pdf

II.2(c) 20-826 Approve the Minutes of the Regular City Council meeting of November 10, 2020, as written or with amendments.

Attachments: 11-10-2020 Minutes ADA.pdf
EXHIBIT A -E COMMENT FROM J. BLANCO.pdf
EXHIBIT B-Orchid Lake Meeting Powerpoint.pdf

III. AWARDS AND PRESENTATIONS:

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

Attachments: Snyder's Hives and Honey certficate.pdf

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

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

Attachments: Final Titan Florida Indemnity and Release Agreement - KNE Edits 11-18-20 (00

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

Attachments: TO-CAROLLO 2021-16 $97,430.00 - UT-SE.pdf

TO-2021-16- Carollo Proposal Revised

COI-Carollo - Expires 07.04.2021.pdf

AGREEMENT.pdf

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

Attachments: Budget Resolution FY 2021.docx

BAF 21-031-A-FN-Brevard County JLS Center (12-8-20)-FY21 Agenda 20-805.

CDBG-Brevard County Interlocal- $175K.pdf

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

Attachments: ILA - Cocoa-Cocoa Beach Convair Cove.docx

Site Map.pdf

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

Attachments: 03_13_19_ Agreement for Continuing Financial Analysis Services.pdf

scan_lhowell_2020-11-30-10-20-28.pdf

TO-STANTEC 2020-06.1 $17550 - UT-ADMIN.pdf

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

Attachments: Resolution 2020-244 Amending Billboard Inventory.pdf

2020 Billboard Inventory 12-8-20.pdf

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

Attachments: Resolution 2020-243 Approving Street Name Laredo Drive.pdf

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

Attachments: Budget Resolution FY 2021.docx

BAF 21-034-A-FN-Addtional Budget FY20-FY21 Projects (12-8-20)Agenda 20-8

Tracking Sheet BAF # 21-034-A.pdf

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

Attachments: Attachment A Notice of Termination of Agreement.pdf
Code Enforcement Lien Reduction Agreement.pdf
Clerk's Journal 12-11-2019.pdf
BACRAP third extension memo (5-2020).pdf

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

Attachments: Resolution 2020-252 Stormwater Credit Application Fee
Final City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation C

VII. PUBLIC HEARINGS:

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

Attachments: Ordinance 17-2020 (Revised 11-25-20) FLU Text Amendment - Residential Us
Exhibit A - DEO Letter - CTY. COCOA 20-02ESR (P).pdf
OrderConf #3.pdf

VIII. COUNCIL BUSINESS:

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

Attachments:
- Dobrin_ Intent for Reappointment.pdf
- Ervin_ Intent to be Reappointed.pdf
- Washington_ Intent for Reappointment.pdf
- Board Application_ Aliano, Kaitlyn.pdf
- Board Application Greenwood, A.pdf
- Board Application_ Pacheco, M.pdf
- Board Application_ Scott, Sharri.pdf
- Board Application_ Susan Mock.pdf
- Consideration Letters.pdf
- Planning and Zoning Roster.pdf

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

Attachments:
- 12-11-2019 Journal.pdf

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

Attachments:
- Lien Reduction Application.pdf
- Brevard County Tax.docx
- warranty deed.pdf
- Order Imposing Lien-19-126 -1202 Princeton Rd..docx
- Order Imposing Lien CE-18-378.docx
- Cost Affidavit Form CE-19-126 -1202P 19e.xlsx
- Cost Affidavit Form CE-18-378 -1202P 18e.xlsx
- Staff Report for Lien Reduction-1202.docx

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

Attachments:
- City of Cocoa Emergency Ordinance No. 13-2020.pdf

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

Attachments: 11_24_2020 Intent to Reapply.pdf

Housing Authority Roster.pdf

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

IX. CITY BUSINESS:

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

Attachments: Lamar Companies Billboard Lease - FINAL.pdf

Lamar Companies Billboard photos.pdf

Billboard map.png

Lamar Lease agreement 2015.pdf

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

Attachments: Quote #1 - RFQ 20-18-COC - Force Main Relocations Danus.pdf

General Utilities Construction Agreement No. 20-18 (Danus Construction).pdf

RFQ Q-20-18-COC Final Results 9.11.20.pdf

Res Proj Contingency - Danus.doc

Res Budget Amendment - Danus.docx

Danus COI Cocoa.pdf

BAF 21-036-T-UT-Danus Relocation Work FDOT (12-8-20) Agenda 20-817.pdf

Re Quote #1 - RFQ-20-18-COC.pdf

TO-DANUS 2021-01 $233100.00- UT-ENGIN.pdf

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

Attachments: Ordinance No. 20-2020 Repeal Travel Policy

MULTI-YEAR CONTRACTS:

IX.4 20-770 Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source Resolution, to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)

Attachments: Cocoa Police Department - Taser 7 Executive Summary.docx
Axon - Sole Source Document.pdf
Axon contract.pdf
Axon Sole Source Resolution.pdf

IX.5 20-775 Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020 to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms. (Administrative Services Director)

Attachments: Sansom Extension 2021.pdf
10_01_2019 Contract.pdf

IX.6 20-822 Approve a Multi-Year Agreement with Online Solutions, LLC (“CitizenServe”) for a Subscription to Access and Use CitizenServe Software Services for an Online Building and Permitting Solution in the Amount of $96,600; Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $9,600 for a Total Project Cost of $106,200. Authorize the City Manager to Approve the Additional Two One-Year Renewals. (Assistant CIty Manager)

Attachments: Citizenserve Service Agreement signed - Cocoa FL 05-20-2019.pdf
Updated 1st year Invoice.pdf
Contingency Resolution CitizenServe.docx.doc

X. INFORMATIONAL AGENDA:

X.1 20-789 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report -October 2020.pdf

X.2 20-790 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM- Change Orders 10-31-2020.pdf

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

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

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

Attachments: October Run Volume By Incident Type Report.pdf

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

Attachments: SEP 2020 Council Report by District .pdf
Monthly District Report - SEP 2020.xlsx

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-824	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/24/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 8, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-08-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 8, 2020, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of December 8, 2020, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: December 8, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

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

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

III. Awards and Presentations:

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

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

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

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

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

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

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

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

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

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

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

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

VII. Public Hearings:

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

VIII. Council Business:

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

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

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

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

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

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

IX. City Business:

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

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

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

Multi-Year Contracts:

4. Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source Resolution, to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to

authorize the City Manager to execute and sign the contract. (20-770). (Chief of Police)

5. Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020 to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms. (20-775). (Administrative Services Director)

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

X. Informational Agenda:

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

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

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

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

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

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed

below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

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

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or may not include a response. No question by the public should be addressed directly by the Administrative staff.

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Legislation Details (With Text)

File #:	21-5	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/2/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the Minutes of the District 4 Town Hall meeting of October 20, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	District 4 Town Hall Minutes Final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2020
Agenda Date: December 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the District 4 Town Hall meeting of October 20, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 4 Town Hall meeting of October 20, 2020, as written or with amendments.

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MINUTES

CITY OF COCOA
DISTRICT 4 TOWN HALL MEETING

October 20, 2020

The District 4 Town Hall Meeting was held on Tuesday, October 20, 2020 at the Brevard Museum of History and Natural Science, 2201 Michigan Ave., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mr. Ben Brotemarkle called the meeting to order at 6:06 pm.

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

Other staff members present:

Bryant Smith, Public Works Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Police Chief; Jonathan Lamm, Fire Chief; Samantha Senger, Assistant to the City Manager/PR Specialist; and Rachel Horst, Digital Communications Coordinator.

II. Meeting Topics

1. Presentation on Storm Preparedness and City Updates by District 4 Councilmember Koss and City Staff

Mr. Ben Brotemarkle, Executive Director for the Florida Historical Society, gave a brief introduction and provided a short history about the museum.

Councilmember Koss mentioned the successful Joe Lee Smith Center ribbon cutting event that took place over the weekend. She also pointed out that there are

two vacancies left for the upcoming class of the Citizen's Academy if anyone is interested in applying.

Additionally, she introduced Jennifer Riggs, Chairperson of the Sustainability Advisory Committee, Greg Stoll, Primary member to the Space Coast TPO Citizen's Advisory Committee, Rip Dyal, Candidate for District 3, Jennifer Kenny, Candidate for District 2, Allen Cowart, Candidate for Mayor and her husband, Lawrence Koss.

Councilmember Koss shared a map of Cocoa and information about District 4, which is the educational hub of the City. She encouraged everyone to subscribe to her newsletter which will include more information about topics such as the YMCA and Eastern Florida State College.

Furthermore, Councilmember Koss discussed several topics and shared information regarding algae control and marine life along the shoreline. She talked about developing the resiliency plan and shared information about the sea level increases. She pointed out the City's vulnerabilities, and shared FEMA designated flood zones and a map.

She mentioned the three-year grant that the City was awarded along with two other cities in Florida to protect the City's urban canopies. She talked about low impact design and the triple bottom line approach for a safe, clean and prosperous Cocoa.

Ms. Riggs gave a presentation on Cocoa's Sustainability Plan which began back in 2017. She discussed what sustainability means and what the plan involves, including major challenges and advantages. She shared sample recommendations for "built environment" as well as equity and empowerment. Ms. Marlene Weiss, a Sustainability Committee member, shared sample recommendations for health and safety. She also talked about "seed to table" education and encouraged everyone to get involved in the community.

Assistant City Manager Fuhrer provided project updates regarding the new promenade in Cocoa Village, access to Bracco Pond and access to Mud Lake and the pavilion.

Mr. Bryant Smith, Public Works Director, discussed the Stormwater Master Plan. He shared information regarding Horseshoe Pond, the City's new streetsweeper, the oysters that will be installed at Lee Wenner Park and the Stormwater Credit Policy.

Mr. Jack Walsh, Utilities Director, spoke about the City's resiliency measures. He shared information on the Pineda Causeway project, the Dyal Plant project, adding sewer on Michigan Avenue and the Solar Energy Program.

Mr. Jonathan Lamm, Fire Chief, talked about the CEMP (Comprehensive Emergency Management Plan) and noted that it needs to be updated five years. He discussed the updates that were included in the plan and he also mentioned the importance of the City's EOC (Emergency Operations Center).

Ms. Nancy Elliott, a Cocoa resident, asked who she could speak to about the oyster program. In response, Councilmember Koss offered to speak with her about it.

Mr. Norris Park, a Cocoa resident, asked about the financial plan to get residents out of non-ad valorem taxes, because although these plans and things are important there is only so much residents should be responsible for because the non-ad valorem taxes keep increasing.

Discussion was held regarding annexations and annexing the properties located in the middle of the City, particularly around the Lake Drive area.

III. ADJOURNMENT:

*** The District 4 Town Hall Meeting adjourned at 7:45 pm.**

_____

Jake Williams Jr., Mayor

ATTEST:

_____

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

Legislation Details (With Text)

File #:	20-825	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/24/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting of October 27, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-27-2020 MinutesADA.pdf EXHIBIT A- Presentation - 603 Brevard (hotel).pdf EXHIBIT B-Sustainability Summary_Council Presentation.pdf EXHIBIT C-E Comments from Maloney, Blanco, and Williams.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting of October 27, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Regular City Council meeting of October 27, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 27, 2020

A Regular City Council Meeting was held on Tuesday, October 27, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:02 p.m.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 27, 2020 (20-719)

2. Minutes: (a) Regular Meeting of September 9, 2020 (20-720)
(b) Regular Meeting of September 23, 2020 (20-721)

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the agenda for the Regular meeting of October 27, 2020 with the following amendments: Move Consent Item VI.3 to City Business IX.6 (all items will shift down); and to change the order of Council Business VIII.1 and VIII.2.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Minutes of the Regular meeting of September 9, 2020 and the Regular meeting of September 23, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, made a correction to a comment he made regarding HCVA about the paving on Florida Avenue and Orange Street. He noted that a representative from HCVA stated that paving proves to be a low cost to the City.

Alberta Wilson, 3712 McLean Avenue, Rockledge, spoke in support of the Sustainability Plan and asked Council to adopt the plan. She believed that this was a step forward, a commitment to empowerment and equity. The plan shows Cocoa's history and demographics and relates positively to Cocoa's future

Mariam Moore, 1910 Furman Court, Cocoa, spoke in regards to her support of the Sustainability Plan as both a homeowner and a representative of the Homeless Coalition. She provided her reasonings as to why she supports the plan and

commended those who worked diligently on this for recognizing the importance of sustainability.

* **MOTION by Mayor Williams; Seconded by Councilmember Boisvert, to move Reports to the end of the meeting.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Paul Kamus, 116 Olive Street, Cocoa, mentioned the European Olive Tree in the park. He felt that something should be done in order to spread the word as to what the tree was planted for. He suggested a QR code be done and placed so that people could scan it and read what the tree was about. He further updated Council on the pepper tree issue. He thanked Councilmembers Boisvert and Warner for their service and wished Mayor Williams good luck on the upcoming election.

V. Reports:

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

VI. Consent Agenda:

1. Approve Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708 (20-585). (Utilities Director)

2. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (20-613). (Utilities Director)

~~3. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)~~

- **This item was moved to City Business IX.6.**

4. Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T. (20-696). (Public Works Director)

5. Approve Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase Hydrofluorosilicic Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract. (20-706). (Utilities Director)

6. Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $33,180.00. Firehouse Subs will be purchasing the extrication equipment for the City of Cocoa Fire Department, however for accounting purposes, approve a Resolution Amending the FY2021 Budget, BAF# 21-011-A. (20-715). (Fire Chief)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Pass on 2nd Reading: ORDINANCE 16-2020 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (20-717). (Community Services Director)

Attorney Garganese read Ordinance No. 16-2020 into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 16-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE V OF THE CITY CODE RELATING TO THE DEFINITION OF BUILDING HEIGHT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Ms. Bunt pointed out a change with an issue with the proposed definition that has been identified and the following revised version of the building height definition is now proposed and reflected in the ordinance. The change is necessary to clarify the highest measurement point for a building without a residential use at the top level of the building such as a parking garage or similar structure which might have commercial, industrial or uninhabitable space under the roof level.

The revised definition to be presented tonight is: Building, Height Of. The vertical dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, (c) the peak of gable, hip or gambrel roofs; or (d) the highest ceiling point of heated and/or air-conditioned habitable space in a building with residential uses on the top floor. Stair and elevator access to a roof deck shall not be considered habitable space.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 16-2020 on Second and Final Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 08-2020/Second and Final Reading: To adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (20-724). (Chief of Police)

Attorney Garganese read Ordinance No. 08-2020 into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 6, ARTICLE II OF THE CITY CODE, RELATING TO CODE ENFORCEMENT; CREATING A NEW LIEN AMNESTY PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He advised that there was one change made to the ordinance which was on page 2 and that was to insert the initial limited duration from January 1, 2021 until June 30, 2022, which is an 18-month time period.

Mayor Williams felt that although there was a first reading on this some of the items still defeat the purpose of the lien amnesty and that this was not the intent of the program. There are a lot of residents who cannot afford to pay liens and that is why the homes are in the conditions they are in. He pointed out the following issues:

(d)(2)- noting that the owner must have brought other properties in to compliance—he felt that just bringing one into compliance was an improvement which is the intent. It will also help the owner to get financing to do other needed improvements.

(5)- He felt that we do not always know circumstances as to why they are getting liens or other situations that have occurred.

He does not have a problem with Administrative Fees being established by the City Manager as they are normally approved by the Code Board.

(e)(1)- he felt that this was too much information to request.

(e)(3)- he does not like that a citizens' only have thirty days to pay.

Mayor Williams does not feel that the way this was written is doing the community any good.

Councilmember Boisvert believed that the item should be tabled. Mayor Williams disagreed and stated that this has been dragged along and was ridiculous.

Deputy Mayor Goins clarified that the Mayor's issues were with (d)(2), (d)(5), (e)(1), and (e)(3) and if the days to pay should be increased. Mayor Williams felt they should have at least sixty to ninety days to pay.

* **MOTION by Mayor Williams to remove (d)(2); Modify (d)(5) to allow up to two times, they would ineligible if they repeat the violation a third time or greater; (e)(3) pay within 90 day time period; and (f)(1)(2)(3) like to strike (1) and (2) and make it that all liens subject to amnesty would be eligible to a reduced lien payment which shall solely be the cities administrative costs associated with the Code Enforcement case; and remove (1)(c).**

Councilmember Koss Seconded the Motion.

Attorney Garganese advised he could make the changes to the ordinance and bring it back to the November 10th meeting; however, there is a motion on the floor so changes could be made tonight.

Councilmember Warner questioned (d)(2) and remembered a conversation having to do with some of those owners with multiple properties. Some were able to be brought into compliance so liens could be released. In response, Attorney Garganese mentioned that it could possibly have issues a once a lien is recorded it runs against all properties owned by the violator, so if they have a pending sale they could seek amnesty for the one property and not bring the others into compliance.

Mayor Williams opened the hearing to the public.

Aleck Greenwood, 640 Brevard Avenue, provided an example of a lien that he had and how these not only affect those not only with low incomes. He spoke of the verbiage on the City's liens and stated that the lien gets recorded and then attaches to other properties a person might have. However, if they have no other property they cannot borrow money to fix the house so their hands are tied. He believes that there should be a portion of this ordinance where Council should have the final say if the lien should be recorded or not and only for the property in question.

Michael DeChristopher owns property in the Village and pointed out that there was a difference in a private lien versus a City lien. The City can make a determination if it is attached to all liens or not.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. (20-744). (Community Services Director)

Ms. Selig provided a presentation[1] on the Binding Development Agreement and Conceptual Development Plan for 603 Brevard Avenue. The Amended and Restated Redevelopment Project Agreement sets forth a three-phase process under which the developer must meet certain benchmarks leading up to the CRA's conveyance of the property to construct the hotel.

Ms. Selig pointed out that the CRA established a restated redevelopment project agreement for this property and we are currently in phase 1.

Phase II of the development agreement includes a second round of review of the project by the City and Agency, including the Developer's chosen national hotel brand, project financing commitments, a market feasibility study, and any revisions to the Conceptual Development Plan required by the national hotel brand. By June 2021, the applicant must complete the requirements of Phase II including approvals by the CRA and City Council.

Phase III would involve the actual permitting to construct the project. By September 2021 the site plan must be submitted; by November 2021 the site plan approval must be obtained; by January 2022 the closing on the Conveyance of Property and Letter of Credit must be received by the CRA; and by February 2022 they must substantially commence construction of utilities and off-site parking.

An aerial view of the project location was shown as well a rendering of the Conceptual Development Plan. Additionally, Ms. Selig advised Council of variances and waivers that would be required, one of which was for parking.

The maximum height of the building was included in the plan and both elevations and renderings were shown as examples of what was being requested.

Maximum height of the building was also included in the plan.

[1] EXHIBIT A: Binding Development Agreement and Conceptual Development Plan for 603 Brevard Avenue Presentation

Elevations and Renderings were shown as examples of what is being requested as the Re-Development Agreement states that certain factors shall be considered with respect to approval of a Development Agreement, among them the “aesthetic quality and character, architectural design, physical and visual scale, and compatibility with the special and distinctive character of Cocoa Village”.

Ms. Selig pointed out that the CRA recommended the elevation which is the one with the clock tower.

She further noted that the Planning & Zoning Board recommended approval of this item with conditions at a Special Meeting held October 22, 2020. Their recommendation was approval of the Binding Development Agreement and Conceptual Development Plan, subject to the following conditions. The CRA recommended the same:

1. Revision of the Conceptual Development Plan to incorporate the architectural features depicted in the Elevation Renderings of 9-18-20

2. Direction on timeframe to complete condition

3. Direction on method of approval

4. Direction on impact to parking spaces

Ms. Selig advised that she spoke with Mr. Brown after the CRA meeting and asked him how long it would take to provide conceptual plans. He felt that thirty days would be more than sufficient so staff asked that in the motion they provide a timeframe for him to provide that back to the City.

Mayor Williams pointed out that this would provide about forty jobs.

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

* **MOTION by Councilmember Boisvert to approve.**

Attorney Garganese addressed the three points on the slide. He noted that the clock tower was not a perpendicular square corner so that requires changes to the conceptual site plan and floor plans which show a square corner, so those have to be revised. His recommendations on the conditions would be to approve the Development Agreement with the clock tower elevation, subject to the following conditions: that the developer shall submit to the City modified conceptual and floor plans to match and incorporate the clock tower elevation within the NE corner of the proposed building, and the modified plan

should be subject to City Manager approval no later than thirty days from the date of this meeting as a condition of the City's execution of the agreement; and additional parking may be permitted on John Garren if necessary to account for any reduced parking within the building resulting from modification to the plans.

THE MOTION WAS AMENDED:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Development Agreement with the clock tower elevation, subject to the following conditions: that the developer shall submit to the City modified conceptual and floor plans to match and incorporate the clock tower elevation within the NE corner of the proposed building, and the modified plan should be subject to City Manager approval no later than thirty days from the date of this meeting as a condition of the City's execution of the agreement; and additional parking may be permitted on John Garren if necessary to account for any reduced parking within the building resulting from modification to the plans**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Approval of Resolution No. 2020-225, adopting the Sustainability Action Plan and acknowledging the members of the Sustainability Advisory Committee for their outstanding commitment and pledge to develop a plan for the City of Cocoa, addressing sustainability goals for the future. (20-730). (Community Services Director)

Ms. Bunt explained what this item entailed and introduced Jennifer Riggs, the Chairperson of the Sustainability Advisory Committee.

Mayor Williams also thanked the committee for all of their work on this plan.

Jennifer Riggs provided a presentation[2] entitled Safe, Clean, and Green: Cocoa's Path to Prosperity Cocoa's Sustainability Action Plan 2020. She thanked members of the committee who were present, Linda Gombert, Jo Shim, and Bernice Cox (honorary member who met with her several times regarding Cocoa's history). She further thanked all of the other committee members and staff. She noted that Charlene Neuterman has been with them

[2] EXHIBIT B: Safe, Clean, and Green: Cocoa's Path to Prosperity, Cocoa's Sustainability Action Plan 2020

since January 2019 and Dodie Selig since the beginning. She thanked Landon Morley for making their minutes easy.

Ms. Riggs discussed why Council should vote to approve the plan and pointed out that municipalities, counties, and states across the nation are adopting sustainability plans to improve their response to threats, use their operations money more effectively, and increase the quality of life for the residents socially and economically. She mentioned that some cities in Brevard County have adopted plans and she noted some other cities across Florida who have done so as well.

She explained what "Resiliency" means and that this plan provides sample recommendations for: Built Environment, Equity and Empowerment, Health and Safety, Natural Systems, & Climate and Energy.

Councilmember Koss advised that this work represents 800 volunteer hours. The document is as strong as the Resilient Cocoa plan that cost around $20,000.

Ms. Gemmati read E-Comments into the record[3]: Leslie Maloney, Melbourne Beach; Jeri Blanco, Cocoa; and Barbara and Roger Williams.

Dr. Jim Fenton with the Florida Solar Energy Center spoke in regards to Resolution No. 2020-224, which is the next item. He needed to speak at this point due to time. He believes in the benefits that Cocoa will receive when fully transitioned to renewal, zero emission energy sources.

He noted that Cocoa would be using restorable energy before 2035 and to do so wisely, you have to start planning today, so he applauded the City for taking the first step.

Cynthia Johnson, 2703 N. Indian River Drive, Cocoa, congratulated Council on the insight and ability to approve this plan. She felt that it was impressive and takes steps to empower citizens and make life better for them. She was sad to see that there was not an art area but thought maybe it could be tweaked in the future. She felt that it was an incredible document and congratulated them again.

* **MOTION by Councilmember Koss to approve the plan.**

Councilmember Koss hoped that the committee could go back and look at other categories such as economy and jobs. She also hoped for this to be

[3] EXHIBIT C: E-Comments from Maloney, Blanco, and Williams

disseminated to the public so that they could become empowered and part of the solution.

THE MOTION WAS SECONDED BY DEPUTY MAYOR GOINS.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Resolution No. 2020-224 establishing a transition to 100 percent renewable, zero emission energy sources by 2035 for our municipality and 2050 for our entire community. (20-722). (Assistant City Manager)

Councilmember Koss provided slides and spoke of the importance of this resolution.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Ordinance No. 19-2020/1st reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-657). (Administrative Services Director)

Attorney Garganese read Ordinance No. 19-2020 into the record, by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 19-2020

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-110, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-111, PRE-RETIREMENT DEATH; AMENDING SECTION 2-120, MISCELLANEOUS PROVISIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati noted they were approached by the pension board attorney and their administrator about this as every few years there are various IRS changes and that requires the plan to be changed in order to be compliant. Our attorney recommended these changes to make it even more compliant.

She further advised of a second change which was board composition. There are only two employees still working in this plan. The prior board composition required an active employee in the plan to be a member and due to those retiring, this will give City Council the ability to appoint three members of the board instead of two.

There was no impact to the plan to make this change.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Ordinance No. 19-2020 on first reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval to enter into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) to account for additional Construction Engineering and Inspection Services for the Dixon Blvd and Forrest Avenue sidewalk project for an estimated amount of $8,846. Authorize the City Manager to sign the Three-Party Escrow Account agreement and approve the Request for Direct Payment. Authorize the Mayor to sign the Resolution (20-665). (Public Works Director)

Mr. Smith noted that this was related to the CDI which are inspection services on the LAP project and explained why the City has to cover the costs.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 18-2020/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-693). (Administrative Services Director)

Attorney Garganese read Ordinance No. 18-2020 into the record, by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 18-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-197, PRE-RETIREMENT DEATH; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-207, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati advised of the administrative changes.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Ordinance No.18-2020 on First reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the Request for Qualifications (RFQ) Review Committee Recommendation of Three (3) Short-Listed Companies for RFQ Q-20-18-COC, General Contractor - Utility Systems; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems to Atlantic Development of Cocoa, Inc., Danus Utilities, Inc. and Southern Underground Industries, Inc. as the City of Cocoa Utilities General Construction Contractors for Various Work Categories; To

Authorize the City Manager to Negotiate and Execute the Agreement for Utilities General Construction Contractor with the Three Recommended Utility Contractors. (20-705). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve the Financial Advisors Recommendation to Refinance Outstanding Florida Department of Environmental Protection State Revolving Loans as Listed in This Agenda Item through Private Placement of a SunTrust now Truist Bank Loan, not to Exceed $13,793,000 and Related Costs and Approve a Direct Prepayment of State Revolving Fund Loan #DW517060. (20-737). (Finance Director)

Ms. Bowman explained that on September 23, 2020 there was an agenda item where staff asked permission to proceed with this. There was an RFP and responses were received. Five banks responded and the most favorable rate was with Truist Bank. She further noted that due to better numbers the amount requested at the September meeting was a little lower.

Councilmember Koss asked how much exactly the City would be saving. In response, Ms. Bowman advised that she would get that information for her.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)

Mr. Walsh explained this item and advised WRA is the consultant in regards to the Taylor Creek Reservoir and he provided a brief history on City's relationship with WRA.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

7. ~~6~~. Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract. (20-656). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. ~~7.~~ Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T. (20-658). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. ~~8.~~ Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency. (20-683). (Public Works Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

10.~~9.~~ Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (20-712). (Fire Chief)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

1. Fire Incident Summary Report for September 2020. (20-688). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020. (20-689). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-708). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-709). (Finance Director)

5. FY 2020 Budget Adjustment Report. (20-710). (Finance Director)

REPORTS:

Mr. Smith advised that the Pineda reconstruction project, the decorative Endeavor Crosswalk, and the Relief Channel Dredging were all complete.

Ms. Bowman clarified that the closing for Agenda item 20-737 is no later than November 12, 2020 and it is planned tentatively to come before Council on November 10, 2020. A budget amendment will also come back once closing costs are known. She further advised of the savings amounts to Councilmember Koss which are as follows: $784,580 is the gross value of the savings and the present value of the savings is $773,503.

Chief Lamm provided an update on COVID-19 and advised that Florida has a total of 335,244 positive cases as of today and Brevard County has 11,083 positive cases. Cocoa has 1,044 and this is overall since the pandemic started. Within the City limits there are 31 active positive cases.

.

He thanked District Chief Siebert and Deputy Chief Byrd for staying ahead on the Firehouse subs grant, they will be purchasing $33,000 worth of equipment. He appreciated their hard work.

City Manager Whitten advised that the over the last two fiscal years the City has committed to athletic facility upgrades at Cocoa High School. This item was not added into this budget so he wanted to confirm with Council that the City was still in favor of that contribution, which is now $85,000 as a result of the K9 competition. This would be a non-profit contribution for those upgrades.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the contribution of $85,000.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

He further stated that this would include the necessary budgetary amendments and the City Attorney was working on the agreement.

Secondly, City Manager Whitten noted that Council received a letter from Ms. Senger regarding the sewer conversion. There is urgency with this as public meetings will begin very soon. Any input to that letter would be appreciated.

Councilmember Koss had some concerns with the letter. In response, City Manager Whitten advised that if there were no other objections than she could work with Ms. Senger on the letter.

Lastly, City Manager Whitten announced that he received a letter from the EDC and there is a council position on their board. He asked Council if they wished to consider an appointment to the EDC board.

Councilmember Boisvert felt that the new councilmembers should have an opinion as to who they want to sit on the board.

Councilmember Koss pointed out that she had spoken with Ms. Weatherman. Jeri Blanco previously sat on the board and there has not been representation from the City in two years. She has been on Council for two years now and feels that she has the experience and would like to represent the City on that board.

* **MOTION by Mayor Williams; Seconded by Deputy Mayor Goins, to appoint Councilmember Koss as the Cocoa representative for the EDC Board.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Warner thanked all for coming out on Saturday to the Annual Chris Daniels Memorial Golf Tournament. They raised approximately $6,000. This was the Chief's last tournament as the Chief. There were about sixty players and a lot of nice donations. She looked forward to next year.

Councilmember Koss noted that the Cocoa Rotary has adopted Cocoa parks so they will be out there cleaning up.

She thanked all who participated in the District 4 Town Hall meeting and felt that she received a lot of positive feedback. She appreciated all those that helped bring that together.

Ms. Senger announced that that new T-Docks will be named in honor of Captain Ed Lanni on Thursday, October 29, 2020 at 5 p.m.

Deputy Mayor Goins spoke about the building at Provost Park that the Community Action Team vacated. The building is being taken over. He requested something such as fencing be done in order to stop what is going on.

He requested that the check for Cocoa High School be done before the Cocoa/Rockledge game next week. He would like to present it at that time. He

believes that it would mean a lot to present it to the students at that time and may encourage others to donate.

Mayor Williams announced that employee Landon Morley would be going to law school. He was very happy for him.

He thanked Mr. Smith again for the work on Pineda St. and Japonica as it has made a big difference in the community.

Lastly, he thanked Ms. Riggs and Councilmember Koss once again for the Sustainability Plan and thanked all others for attending.

XI. Adjournment:

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner to adjourn the Regular meeting of October 27, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:08 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Binding Development Agreement and Conceptual Development Plan

603 Brevard Avenue

October 27, 2020

EXHIBIT A: Presentation for 603 Brevard Avenue

Project Summary

The Amended and Restated Redevelopment Project Agreement sets forth a three (3) phase process under which the developer must meet certain benchmarks leading up to the CRA's conveyance of the Property to construct the hotel.

Phase I

The primary objective of this phase is the preparation and execution of a Development Agreement with the City of Cocoa to approve the maximum height for the project and to approve a Conceptual Development Plan

Timing:

November 2020 - Tonight's meetings of the CRA and City Council are the culmination of Phase I

Project Summary

Phase II

This phase includes a second round of review of the Project by the City and Agency, including the Developer's chosen national hotel brand, project financing commitments, a market feasibility study, and any revisions to the Conceptual Development Plan required by the national hotel brand.

Timing:

June 2021 - The applicant must complete the requirements of Phase II including CRA/City Council approval of the above.

Project Summary

Phase III

This phase involves the actual permitting to construct the project.

Timing:

September 2021 - Site plan must be submitted

November 2021 – Site plan approval must be obtained

(Developer may request that the CRA convey the property no sooner than the date of final site plan approval)

January 2022 – Closing on Conveyance of Property and Letter of Credit Received by CRA (Construction can only begin after closing)

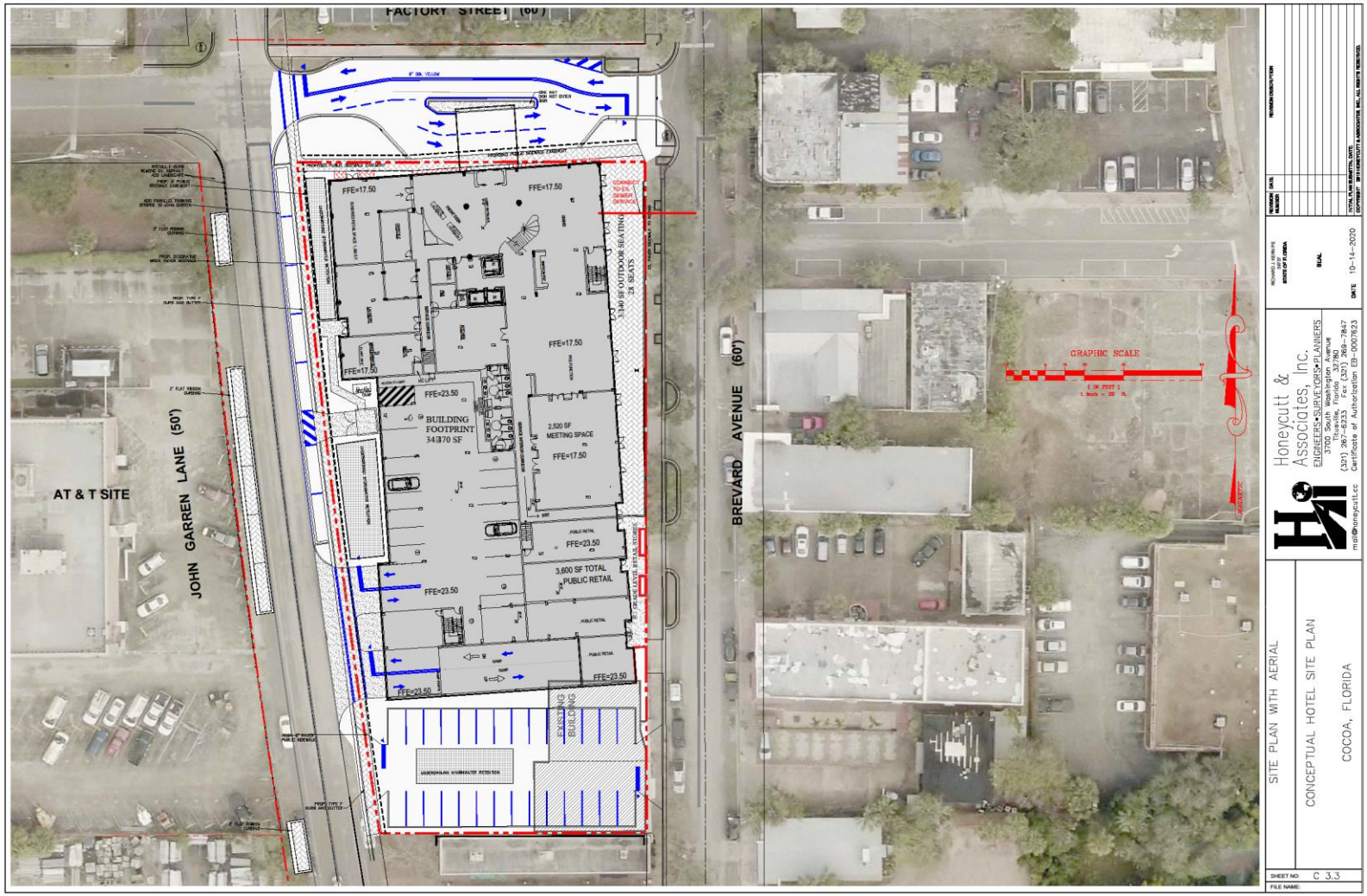
February 2022 – Substantially commence construction of utilities and off-site parking

Project Location



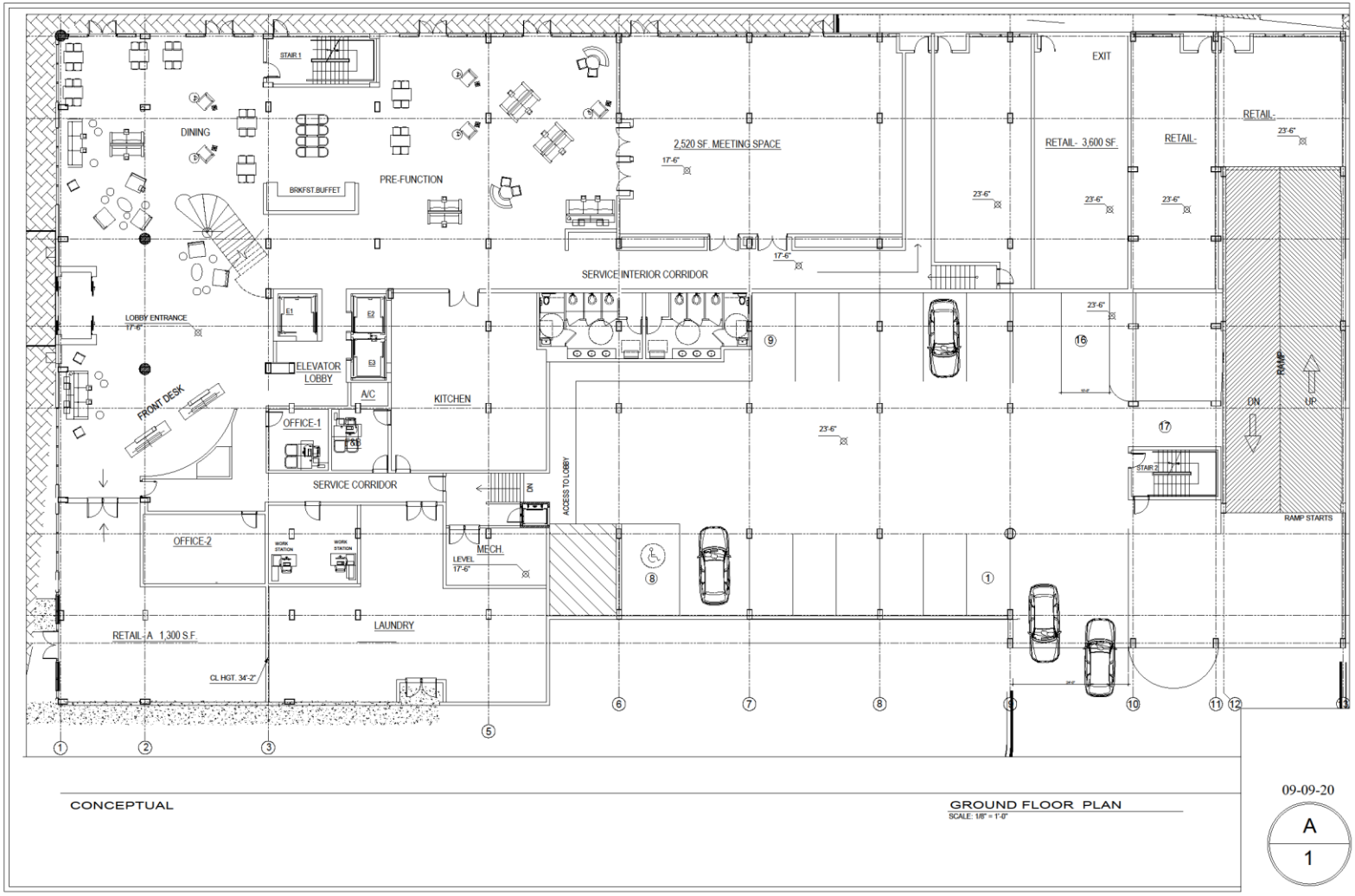
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Conceptual Development Plan

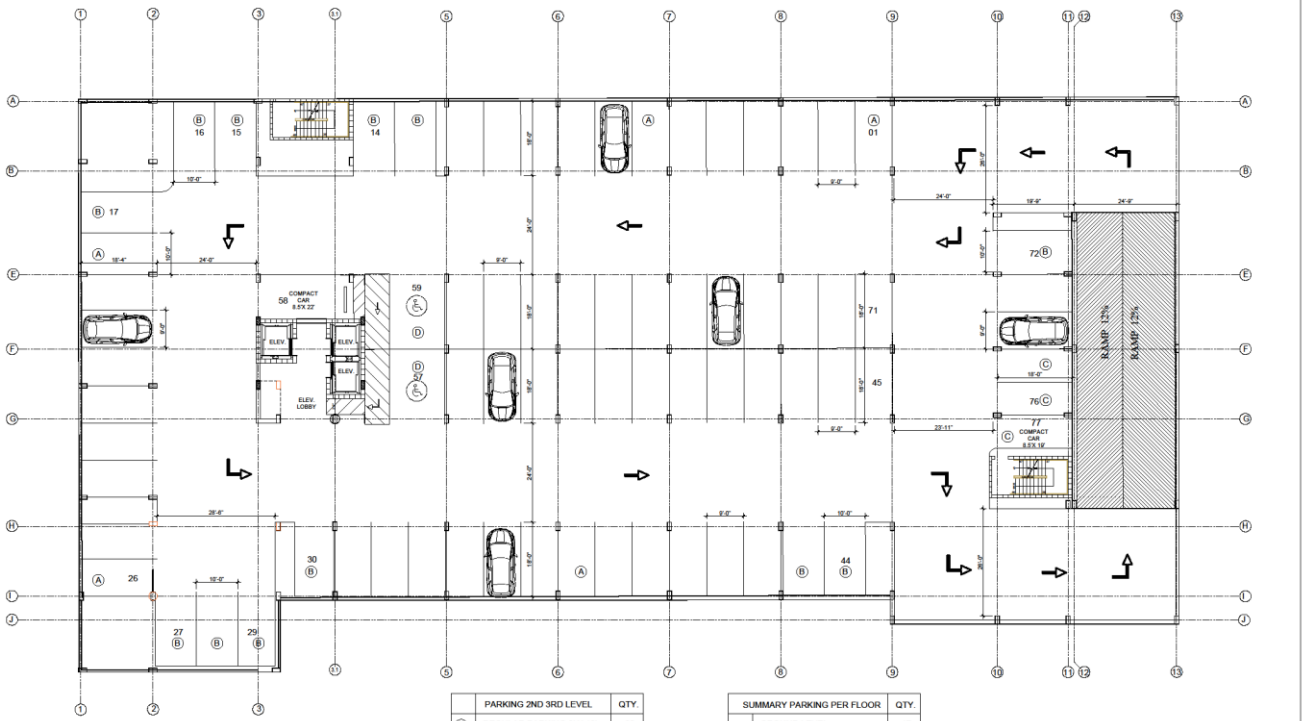


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Conceptual Development Plan



Conceptual Development Plan



	PARKING 2ND 3RD LEVEL	QTY.
A	REGULAR PARKING 9' X 18'	60
B	EXTENDED PARKING 10' X 18'	12
C	COMPACT PARKING 8.5' X 18'	3
D	ACCESSIBLE SPACES	2
	TOTAL 2nd 3rd LEVEL (each)	77

SUMMARY PARKING PER FLOOR	QTY.
GROUND LEVEL	17
2ND LEVEL	77
3RD LEVEL	77
4TH LEVEL	80
TOTAL PARKING GARAGE	251

ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
2ND - 3RD FLOOR

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC

OWNER:

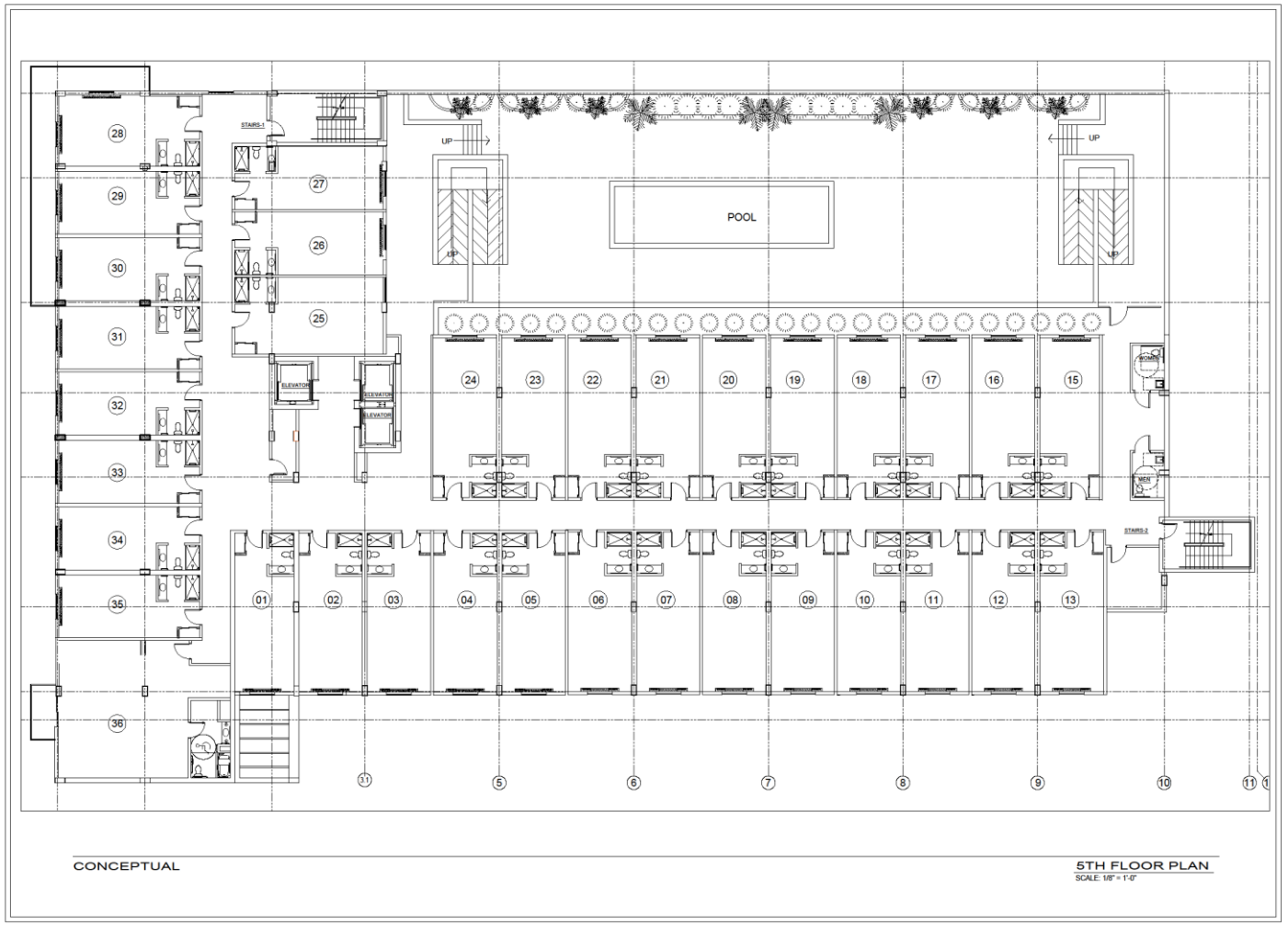
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COCOA FLORIDA

Conceptual Development Plan



ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
5TH FLOOR PLAN

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

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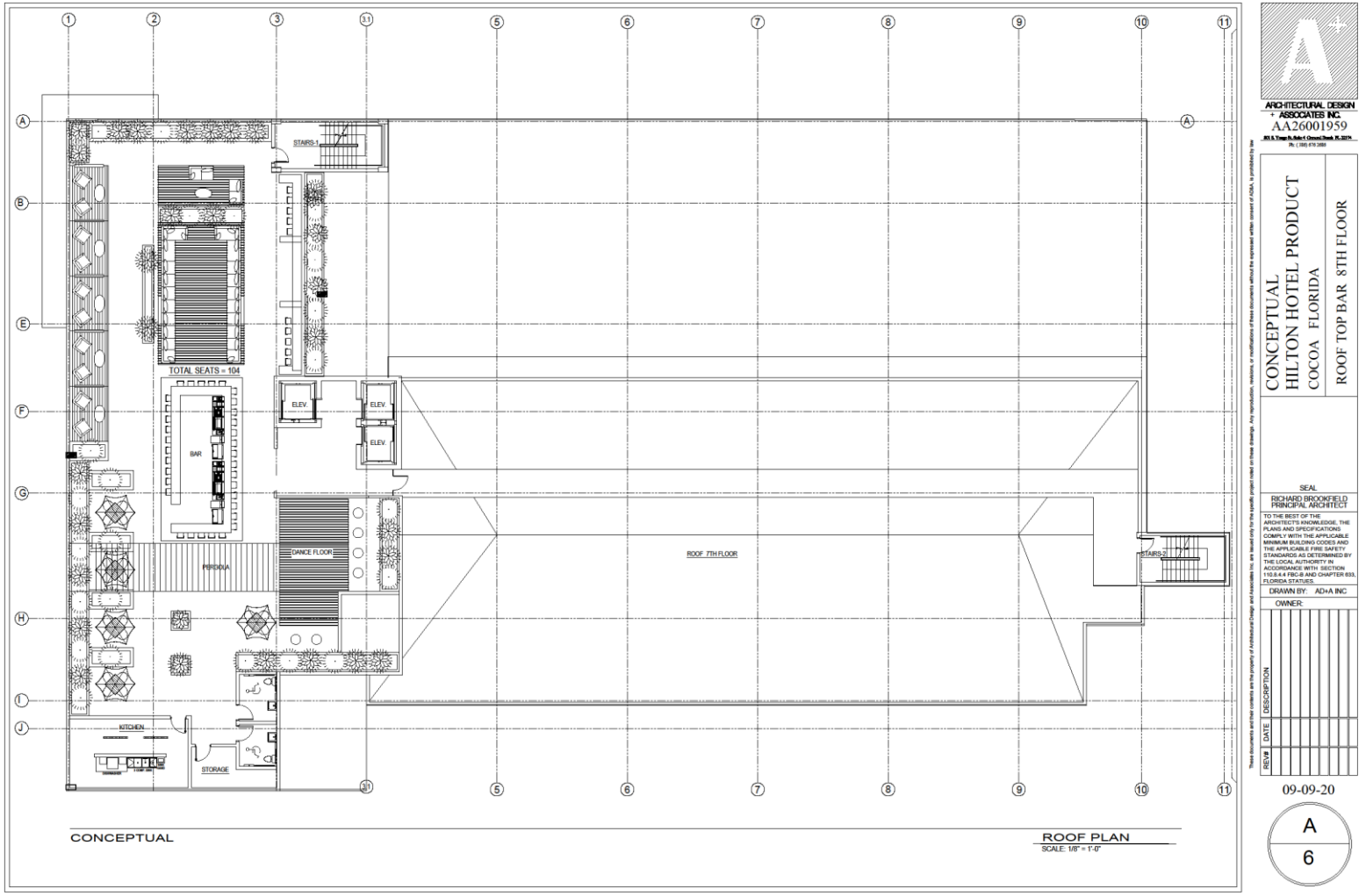
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COCOA FLORIDA

Conceptual Development Plan



ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
ROOF TOP BAR 8TH FLOOR

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT
TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC
OWNER:

REV#	DATE	DESCRIPTION

09-09-20

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6

COCOA FLORIDA

Conceptual Development Plan

Variances from Appendix A Zoning, Article XI, Section 22(I):

(A) Decrease the minimum frontage buildout from 90% to 78%

(B) Increase the maximum street setback on Factory Street from 10 feet to 36 feet

(C) Increase the maximum side street setback on Brevard Avenue from 10 feet to 23.2 feet

D) Increase the maximum side street setback from John Garren Lane from 10 feet to 29 feet

Waiver from Appendix A Zoning, Article XII, Off Street Parking:

(E) Reduce the parking space dimension from 10 feet by 20 feet to 9 feet by 18 feet

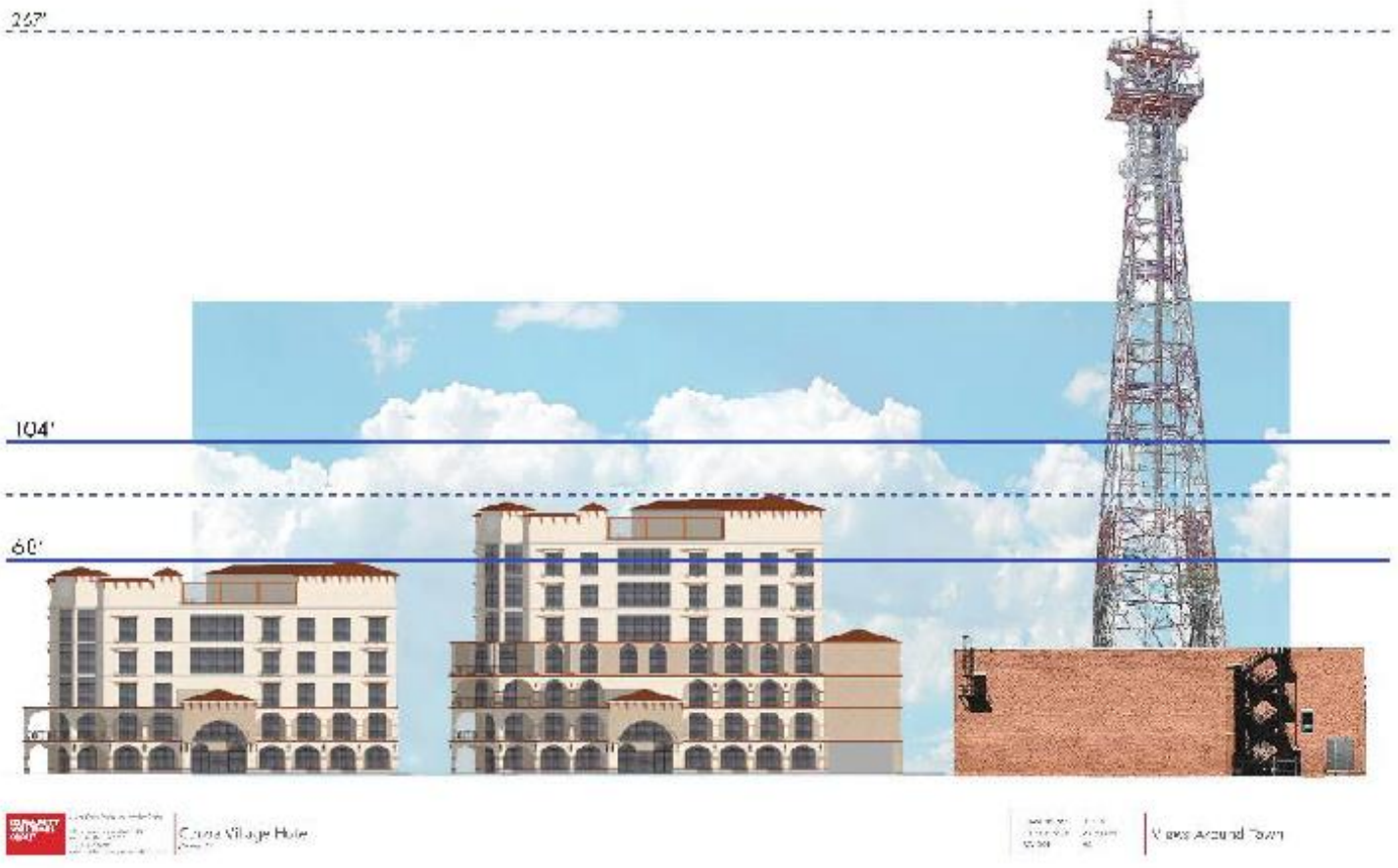
Building Height

The Conceptual Development Plan depicts a building with a total of 8 floors. The Cocoa Waterfront Overlay District allows up to 8 stories for a "Commercial Mixed-Use Large" building type on the subject parcels, with the following provision:

Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors:

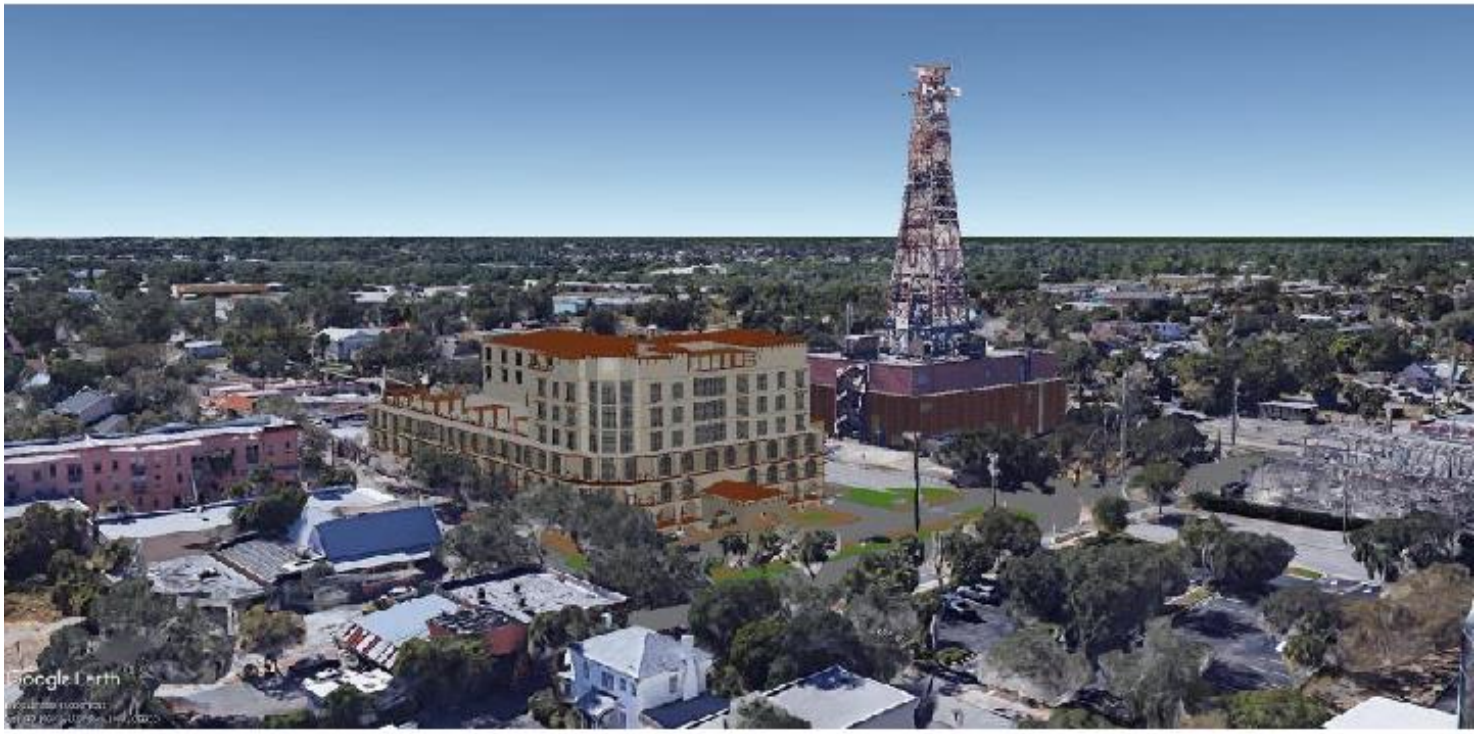
Economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Building Height



Options: 5 Story Hotel vs 8 story Hotel (view from Factory looking south)

Building Height



Aerial / Google Earth Views: Village looking Southwest from Church

Building Height



Aerial / Google Earth Views: Northwest from Derby/Delannoy

Elevations and Renderings

The Re-Development Agreement states that certain factors shall be considered with respect to approval of a Development Agreement, among them the “aesthetic quality and character, architectural design, physical and visual scale, and compatibility with the special and distinctive character of Cocoa Village.

Elevations and Renderings



Elevations and Renderings



Elevations and Renderings



Elevations and Renderings



Elevations and Renderings

- The applicant submitted revised elevation renderings dated 10-7-20 which match the building footprint to the civil/architectural plans but also removes the architectural design and character enhancing elements.

Elevations and Renderings



Elevations and Renderings



Elevations and Renderings



Recommendation

Previous Action:

The Planning & Zoning Board recommended approval of this item with conditions at a Special Meeting on October 22, 2020.

Recommendation:

Approval of the Binding Development Agreement and Conceptual Development Plan, subject to the following condition:

1. Revision of the Conceptual Development Plan to incorporate the architectural features depicted in the Elevation Renderings of 9-18-20

- Direction on timeframe to complete condition
- Direction on method of approval
- Direction on impact to parking spaces

Elevations and Renderings



Elevations and Renderings



Safe, Clean, and Green: Cocoa's Path to Prosperity

Cocoa's Sustainability Action Plan 2020

Why should Council vote to approve this plan?

1. This isn't just the cause of on individual Councilmember
2. Save $$$ in operations
3. Make Cocoa more prepared for storms and other chronic/acute threats
4. Make Cocoa more competitive for grants and outside funding
5. Make our community more attractive for businesses/ investors
6. Improve the quality of life for our citizens
7. Improve the strength and quality of our community

EXHIBIT B: Safe, Clean, & Green: Cocoa's Path to Prosperity, Cocoa's Sustainability Action Plan 2020

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sustainability Advisory Committee, established December 2017 to "advise and assist the City in establishing a written Sustainability and Resiliency Plan."-- City of Cocoa Resolution 2017-137, Section 3b

Current and Contributing Members:

Trina Gilliam
Linda Gombert
Susan Hushla
Paul Johnson
Council Liaison Koss
Robert Musser
Giselle Nieman
Kaylyn Palmer
Jennifer Riggs
Angelique Rinaldi
Jo Shim
Marlene Weiss

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

This isn't just the cause of on individual Councilmember

- Municipalities, counties, and states across the nation are adopting sustainability plans to **improve their response to threats, use their operations $$$ more effectively, and increase the quality of life for their residents socially and economically**
- 30+ sustainability plans already adopted in Florida
- In Brevard: Satellite Beach, Melbourne Beach, Palm Bay, Cocoa Beach have already adopted plans
- Universities and Hospitals are adopting sustainability plans because it improves the efficiency of their service

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Some Florida City Sustainability Plans

- Fort Lauderdale, Broward County, FL: Sustainability Action Plan
- Orlando, Orange County, FL: GreenWorks Municipal Operations Sustainability Plan
- Winter Park, Orange County, FL: Winter Park Sustainability Action Plan
- Pinecrest, Miami - Dade County, FL: Green Action Plan
- Tampa, Hillsborough County, FL: City of Tampa Annual Sustainability Report 2014
- Key Biscayne, Miami - Dade County, FL: Key Biscayne Sustainability Plan
- Palm Bay, Brevard County, FL: Sustainability Master Plan 2010
- Miami Beach, Miami - Dade County, FL: Sustainability Plan, Energy Economic Zone Work Plan
- Coconut Creek, Broward County, FL: City Green Plan
- West Palm Beach, Palm Beach County, FL: Rethink Paradise: West Palm Beach Sustainability Action Plan
- Marathon, Monroe County, FL: The City of Marathon Sustainability and Climate Plan 2012
- Tallahassee, Leon County, FL: City of Tallahassee Greenprint, A Roadmap to a More Sustainable Future
- Delray Beach, Palm Beach County, FL: 2013 Delray Beach Sustainability Report
- Clearwater, Pinellas County, FL: Clearwater Greenprint: A Framework for a Competitive, Vibrant, Green Future
- DeLand, Volusia County, FL: City of DeLand Sustainability Action Plan
- Davie, Broward County, FL: Town of Davie, Florida Sustainability Action Plan
- Largo, Pinellas County, FL: City of Largo Strategic Plan, Reconnecting the Community

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Some Florida County Sustainability Plans

- Broward County Energy and Sustainability Program 2011 Municipal Green Initiatives Survey Summary Report
- Miami-Dade County Greenprint, Our Design for a Sustainable Future
- Greenkeys Sustainability Action Plan, Monroe County, Florida
- Rethink Paradise: West Palm Beach Sustainability Action Plan
- Volusia County Sustainability Action Plan
- Hillsborough County Government Energy and Sustainability Plan
- completeLee: Sustainability Plan
- The Sarasota County Roadmap to Sustainability
- Sustainable Orange County Plan

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

- What does "Sustainability" mean?
    1. Consistently working in the intersection of

       People

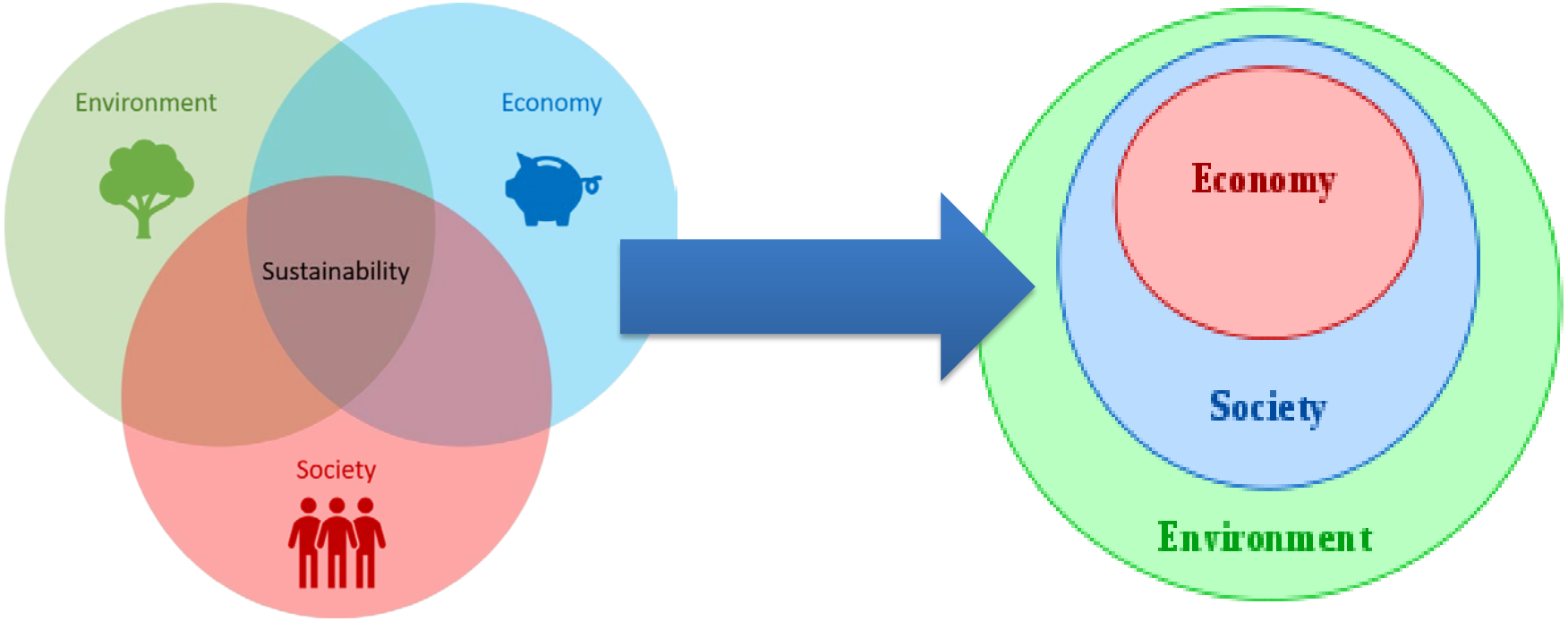
       Planet

       Profit

    2. Meeting the needs of today without compromising the ability of future generations to meet their own needs
- **Why pursue it?** By targeting the **triple win of environmentally friendly, economically vibrant, and socially equitable,** sustainability optimizes effort, effectiveness, and $$$.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity



There is no economy without society, and there is no society outside of our environment. We need a healthy environment and a healthy society to thrive economically.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

What does "Resiliency" mean?

"The capacity of a system to absorb disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so as to still retain essentially the same function, structure and identity."

--City of Cocoa Resolution 2017-137, Section 3. (a)

The capacity to recover quickly from difficulties; toughness.

The capacity of an object to spring back; elasticity.

--Oxford Languages/Google

Addressing **chronic and acute threats to improve response**.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Cocoa volunteer leaders worked together in **open, publicly noticed meetings for the past two years** taking detailed look at Cocoa, researching, analyzing, coordinating with staff, and forming a Sustainability Action Plan that will:

- improve the quality of the natural environment and our citizens' ability to enjoy it
- reduce the risk posed by natural disasters
- lower resource consumption
- reduce pollution
- increase citizen awareness and engagement
- enhance the community's socio-economic and health conditions
- position Cocoa to build a more diversified and clean-tech-oriented economy in future years

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

This plan aligns well with a body of work that makes us storm-prepared AND. . . . .

1. Prioritizes equity and empowerment, mapping out sensible, practical ways Cocoa as a municipality can increase citizen awareness and engagement. Equity and empowerment benefit everyone; they are foundational elements of successful democracies.
2. Reflects the community's perception that Cocoa has a unique natural beauty that is valuable and worth preserving.
3. Pre-positions Cocoa for smart work in economic development: vocational training, clean-tech, attractive greenspaces and recreation, engaged ethos that is welcoming to all people, more efficient and robust infrastructures, helps preserve our insurance and bond ratings, habituates us to harnessing grant opportunities.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

This Sustainability Plan *alone* among City of Cocoa documents . . .

1. Identifies how Cocoa's history and demographics relate positively to its sustainability, resilience and future.
   - addresses Cocoa's history and diversity as sources of resilient strength
   - addresses Cocoa's economic challenges as grant and funding opportunities
   - addresses recalcitrant racism as a component of Cocoa's reputation problem
   - presents several of Cocoa's African American histories to illustrate our community's long-standing dynamism, activism, organization, industriousness, and invention; these exemplify resilience and bode well for our future
2. Prioritizes equity and empowerment, mapping out sensible, practical ways Cocoa as a municipality can increase citizen awareness and engagement. Equity and empowerment benefit everyone; they are foundational elements of successful democracies, and resilient communities.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

- Major Challenges
  - Stormwater management; floodplain management
  - Stormwater pollution into the IRL
  - Cocoa's reputation, blight, and sometimes self-perception
  - Chronic health conditions and limited health services in Cocoa
  - "Small" business environment
- Advantages in our favor
  - Demographics and challenging economic statistics can be a source of grant money and support for smart remedies
  - **Our diversity and history are a unique superpower of resilience and strength**
  - Our beautiful setting inspires people to take care of it; we practically live in paradise
  - Large and active city staff

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sample Recommendations for **Built Environment**

- Create an ample supply of **public green spaces** designed to encourage consistent active and passive use and ensure equal access to well-maintained public parks, green spaces and facilities throughout the city.
- Pilot a **Sustainable Design Scorecard** for new residential and non-residential design to evaluate against set sustainable benchmarks: Energy/Water Efficiency; Thermal Comfort; Overall Environmental Sustainability Performance; Florida-Friendly Landscaping.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sample Recommendations for **Equity and Empowerment**

- Provide **civics education programs** directed towards **youth and adult** residents of the city. Encourage adults and young people to participate in the **Citizens Academy**.
- Improve the City of Cocoa's website to **enhance communication**.
- Initiate outreach to conduct a **comprehensive environmental justice assessment**.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sample Recommendations for **Health and Safety**

- Improve bicycle and pedestrian amenities to create **multimodal commuter pathways** in the City of Cocoa.
- Partner with community groups to sponsor programs that **encourage active living** for adults and children.
- Encourage residents to develop **emergency kits and evacuation plans**; encourage business and other organizations to develop emergency procedures and shelter in place plans. Publish emergency response information.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sample Recommendations for **Natural Systems**

- Participate in **habitat restoration programs on public lands to filter/improve IRL water quality.**
- Create **stormwater pond parks and bio-retention sidewalks and trails**.
- Pursue funding opportunities for **inspection of lateral sewer lines**.
- **Increase quantity and effectiveness of green infrastructure**.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Sample Recommendations for **Climate and Energy**

- **Educate residents on solar energy costs and payback**, increase solar use in municipal buildings, affordable housing, as well as residences in general.
- Adopt **"Ready for 100"** Resolution.
- Investigate and establish **vocational cross training in PV/Electrical/Roofing**. Invent a new career path for Cocoa students to pursue: cross-trained solar technician. Help companies hire this cadre to support increased conversions in the area, and reliable maintenance thereafter. Market broadly to increase Cocoa's participation in skilled workforce.

COCOA FLORIDA

Safe, Clean, and Green: Cocoa's Path to Prosperity

Cocoa's Sustainability Action Plan 2020

Why should Council vote to approve this plan?

1. This isn't just the cause of on individual Councilmember
2. Save $$$ in operations
3. Make Cocoa more prepared for storms and other chronic/acute threats
4. Make Cocoa more competitive for grants and outside funding
5. Make our community more attractive for businesses/ investors
6. Improve the quality of life for our citizens
7. Improve the strength and quality of our community

COCOA FLORIDA

eComment: Leslie Maloney <maloneyl731@gmail.com> 11:12 PM (3 minutes ago) My name is Leslie Maloney-1403 Pine St, Melbourne Beach, Fl 32951 I am commenting on Agenda items 20-722 and 20-730. ~~My comments are below~~. The Turtle Coast Sierra Club, which has over 2000 members and supporters in Brevard and Indian River County, is thrilled that the city of Cocoa is moving to formalize their energy goals through a resolution and sustainability plan. The Sierra Club Ready for 100 initiative has over 160 cities, ten counties, and eight states that have set similar goals -- to power their communities with 100% clean, renewable energy. Cocoa will receive lots of support as well as gain national attention by passing the resolution. Locally, Satellite Beach passed their Ready for 100 resolution over a year ago and can be another Brevard resource. Many cities are banding together to advocate for improved energy policies at the state level too. Cocoa must make sure that ALL their citizens benefit from this shift and that no community is left behind. Setting a goal, having a plan and making a commitment is the first step to renewable energy transition. I urge you to pass the Ready for 100 resolution and the Sustainability Plan and I congratulate Councilwoman Koss, Sustainability Board Chair, Jennifer Riggs and the entire Cocoa Sustainability Board for their hard work and vision.

View and Analyze eComments

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eComment: Good evening Mayor/Council, First and foremost I want to congratulate the Sustainability Committee on their hard work to develop the SAP. My concern is with the cost associated with implementing the plan. As I stated in my e comment at Councilwoman Koss's town hall the rising cost of fees to property owners within the city may become cost prohibitive to the average wage earner in Cocoa. As identified in this plan the average medium income is appro 29k with a higher the average population living below the poverty level. This plan is ambitious and may or may not be attainable other than the low cost or no cost proposals. The future of the city is one that hinges on the creation of jobs, revitalizing neighborhoods and improving it's image. My hope is that this council and future councils will keep in mind what's best for the majority of it's resident's. The city definitely needs to improve on services lacking in the economically challenged areas but not to the expense of creating an environment that is cost prohibitive to the majority of it's residents. Thank you, Jeri Blanco Cocoa, FL 32922

View and Analyze eComments

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Carie Shealy

From: Barbara Williams <barbara.and.roger@icloud.com>
Sent: Monday, October 26, 2020 4:47 PM
To: Carie Shealy
Subject: Comments for Cocoa City Council Oct 27,2020 Meeting

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

From: Barbara And Roger Williams of 2606 N Indian River Dr, Cocoa, Fl 32922

Issue: Approval of Sustainability Action Plan

Remarks: We are proud to live in a city that has supported a community effort to put together a plan for the protection of its future and we ask that the council members approve this very well thought out plan.

Legislation Details (With Text)

File #:	20-826	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/24/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting of November 10, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-10-2020 Minutes ADA.pdf EXHIBIT A -E COMMENT FROM J. BLANCO.pdf EXHIBIT B-Orchid Lake Meeting Powerpoint.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting of November 10, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

powered by Legistar™

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular City Council meeting of November 10, 2020, as written or with amendments.

powered by Legistar™

MINUTES
City of Cocoa
Regular Meeting of The City Council

November 10, 2020

A Regular City Council Meeting was held on Tuesday, November 10, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Jason McCuen, Helpdesk Support Tech; Lora Howell, Deputy Finance Director; Dodie Selig, Planning Manager; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda & Minutes:

1. Agenda: Regular Meeting of November 10, 2020 (20-759)

2. Minutes: (a) Regular Meeting of October 13, 2020 (20-760)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to amend the Agenda for the Regular meeting of November 10, 2020 with the addition of the application of Kristina Jackson to Item VIII.3.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Minutes for the Regular meeting of October 13, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. <u>Approval of Item 20-795:</u>

Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of Related BAF # 20-030-T for Bond Issuance Closing Costs. (20-795). (Finance Director)

Mayor Williams announced that there will be a fifteen minute break after the approval of this item to sign documents.

Ms. Bowman explained what this item entailed and mentioned that this was the finalization of payoff of state revolving bond funds. She reminded Council that on September 23, 2020 staff brought forward an approval for an RFP a Tax-Exempt Refunding Bank Loan, Series 2020, in order to finance the multiple SRF loans with the assistance of the City's financial advisor. On October 27, 2020 Council approved the financial advisor's recommendation to refinance the outstanding SRF loans.

She provided final rates and net savings and pointed out that no reserves would be held by doing this refinancing. Resolution No. 2020-234 is a composite to put all loans (there are some dating back to the 1990's) into one document.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Meeting stopped at 6:06 p.m. in order to sign documents and reconvened at 6:20 p.m.

III. Awards and Presentations:

None.

IV. Delegations:

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to move Reports to the end of the meeting.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Emma Kirkpatrick and Janne Etz, HCVA, thanked the outgoing Council for their service on behalf of HCVA and provided flowers to each of them.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, spoke about traffic stops and asked why the Cocoa police have not stopped the drugs and prostitution at Provost Park. Additionally, a few months ago cameras were approved and he asked where those would be installed.

Chief Cantaloupe advised that the Police Department was allocating their JAG grant funds for cameras. It would take a little time as they just received the award. They will be working with a company to get them installed now that they have the award. Mr. Dennis thanked him.

Ms. Gemmati read an E-Comment[1] into the record from Jeri Blanco of Cocoa.

Councilmember Koss responded to Ms. Blanco's comment and noted that FPL does not believe that it is all unreachable. She noted that we may find that we are creating economic benefits and lifting up those communities. This will require unconventional thinking or a shift in thinking but the City is positioning ourselves for available opportunities. She is proud of the plan and hoped that Ms. Blanco would take the time to read it, as well as everyone else, and support it. She invited

[1] EXHIBIT A: E-Comment from J. Blanco

all to the Sustainability Advisory Board's monthly meeting where they will focus on different topics. The plan is on the website.

V. Reports:

Reports was moved to the end of the agenda.

VI. Consent Agenda:

1. Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment. (20-718). (Utilities Director)

2. Approval to execute the Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $50,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-028-A, accepting the Revenue and Transferring Funds between Accounts for the Balance. (20-733). (Public Works Director)

3. Approve a Resolution Amending the FY 2021 Budget, BAF# 21-012 T (2), pertaining to the COVID Payroll Payout through the use of Contingency in Multiple Funds and Police Union Salary Adjustments through the use of General Fund Contingency. (20-734). (Finance Director)

4. Approve Change Order #1 to FY20 P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, for the re-mobilization and replacement of a Variable Frequency Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order. (20-739). (Utilities Director)

5. Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Rockledge to Identify and Share Common Costs Associated with the Cocoa Utilities Project and Rockledge Pluckebaum Project, and to Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project. (20-741). (Utilities Director)

6. Approve Participation in a Cooperative Purchase Agreement with Thompson Pump & Manufacturing Co., Inc., Port Orange, Florida, Utilizing the Florida Sheriffs Association Contract FSA19-VEH17.0, Item 171, Effective October 1, 2019

through September 30, 2020, with one (1) two-year extension, to Purchase a 4-Inch Pump with a Trailer; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds. (20-747). (Utilities Director)

7. Approve a Resolution Amending the FY2021 Budget, BAF # 21-026-A, Accepting the Bulletproof Vest Grant Award for $16,979.50. (20-748). (Chief of Police)

8. Approve Task Order 2020-17 and Amendment using the Continuing Services Agreement with Infrastructure Solution Services (ISS) for Engineering Design, Permitting and Construction Support Services of the sidewalk improvements project on Aurora Street for $66,293.00. Authorize the City Manager to execute the all agreements and issue the purchase order. (20-751). (Public Works Director)

9. Approve a Budget Resolution Amending the FY21 Budget, BAF #21-027-A&T (2 Pages), Reducing the Expected Grant Revenues for the VOCA Grant and City Match, and Allow the City Manager to Enter into the Contract. (20-753). (Chief of Police)

10. Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center; Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals; Approve Resolution Amending the FY21 Budget BAF# 21-025-T, through the use of General Fund Contingency, for the additional cost to purchase Seven (7) Police Hybrid Patrol vehicles; and Approve A Resolution Amending the FY21 Budget BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando. (20-771). (Public Works Director)

11. Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements. (20-773). (Public Works Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-758). (Administrative Services Director)

Attorney Garganese read Ordinance No. 18-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 18-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-197, PRE-RETIREMENT DEATH; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-207, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati added no changes have been made since first reading and a no impact letter was provided to the state.

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Ordinance No. 18-2020 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Ordinance No. 19-2020/2nd and final reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-761). (Administrative Services Director)

Attorney Garganese read Ordinance No. 19-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 19-2020

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-110, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-111, PRE-RETIREMENT DEATH; AMENDING SECTION 2-120, MISCELLANEOUS PROVISIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati advised that there have been no changes since first reading.

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Ordinance No. 19-2020 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the residence located at 17 Travis St., be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa. (20-735). (Chief of Police)

Chief Cantaloupe advised that this was approved by the Code Board and was their recommendation. The property is in compliance.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the lien reduction to $1,145.34.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the current Code Enforcement Lien for the property located at 1053 Hickory Ln., be reduced to $3,800.00 as recommended by the Code Enforcement Board. (20-736). (Chief of Police)

Chief Cantaloupe advised that this was approved by the Code Board and was their recommendation. The property is in compliance.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the lien reduction to $3,800.00.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the appointment of Joy Rutherford as a member of the Sustainability Advisory Committee. (20-769). (Administrative Services Director) & Kristina Jackson.

Ms. Koss announced that this committee meets the first Thursday of the month at 6 p.m. and invited all to join them.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the appointment of Joy Rutherford as a member of the Sustainability Advisory Committee.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (20-772). (Assistant City Manager)

Mayor Williams was in favor of continuing this for another month.

Attorney Garganese explained that the ordinance remains in effect until Council terminates it so no action is required. It has to come back every 30 days for review.

After questions posed by Council, he confirmed that Ordinance No. 13-2020 would remain in effect.

5. Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023. (20-776). (Administrative Services Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss pointed out that Mr. Park was in attendance and thanked him for his service.

6. City Council direction to provide a Local Government Contribution for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205 (20-777). (Community Services Director)

Nick Echeverria with Housing Trust Group provided a presentation[2] on Orchid Lakes and explained that they were proposing a 110 rental senior housing community. The development would be located between Michigan Avenue and Clearlake Drive. He pointed out that there is a public transportation site nearby as well.

A conceptual site plan of Orchid Lake was shown and he explained that it would be two garden style developments with resort style amenities. They will specialize in green building techniques.

He spoke about the amenities offered and provided the 2020 rental rates and showed a breakdown of income limits by number of persons in the household.

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[2] EXHIBIT B: Presentation: Orchid Lake-A Proposed 110 Unit Affordable Rental Community for Seniors

Mr. Echeverria advised that they were asking of a fee waiver or a grant from the City in the amount of $50,000. They will receive five points on the application for Local Government Support which would make them be much more competitive and successful in receiving the funding. He further pointed out that in the application, Brevard County's amount has to be $50,000.

Lastly, he pointed out the benefits of the City involvement with this project. He provided photos of other developments in Titusville and Pembroke Pines.

City Manager Whitten asked about the city and county impact fees and what the split would be. He requested that Mr. Echeverria provide that information to Ms. Bunt.

Councilmember Koss noted that there are greenways that would lead right up to this property and help with amenities. Mr. Echeverria agreed that they would be open to working with the City on greenspace area. They could incorporate that into the development if allowed by the City.

Ms. Bunt reminded Council that the funding had to be in the way of a building permit fee waiver, loan, or a grant from the General Fund.

Mr. Echeverria agreed that all meet the requirements. Attorney Garganese suggested the building permit fee waiver because at that point the city could waive $50,000 in building permit fees.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the item and to waive the building permit fees.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor. (20-738). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park. (20-763).(Public Works Director)

Mr. Smith explained that the City's share was $25,000 as this is a 50/50 match. Our share is $25,000 on this as it is a 50% match.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin. (20-767). (Public Works Director)

Mr. Smith advised that this was the same process as above and is also a 50/50 match. The estimated cost is $60,000 so our cost will be $30,000.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Jerry Sansom advised that he was the FIND Director for Brevard County and he thanked Council as they have always had a great relationship. He hoped that the City would be applying for Phase 2 and mentioned that there was talk in the past regarding the improvement of the old fishing pier. They can help with 50% of that as well. He further mentioned that about eight months ago there was a fire on a vessel and the police boat was out of service and there was no fire capability. He asked if the City could look into adding fire capability to the police boat or consider an upgrade to a new vessel or something more suitable. He advised that FIND could help with the funding and thanked them again.

Multi-Year Contracts:

4. Approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance

services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21 Budget, BAF#20-029-T. (20-749). (Chief of Police)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 10/31/2020. (20-788). (Finance Director)

Reports:

Chief Lamm provided an update on COVID-19 and advised that there were 847,821 cases to date in the State of Florida, with 12,780 in Brevard County. There are 1,165 in Cocoa, and 56 active cases in the City limits. He pointed out that we are continuing to see numbers rise and have seen a larger than usual spike in the last couple of weeks. They will continue to monitor and take protective measures throughout the City.

Chief Lamm provided an update on Hurricane Eta and mentioned that as of 3 p.m. today the system had stalled and was moving at about 7 mph. The latest projected models show it going to the panhandle and now models are drawing it back across the center of the State late Wednesday night, early Thursday. The City is already taking preparations in the event something happens on Wednesday since the City offices are closed. It is just too far out at this time to predict or determine what we will do.

Mr. Walsh announced on November 19th there will be a community meeting for people on Indian River Drive for the IRL grant money to install sewer lines. It is from 4-7 p.m. at the Cocoa Library and they will be available to answer any questions for those who have interest in the project.

Councilmember Warner thanked staff for all of their hard work and noted that she would miss the staff.

Councilmember Boisvert has served for 10 ½ years and it has been a great run with great staff. He thanked all members of Council and all of those in attendance. He will miss this but would be back.

Councilmember Koss thanked the Cocoa Rotary who did a litter pickup at the park this weekend.

Councilmember Koss advised that she had been reflecting on accomplishments and was very proud that they started the Police Community Relations Advisory Committee and the Sustainability Advisory Committee. However, she was still confused as to why they are called advisory "committees". She felt it was important to be consistent since others are "boards".

* **MOTION by Councilmember Koss to change the Sustainability Advisory Committee, the Police Community Relations Advisory Committee, and the Affordable Housing Committee to Boards.**

Attorney Garganese explained that at least two of the three committees were established by resolution and if they want to name them a board rather than a committee than it is their prerogative.

THE MOTION WAS SECONDED BY DEPUTY MAYOR GOINS.

Ms. Bunt advised that the Affordable Housing Committee cannot be changed as it is in the Florida Statutes that it must be a committee.

Attorney Garganese advised that a resolution would have to be done to change the name. He agreed that one could be brought back renaming those two committees.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to have a resolution renaming those two committees brought back to Council.**

Attorney Garganese advised that if Council wants they can authorize him to edit the resolution and have the Mayor sign it.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss will be resuming office hours on Monday's and Thursday's from 1-5 p.m. and will be putting out a quarterly newsletter. You can email her or go online to be put on the list to receive that.

Deputy Mayor Goins asked if the Assistant City Manager could give an update on the Arlington Apartments parking issue. In response, Assistant City Manager Fuhrer advised that a follow up was done and there was code enforcement action due to parking in the right of way. The Public Works director is reviewing the site to see if there is available parking.

Deputy Mayor Goins appreciated the outgoing Councilmembers and their hard work. He appreciates the arguments and disagreements. He believes that is what makes it worthwhile and shows that they are all independent thinkers. He appreciates Mayor Williams for being there for him personally and for his guidance. Councilmember Koss agreed.

Mayor Williams congratulated former Mayor Mike Blake for winning the election as well as Rip Dyal and Lavander Hearn.

Mayor Williams stated that it has been an honor and pleasure serving and appreciated the opportunity to lead the City, hopefully taking it to the next level. He loves his community and is grateful for staff and being able to work with all of them.

He has realized that he was so committed that he was neglecting his family because he was always committed to doing the right thing and being there for the citizens.

Mayor Williams is grateful for the opportunity to lead the City during the most unrest of times and it has made him stronger as an individual. This is not the end, as there is a lot more to be done.

XI. Adjournment:

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Regular meeting of November 10, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:23 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

From: Tammy Gemmati
To: Carie Shealy
Subject: FW: New eComment for City Council
Date: Tuesday, November 10, 2020 2:01:04 PM
Attachments: image002.png

For your minutes. I will read tonight.

Best Regards,

Tammy G.

From: Samantha Senger <ssenger@cocoafl.org>
Sent: Tuesday, November 10, 2020 9:50 AM
To: Tammy Gemmati <tgemmati@cocoafl.org>
Cc: Stockton Whitten <swhitten@cocoafl.org>
Subject: FW: New eComment for City Council

Tammy,

New e-comment that came in under delegations for tonight's Council meeting.

Samantha Senger, APR, APIO
Assistant to the City Manager and
Public Relations Specialist
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org



Stay Connected: www.CocoaFL.org

From: noreply@granicusideas.com <noreply@granicusideas.com>
Sent: Tuesday, November 10, 2020 9:46 AM
To: Samantha Senger <ssenger@cocoafl.org>
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

SpeakUp

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: 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.

eComment: Good evening Mayor/Council, The city recently adopted a city wide Sustainability Plan of Action to move the City towards 100% renewable, zero emission energy sources by no later than 2050. Cocoa has a higher than average population that lives below the poverty level, a statistic identified in the SAP. Studies have shown these communities risk the economic impacts green plans have with the potential to create urban climate injustice. The impacts and risks of green resilient infrastructure may worsen the security and vulnerability of long-term residents and create green climate gentrification, known as Green Gentrification. The cost of green programs have the potential of increasing the cost of living in areas predominantly occupied by vulnerable residents that cannot afford the cost associated with implementing these plans. Cocoa has struggled with high crime, blight throughout certain geographical areas and low employment opportunities for years. The city cannot afford to implement a sustainability plan that has the potential to negatively impact our economically challenged areas. The city should instead shift it's focus on job creation and on providing housing that's affordable to the average medium wage earner. As a city I believe we can and should do better for our residents. Moving the city to 100% renewable energy by 2050 is not a realistic goal in my opinion nor is it a goal that will benefit the entire population of Cocoa. Thank you, Jeri Blanco Cocoa, FL 32922

View and Analyze eComments

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Orchid Lake

A Proposed 110 Unit Affordable Rental Community for Seniors

EXHIBIT B: Orchid Lake Presentation

SUMMARY

Housing Trust Group, LLC
Principal: Matthew Rieger

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

RECENT AWARDS





Housing Trust Group, LLC
Recent Awards:

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

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

Fastest Growing Companies in 2016,
Real Estate Forum Magazine

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

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

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

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

HTG

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



#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA

#19 AFFORDABLE HOUSING DEVELOPER IN THE US

RANKED BY AFFORDABLE HOUSING FINANCE

7,000 UNITS | **38** COMMUNITIES

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





9% • 4% • HUD • PPP

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

NAMED 2016 FASTEST **GROWING** COMPANIES BY REAL ESTATE FORUM MAGAZINE

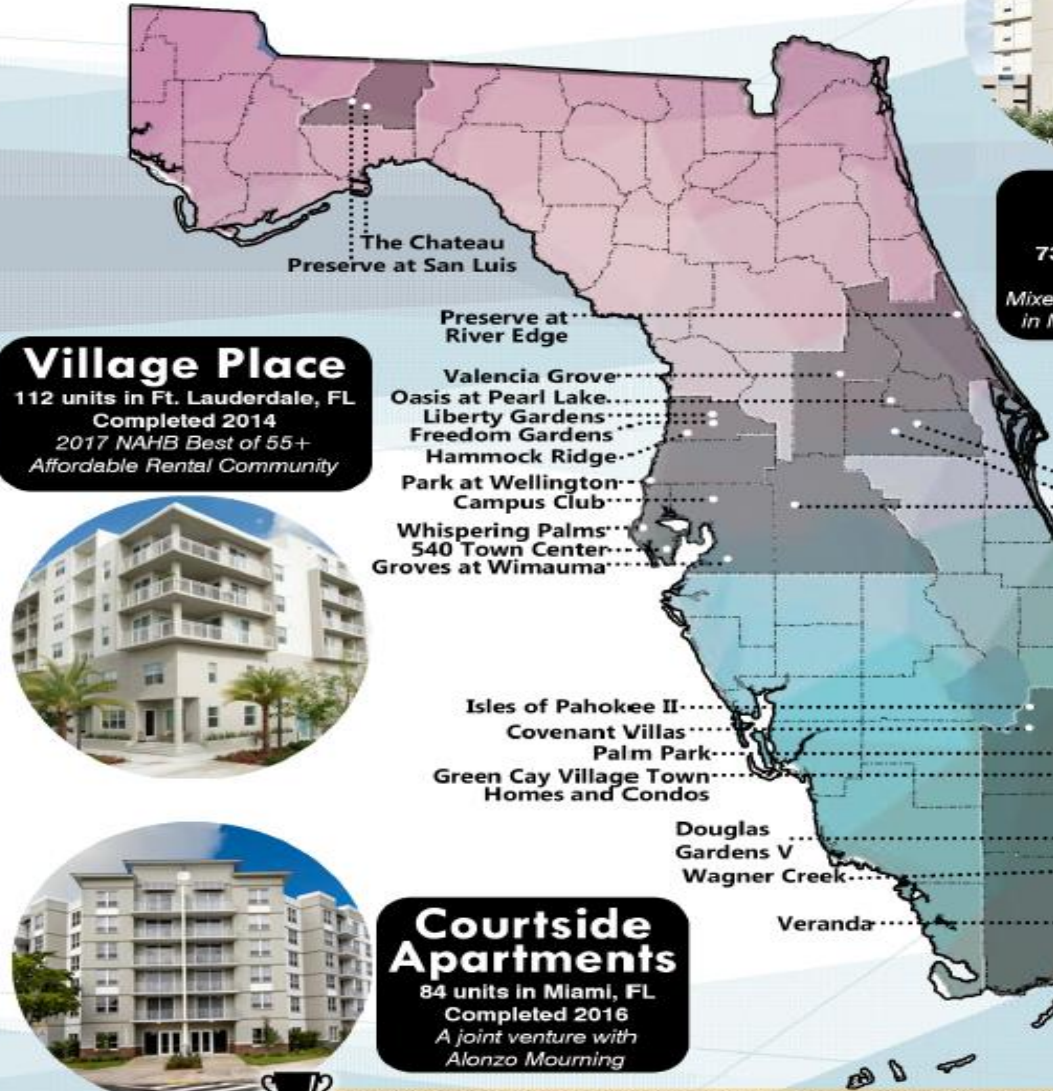


2018: 6 NEW COMMUNITIES FUNDED BY FHFC

FLORIDA



Wagner Creek
73 units in Miami, FL
Completed 2016
Mixed income development in Miami's Health District



Village Place
112 units in Ft. Lauderdale, FL
Completed 2014
2017 NAHB Best of 55+ Affordable Rental Community

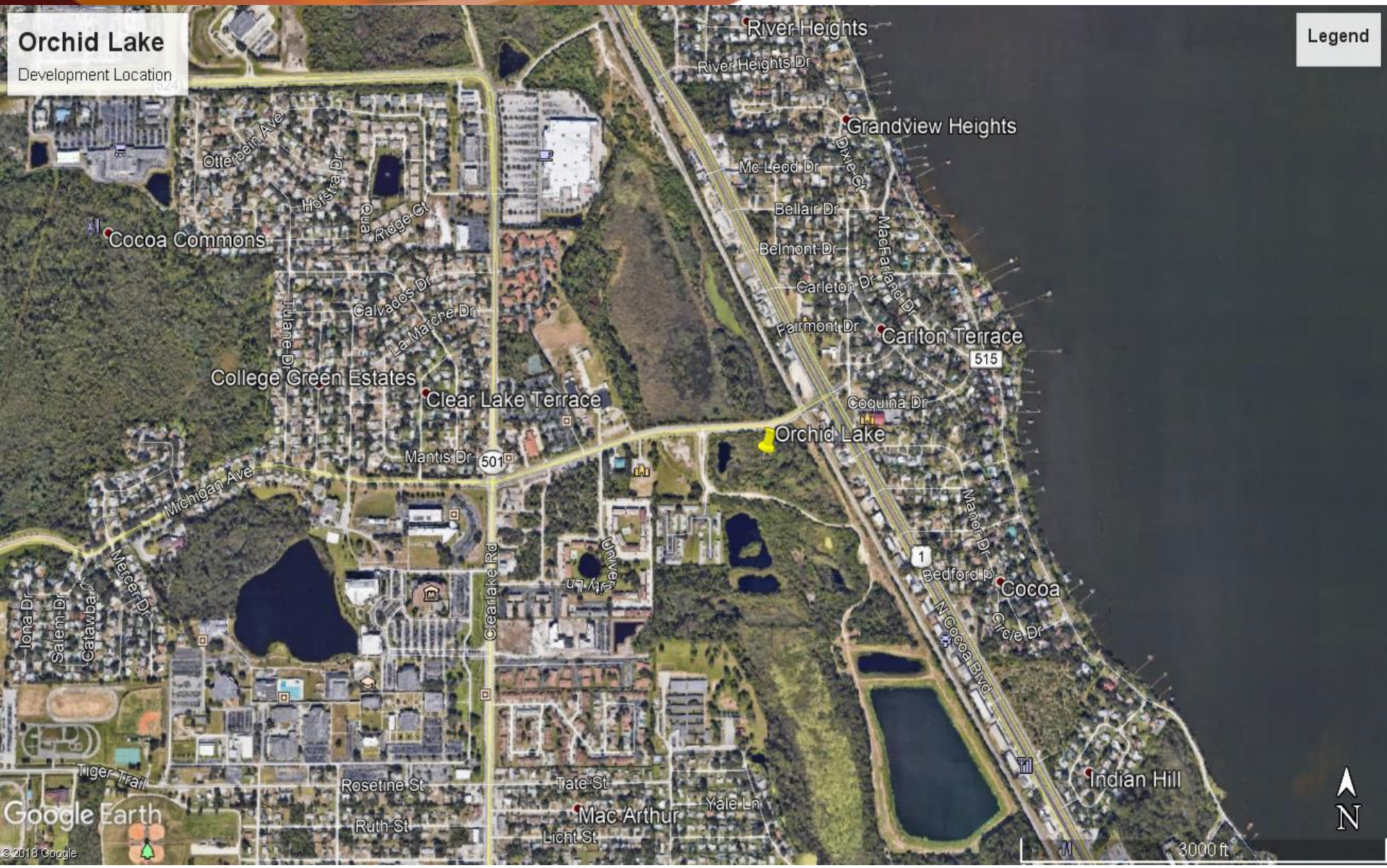
Courtside Apartments
84 units in Miami, FL
Completed 2016
A joint venture with Alonzo Mourning

Best Affordable Project - South Florida Business Journal Structure Awards 2017
Best Family Community - Reader's Choice Awards 2017, Affordable Housing Finance

We Are Proposing:

- **110 Unit** Affordable Rental Community for Seniors
- Total Development Costs of **$19 Million**
- Financed with **Federal Housing Tax Credits** Awarded through the State of Florida Allocating Agency
- FHFC Issued SAIL & Tax Exempt Bonds

Location Map





ORCHID LAKE CONCEPTUAL SITE PLAN

Sample Elevation



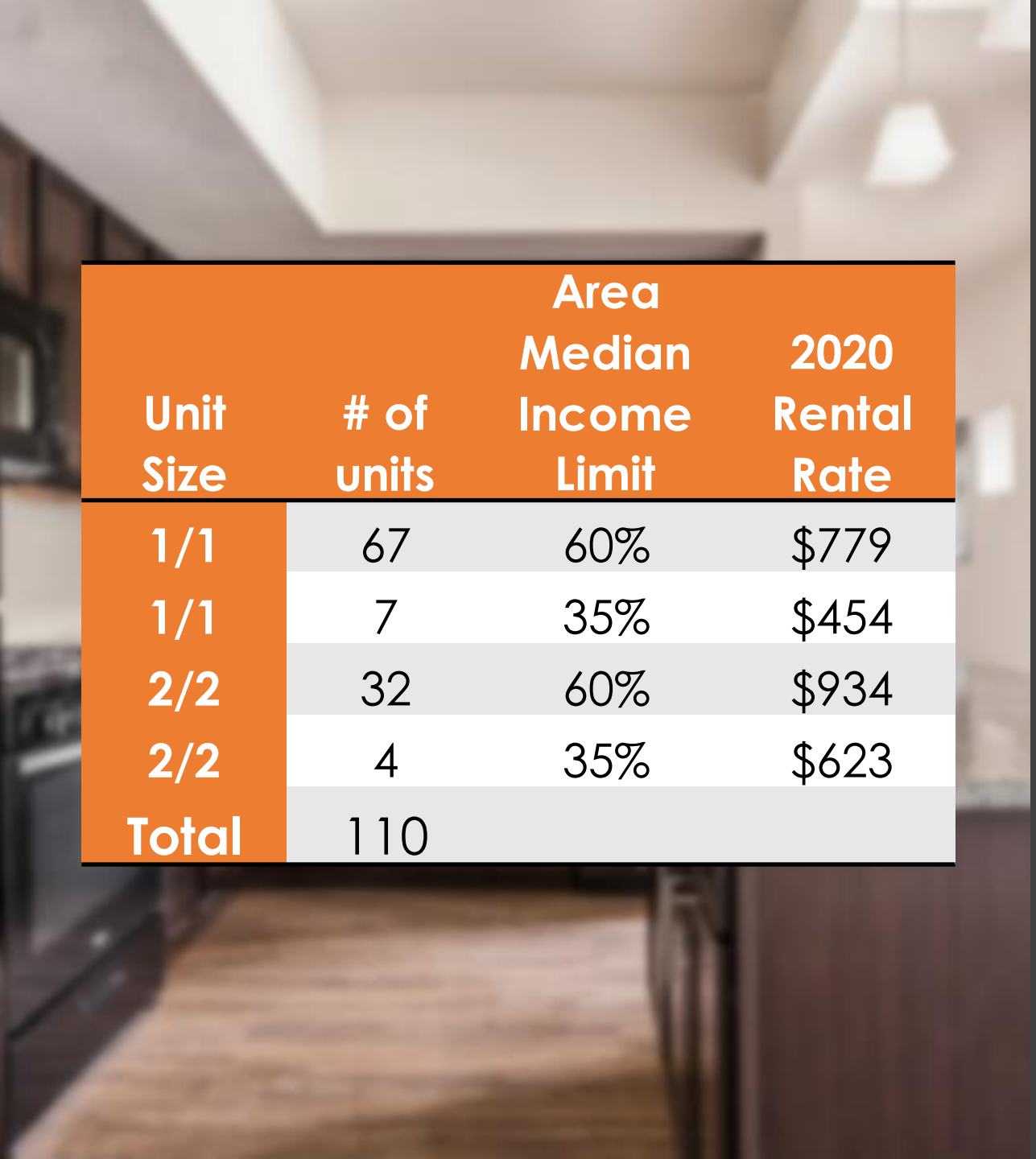








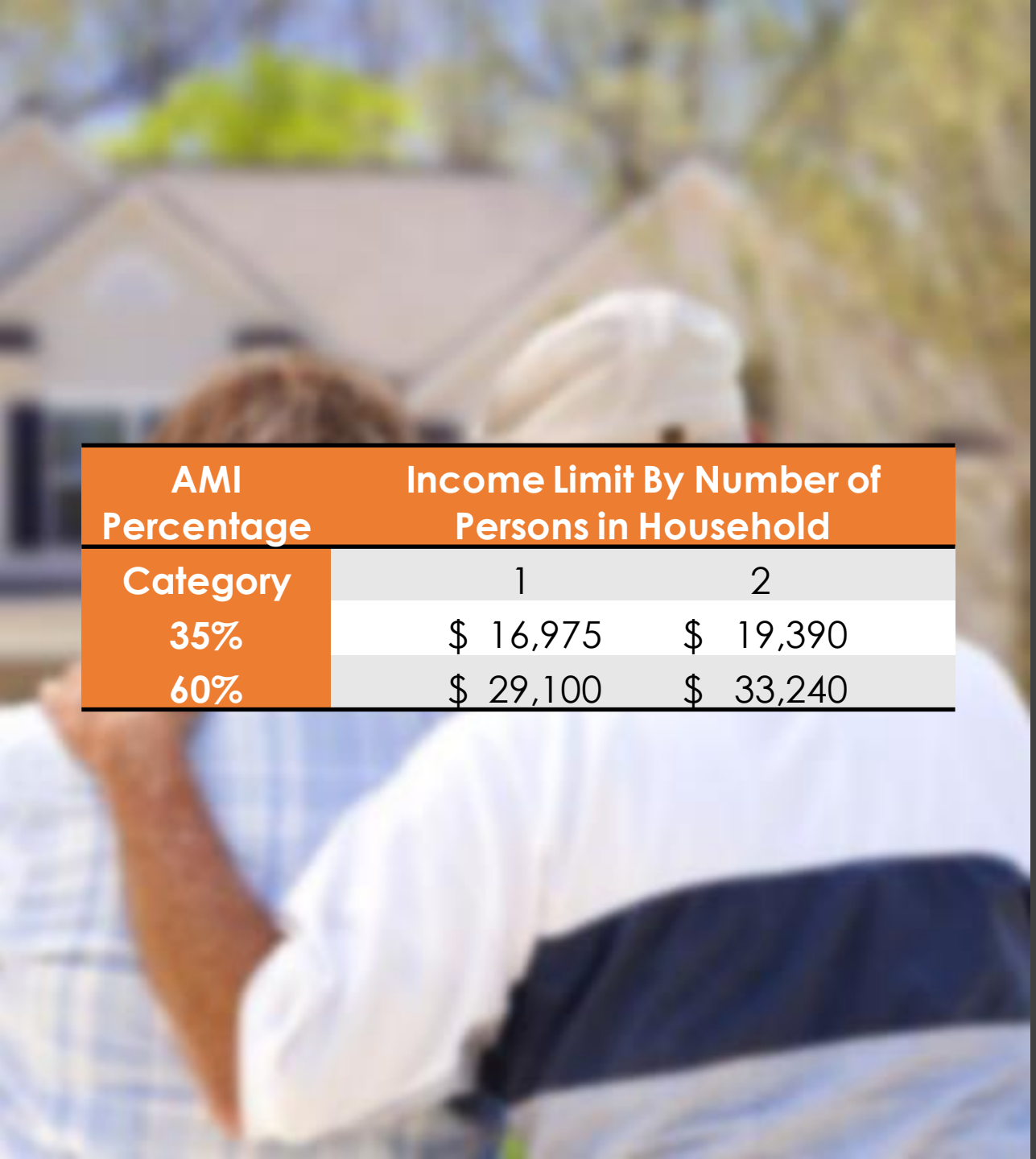
Amenities



Unit Size	# of units	Area Median Income Limit	2020 Rental Rate
1/1	67	60%	$779
1/1	7	35%	$454
2/2	32	60%	$934
2/2	4	35%	$623
Total	110		

Orchid Lake

2020 Brevard County Area Median Income: $69,200 for a Family of Four (4)



AMI Percentage	Income Limit By Number of Persons in Household	
Category	1	2
35%	$ 16,975	$ 19,390
60%	$ 29,100	$ 33,240

Orchid Lake

2020 Brevard County Area Median Income: $69,200 for a Family of Four (4)

Request for City of Cocoa Financial Involvement:

- A **Fee Waiver or Grant** from the City in the Amount of **$50,000**
- **5 points** in the application for Local Government Support

Benefits of City Involvement:

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



Example:

Luna Trails Senior Housing – 86 Units Titusville, FL



Example:

Douglas Gardens – 110 Units Senior Housing Pembroke Pines, FL

Legislation Details (With Text)

File #:	20-740	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/20/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Presentation of Certificate of Recognition to Snyder's Hives and Honey for the Continued Support of Removing Bees from Utility Meter Boxes. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Snyder's Hives and Honey certficate.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: December 8, 2020
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Presentation of Certificate of Recognition to Snyder's Hives and Honey for the Continued Support of Removing Bees from Utility Meter Boxes.

BACKGROUND:

Snyder's Hives and Honey is a family-owned company dedicated to creating an environment to raise bees, produce queens, collect honey, and relocate colonies. In 2018 the City developed a relationship with Todd Snyder, owner of Snyder's Hives and Honey, whereby Todd and his team respond to instances of bees found in the City of Cocoa's meter boxes and safely relocate the bees as the Meter Readers identify those colonies that need to be removed. In FY20 Todd responded to 81 instances of bees in meter boxes & relocated the bees at no cost to the City of Cocoa. The quality removal is dedicated to saving the bees by capturing them alive, relocating them, and providing them with a home so that they may continue to pollinate local crops and produce honey. Preservation of the bees is instrumental to the agriculture industry because the bees help to pollinate plants and have experienced recent declines in population. Todd learned about beekeeping when he was ten years old on his parent's farm in upstate New York and his interest in the survival of bees is an excellent example of serving his community. Staff is very thankful for his continued support and service.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Presentation of Certificate of Recognition to Snyder's Hives and Honey for the Continued Support of Removing Bees from Utility Meter Boxes.

CERTIFICATE OF RECOGNITION

PRESENTED TO

Snyder's Hives and Honey

for Your Continued Support of Bee Removal from
Utility Meter Boxes for the City of Cocoa

Presented this 8th day of December, 2020
by the Mayor and City Council of the City of Cocoa

Michael C. Blake, Mayor

Legislation Details (With Text)

File #:	20-725	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/15/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approval to participate in and authorize the City Manager to execute a Release and Indemnity Agreement between the City of Cocoa and Titan Florida LLC. to fill the City's concrete mixer truck with ready-mix materials. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Titan Florida Indemnity and Release Agreement - KNE Edits 11-18-20 (002).doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 15, 2020
Agenda Date: December 8, 2020
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approval to participate in and authorize the City Manager to execute a Release and Indemnity Agreement between the City of Cocoa and Titan Florida LLC. to fill the City's concrete mixer truck with ready-mix materials.

BACKGROUND:

In Fiscal Year 2020, the Public Works Street Division purchased a four-yard truck-mounted concrete mixer unit. Assembly of this truck was completed in September 2020 by the Public Works Fleet Division.

Per Titan Florida, LLC's customer policy, any customer entering their site to load ready-mix materials must execute a Release and Indemnity Agreement. This agreement will be effective 1,825 days or five years from the date the agreement is signed by both parties. The City will provide Titan Florida, LLC the minimum insurance coverage needed and list Titan Florida, LLC as an additional insured on the City's General Liability and Auto Policies.

STRATEGIC PLAN CONNECTION:

The Public Works Streets Division will use the concrete mixer truck for infrastructure improvements which will add a variety of safety measures, allowing for better and safer pedestrian traffic.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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

Legislation Details (With Text)

File #:	20-791	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/4/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve Task Order 2021-16 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility, Project No. WS21SS. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CAROLLO 2021-16 $97,430.00 - UT-SE.pdf TO-2021-16- Carollo Proposal Revised COI-Carollo - Expires 07.04.2021.pdf AGREEMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2020
Agenda Date: December 8, 2020
Prepared By: Tiffany GiQuinto, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2021-16 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility, Project No. WS21SS

BACKGROUND:

The City of Cocoa operates the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). This SCADA system is dependent on the City's IT process and protocol for software and hardware upgrade services. This scope of work is design engineering services to allow operational autonomy of the existing SCADA and IT Networks at the Jerry Sellers WRF. This autonomy will allow for enhanced security of the SCADA system and will follow the SCADA system structure at the Dyal Water Treatment Plant.

Sellers Staff is requesting City Council approval of Task Order No. 2021-16 with Carollo Engineers, Inc. for SCADA design.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$97,430
Account Number	421-4120-536.31-03
Account Name	Engineering Services
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On May 8, 2018, City Council approved Carollo Engineers, Inc as an engineering services provider for wastewater collections, treatment and disposal via RFQ-18-10-COC.

RECOMMENDED MOTION:

To Approve Task Order 2021-16 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility, Project No. WS21SS.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8970051&GUID=5EC83D26-72F8-4800-BC83-4FF7CB75FB1F* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO.2021-16

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018, in connection with: Fiscal Year 2021 Jerry Sellers WRF SCADA Network Design (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operates the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). This SCADA system is dependent on the City's IT process and protocol for software and hardware upgrade services. This scope of work is for design engineering services to allow operational autonomy of the existing SCADA and IT Networks at the Jerry Sellers WRF. ENGINEER will provide design services to design a separate SCADA network.

ASSUMPTIONS:

- The OWNER shall provide the ENGINEER with the ability to remotely access the Jerry Sellers Plant and City's SCADA system.
- This assignment will not include any of the City's wireless telemetry network or equipment.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will make staffing assignments, review work progress, coordinate the work tasks, assure quality assurance, complete reviews, direct progress meetings, and communicate with the OWNER throughout the entirety of the project. ENGINEER's Project Manager will manage the budget, scheduling, and invoicing and will communicate with OWNER's Project Manager throughout the entirety of the project.

ENGINEER will prepare for and attend one (1) kickoff meeting for the project. This meeting shall be held at the Jerry Sellers WRF. Potentially ENGINEER will attend this meeting via remote connection and utilize software such as (MS Team, WebEX). ENGINEER will prepare meeting minutes for this meeting.

ENGINEER will prepare for and attend one (1) design review meeting for the 60% level documents with OWNER. The meeting shall be held at the Jerry Sellers WRF. Potentially ENGINEER will attend this meeting via remote connection and utilize software such as (MS Team, WebEX). ENGINEER will prepare meeting minutes for this meeting.

ENIGNEER will prepare for and attend one (1) design review meeting for the 90% level documents with OWNER. The meeting shall be held at the Jerry Sellers WRF. Potentially ENGINEER will attend this meeting via remote connection and utilize software such as (MS Team, WebEX). ENGINEER will prepare meeting minutes for this meeting. ENGINEER will prepare meeting minutes for this meeting.

ENGINEER will coordinate with OWNER as deemed necessary, to manage and implement the services herein. This subtask includes internal collaborative meetings between the ENGINEER and OWNER as deemed necessary to coordinate and implement work efforts.

Task 1 Deliverables

- Summary for each design review meeting (PDF)
- Monthly Task Progress report with invoice

Task 2 – Preliminary Design: Investigation, Condition Assessment and 60% Design

The ENGINEER will travel to the plant and perform an investigation of the existing SCADA network including SCADA servers, workstations, hardwire media, PLC control panels, and condition of the equipment.

Anticipated data to be provided by OWNER include:

- Record drawings/as-built information where available
- Recent maintenance records where available
- Previous inspection reports/records
- Any other pertinent data available

Once received, ENGINEER will organize, review and evaluate the data. The data will be summarized for inclusion into a PDR and follow on design deliverables.

60% Instrumentation and Control preliminary design requirements shall be developed for the required demolition of existing equipment and provisions for new equipment.

As mentioned under task 1, ENGINEER will prepare for and attend one (1) design review meeting for the 60% level documents with OWNER. The meeting shall be held at the Jerry Sellers WRF. Potentially ENGINEER will attend this meeting via remote connection and utilize software such as (MS Team, WebEX). ENGINEER will prepare meeting minutes for this meeting.

Task 2 Deliverables

1. 60% Design Drawings and Specifications in Electronic Format (PDF)
   Anticipated sheets will include:
   Instrumentation:
   a. Symbols & Abbreviations
   b. Typical Details
   c. SCADA Block Diagram
   d. SCADA Architecture

e. Network/SCADA Cabinet modifications – Elevation
f. Network/SCADA Cabinet Power modifications
g. Demolition Drawings – Two

Specifications will include the following sections:

17050 Common Work Results for PCIS
17710 Control Systems: Panel, Enclosures.
17712 Control Systems: UPS
17730 Control Systems: PCS Computer Equipment
17733 Control Systems: Network Materials and Equipment

2. Condition Assessment report of SCADA equipment investigated (PDF).
3. Equipment and Integration budget. (PDF)

Task 3 – 90% Design Documentation

ENGINEER will prepare and submit 90% Instrumentation and Control design documents consisting of the following:

Documentation expected with 90% Deliverable:

1. 90% Design Drawings and Specifications in Electronic Format (PDF)
2. Anticipated sheets include:

Instrumentation:

a. Symbols & Abbreviations
b. Typical Details
c. SCADA Block Diagram
d. SCADA Architecture
e. Network/SCADA Cabinet modifications – Elevation
f. Network/SCADA Cabinet Power modifications
g. Demolition Drawings – Up to five

3. Anticipated Specifications include:

17050 Common Work Results for PCIS
17710 Control Systems: Panel, Enclosures.
17712 Control Systems: UPS
17730 Control Systems: PCS Computer Equipment
17733 Control Systems: Network Materials and Equipment

4. Equipment and Integration budget (PDF)

As mentioned under task 1, ENGINEER will prepare for and attend one (1) design review meeting for the 90% level documents with OWNER. The meeting shall be held at the Jerry Sellers WRF. Potentially ENGINEER will attend this meeting via remote connection and utilize software such as (MS Team, WebEX). ENGINEER will prepare meeting minutes for this meeting.

Task 4 – Final Design

ENGINEER will prepare and submit Final Instrumentation and Control design documents consisting of the following:

1. Final Design Drawings and Specifications in Electronic Format signed and sealed.
2. Equipment and Integration budget.

C. SCHEDULE

Major milestones and associated schedule are shown in the table below. The project schedule will shift based on any deviation from these milestone durations.

Milestone	Weeks from NTP
Kickoff Meeting	2
60% Design Documentation	20
90% Design Documentation	32
Final Design Deliverable	40

D. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Master Services Agreement. ENGINEER proposes to complete the above stated work for an upper limit fee of Ninety-Seven Thousand four hundred thirty dollars ($97,430) based on the estimated provided in Attachment A.

E. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

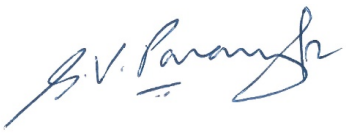
F. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

G. EFFECTIVE DATE

This Task Order No.16 is effective as of the 8th day of December 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 16 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
By: 	By:
Sudhanva Paranjape, P.E., Vice President	Stockton Whitten, City Manager
By: 	
Scott Richards, P.E., Associate Vice President	

ATTACHMENT A

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee City of Cocoa - Jerry Sellers WRF: SCADA Network and I&C Design Engineering Services		Senior Professional ES VIII (Project Manager)	Senior Professional ES VIII (Project Engineer)	Senior CADTechnician ET IV	Document Processing	Total Hours	Total Labor Cost (Not-to-Exceed)	Travel and ODCs	Task Total
	Labor Rate	$ 225.00	$ 225.00	$ 112.60	$ 90.00				
	TASK AND DESCRIPTION								
1	**Project Management andSub-Consultant Coordination**	**40**	**8**	**0**	**4**	**52**	**$11,160**	**$463**	**$11,623.00**
1.1	Project Meetings & Project Management (Kickoff Meeting, 60% design, 90% design)	40	8	0	4	52	$11,160	$463	$11,623.00
2	**Preliminary Design: Investigation, Condition Assessment and 60% Design**	**88**	**104**	**40**	**24**	**256**	**$49,864**	**$3,023**	**$52,887.00**
2.1	Plant Investigation, Condition assesment	52	52			104	$23,400	$2,869	$26,269.00
2.2	Development of 60% E, I&C Design (Plans and Specs.)	24	40	40	24	128	$21,064	$0	$21,064.00
2.3	60% Design Review Meeting	12	12			24	$5,400	$154	$5,554.00
3	**90% Design Documentation**	**36**	**36**	**40**	**16**	**128**	**$22,144**	**$154**	**$22,298.00**
3.1	90% E, I&C Design (Plans and Specs)	24	24	40	16	104	$16,744	$0	$16,744.00
3.2	90% Design Review Meeting	12	12			24	$5,400	$154	$5,554.00
4	**Final Design**	**24**	**8**	**24**	**8**	**64**	**$10,622**	**$0**	**$10,622.00**
4.1	Final Design Deliverable (Signed and Sealed plans & specs)	24	8	24	8	64	$10,622.40	$0	$10,622.40
	Fee rounding adjustment						*-$0.40*		*-$0.40*
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)						**$93,790**	**$3,640**	**$97,430.00**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8970061&GUID=EC435C43-192E-4857-B906-9100D1D6498D* is a secure document that has been embedded in this document. Double click the pushpin to view.



Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

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

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

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

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

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the

insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

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

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

Legislation Details (With Text)

File #:	20-805	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	11/10/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget, BAF#21-031-A, Accepting the Revenue from Brevard County Community Development Block Grant (CDBG), for the Dr. Joe Lee Smith Center Project. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021.docx BAF 21-031-A-FN-Brevard County JLS Center (12-8-20)-FY21 Agenda 20-805.pdf CDBG-Brevard County Interlocal- $175K.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 10, 2020
Agenda Date: December 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF#21-031-A, Accepting the Revenue from Brevard County Community Development Block Grant (CDBG), for the Dr. Joe Lee Smith Center Project.

BACKGROUND:

The City of Cocoa entered into agreement with Brevard County CDBG,to reimburse the City for qualified CDBG costs that were incurred in the construction of the Dr. Joe Lee Smith Center Project. As this agreement was not in place at the time the budget for the project was developed, General Fund contributed the qualified CDBG costs when the project budget was appropriated. This agenda and budget amendment form are to accept the revenue in the amount of $175,000 in the CDBG Fund and to replenish the General Fund, Fund Balance Account, for Brevard County's CDBG portion of the project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#21-031-A

Amount Requested	$175,000
Account Number	103-0000-338.10-04 CP1504
Account Name	Shared Revenue/Brevard County DJLS
Amount Requested	$175,000
Account Number	103-3240-581.91-01 CP1504
Account Name	Interfund Transfer to General Fund
Amount Requested	$175,000
Account Number	001-0000-381.91-03 CP1504
Account Name	Interfund Transfer from CDBG
Amount Requested	($175,000)
Account Number	001-0000-389.50-99 CP1504
Account Name	General Fund Balance

PREVIOUS ACTION:

Agenda 19-278, Resolution 19-054, provided budget through the use of General Fund Balance for the Dr. Joe Lee Smith Center Construction Project.
Agenda 20-152 on 3/25/20 for approval of the interlocal agreement with Brevard County for reimbursement of $175,000 in CDBG funds for the Dr. Joe Lee Smith Center project.

RECOMMENDED MOTION:

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

City of Cocoa Budget Adjustment Form FY 2021 - 21-031-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 11/10/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 175,000	103-0000-338.10-04	CP1504	Shared Revenue/Brevard County/DJLS	$ 0	$ 0	$ 175,000	$ 0
$ 175,000	103-3240-581.91-01	CP1504	Interfund Transfer/Transfer to GF	$ 0	$ 0	$ 175,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 350,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 175,000	001-0000-381.91-03	CP1504	Interfund Transfer From CDBG	$ 0	$ 0	$ 175,000	$ 0
($ 175,000)	001-0000-389.50-99	CP1504	General Fund Balance	$ 2,043,500	$ 2,043,500	$ 1,868,500	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to accept the revenue from Brevard County CDBG, reimbursement for a portion of the construction costs of the Dr. Joe Lee Smith Center. (See BAF # 19-101 and 19-102), where the General Fund provided Budget to the Cocoa CDBG Fund, until such time as this reimbursement occurred. Agenda 20-805.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/08/20 *RESOLUTION #:*

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

11/19/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.19 08:05:51 -05'00'	11/19/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.11.19 12:43:35 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/19/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.11.19 12:43:11 -05'00'	11/19/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.19 08:06:10 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Interlocal Cooperation Agreement BETWEEN
City of Cocoa and Brevard County

THIS AGREEMENT is made and entered into the 13 day of April, 2020, by and between the **CITY OF COCOA**, a municipal corporation (hereinafter referred to as **"CITY"**), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as **"COUNTY"**).

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby local cities may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, this Agreement covers the Community Block Grant Entitlement; and

WHEREAS, it is the desire of the parties to this Agreement that the **CITY** undertake activities to plan and carry out the Community Development Block Grant Programs (hereinafter referred to as "CDBG") for the benefit of the residents of Brevard County; and

WHEREAS, Interlocal Agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES/WORK

This is a joint project between the **CITY** and **COUNTY**. The **CITY** will utilize CDBG funds provided by the **COUNTY** not to exceed $175,000 for the resurfacing of the pool to include; replacing the pool house roof, painting the inside and outside of the pool house, adding swimming lanes, and replacing showers and bathrooms, at **415 STONE STREET, JOE LEE SMITH COMMUNITY CENTER, COCOA, FLORIDA 32922**.

TERM: The term of this agreement shall begin **October 1, 2019** and continue through **September 30, 2020.**

SECTION 3. COUNTY OBLIGATIONS

Upon completion and receipt of ALL receipts and supporting documentation the **COUNTY** agrees to provide an amount not to exceed $175,000 in CDBG funds.

SECTION 4. APPLICABLE LAWS/COMPLIANCE

(a) The **CITY** agrees to undertake and accomplish all necessary actions as determined by the **COUNTY**, in order to carry out the project, along with all applicable Federal, State and Local regulations. The **CITY** agrees to comply with all auditing requirements imposed by the **COUNTY**. The **CITY** will also make available upon request the file and all documentation as pertaining to this project.

(b) The **CITY** acknowledges and understands that noncompliance by the **CITY** with all applicable provisions of laws, rules or regulations may constitute noncompliance.

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: Bryan Andrew Lober

Bryan Lober, Chair

Date: 4/6/2020

As approved by the Board on July 23, 2019.

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

Abigail Jorandby, Assistant County Attorney

4/1/2020

Date

WITNESS OUR HANDS EFFECTIVE 2020.

ATTEST:CITY OF COCOA:

Carie Shealy, _____
City Clerk

Jake Williams, Jr. _____
Mayor

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me this 13 day of April, 2020, by Jake Williams Jr. who is personally known to me, or produced as identification, and who did not take an oath.
Stamp: _____ 4/13/2020
Notary Public Date

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

Legislation Details (With Text)

File #:	20-808	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/10/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cocoa Beach to Identify and Share Common Costs Associated with the Cocoa Utilities Project and the Cocoa Beach Stormwater Improvements Project; To Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ILA - Cocoa-Cocoa Beach Convair Cove.docx Site Map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2020
Agenda Date: December 8, 2020
Prepared By: David Veloza, E.I, Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cocoa Beach to Identify and Share Common Costs Associated with the Cocoa Utilities Project and the Cocoa Beach Stormwater Improvements Project; To Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project

BACKGROUND:

The City of Cocoa Beach is planning to improve the stormwater system along McNabb Parkway, from Dempsey Drive to Blakey Blvd. These improvements require the whole road to be reconstructed as pervious pavers will be installed throughout the street as well as some stormwater improvements and curb replacement. The City of Cocoa is planning to remove approximately 100 LF of existing asbestos concrete watermain along the intersection of McNabb Parkway and Dempsey Drive and the intersection of McNabb Parkway and Blakey Blvd. The remaining approximate 290 LF asbestos concrete water main along McNabb Parkway will be abandoned and grout filled. A new water main, 393 LF of 6” PVC C900 will replace the existing asbestos concrete watermain. The existing fire hydrant on McNabb will also be replaced along with the existing water service lines. With both projects anticipated to take place within the same time period and location, there has been an effort to promote efficiency, prevent unnecessary duplication of effort, and further reduce inconvenience to the citizens of Cocoa Beach by cooperating and coordinating the design, permitting, bidding, and

installation of the Cocoa Utilities Project and the City of Cocoa Beach Stormwater Improvement Project under a unified Joint Project.

Staff worked closely with the City Attorney to create an ILA which allows both cities to identify and share common costs associated with the design, permitting, bidding, and installation of the Joint Project. A Shared Cost Memo requiring the signatures of the City Managers of Cocoa Beach and Cocoa will be developed during the design phase, updated during the bidding phase, and finalized upon receiving the construction bids. The costs described on the Shared Cost Memo will be split equally (50% each). Each party will be responsible for the costs associated with the design, permitting, and installation of their respective project. Cocoa Beach will be responsible for preparing the competitive bidding and contracting of the Joint Project, where Cocoa will have the right to provide comments to Cocoa Beach before any bid is awarded to a contractor. Cocoa Beach will be responsible for the construction management of the Joint Project and will ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested.

Staff will request Council approval of the City of Cocoa costs associated with our work once the bid process is complete.
Staff recommends City Council approval of this interlocal agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Staff will submit a budget amendment with a future agenda for City Council approval of the City of Cocoa costs associated with our work once the bid process is complete.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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

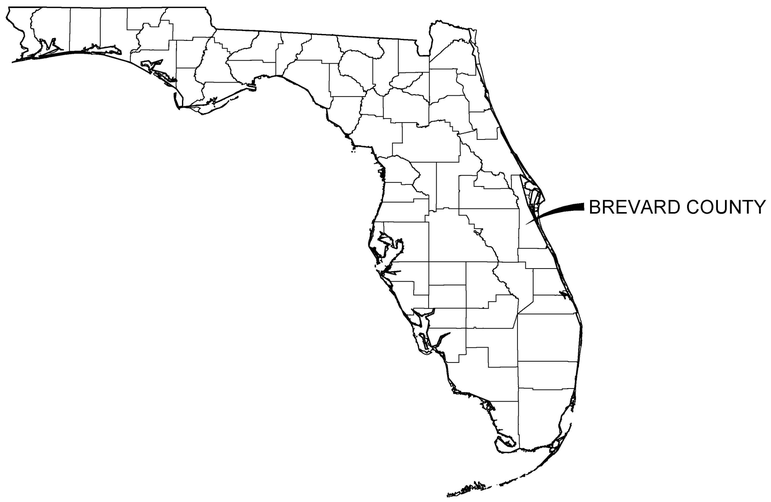
CITY OF COCOA

MCNABB PARKWAY WATER MAIN REPLACEMENT

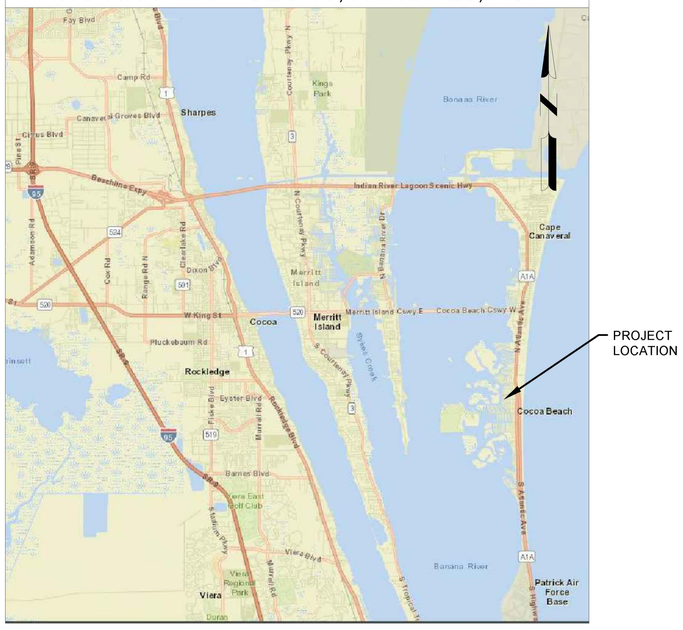
BID # _____

100% DESIGN

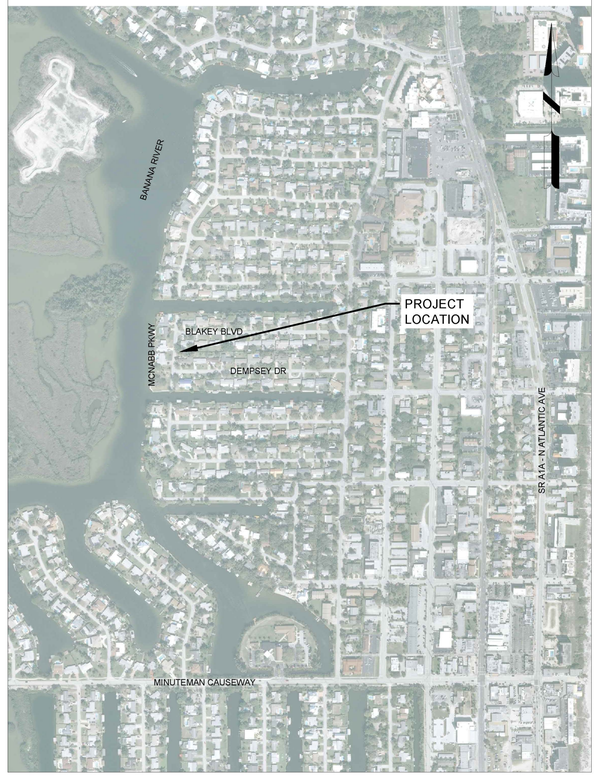
OCTOBER 2020



VICINITY MAP- SEC 10;TWNSP 25; R37



LOCATION MAP



SHEET INDEX

Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	GENERAL NOTES & SUMMARY OF PAY ITEMS
C-041	EXISTING SITE SURVEY
C-201	PLAN & PROFILE
C-501	DETAILS

PROJECT TEAM:

OWNER:

CITY OF COCOA
CONTACT: KATHERINE D. ENNIS, PE
UTILITIES DEPUTY DIRECTOR
351 SHEARER BLVD.
COCOA BEACH, FL 32922
PHONE: (321) 433-8722

CIVIL ENGINEER:

MEAD & HUNT, INC.
CONTACT: ANDREW GIANNINI, PE
PROJECT MANAGER
4401 EASTPORT PARKWAY
PORT ORANGE, FLORIDA 32127
PHONE: (386) 761-6810

811 Know what's below. Call before you dig.

ENGINEER OF RECORD: ANDREW M. GIANNINI, P.E. 46601

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

CITY OF COCOA

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF COCOA
MCNABB PARKWAY WATER MAIN REPLACEMENT

ISSUED
08/07/2020 60% DESIGN
09/30/2020 100% DESIGN

NOT FOR CONSTRUCTION

M&H NO.: 1000704-201351.01
DATE: AUGUST 2020
DESIGNED BY: AMG
DRAWN BY: ADC
CHECKED BY: CMC
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

\\CORP.MEADHUNT.COM\SHAREDFOLDERS\ENTP\1000704\201351.01\TECH\CAD\DRAWINGS\G-001 COVER SHEET.DWG
10/2/2020 9:28:42 AM

Legislation Details (With Text)

File #:	20-809	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/10/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve Change Order #1 to Task Order 2020-06-1, for the Calculation of Impact Fees, and Reports and Presentations, to complete the Water/Sewer Rate Study, utilizing the Professional Services Agreement with Stantec Consulting Inc. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03_13_19_ Agreement for Continuing Financial Analysis Services.pdf scan_lhowell_2020-11-30-10-20-28.pdf TO-STANTEC 2020-06.1 $17550 - UT-ADMIN.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 10, 2020
Agenda Date: December 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Change Order #1 to Task Order 2020-06-1, for the Calculation of Impact Fees, and Reports and Presentations, to complete the Water/Sewer Rate Study, utilizing the Professional Services Agreement with Stantec Consulting Inc.

BACKGROUND:

In FY20, the City entered into agreement with Stantec Consulting to conducted a full Water/Sewer Rate Study. The Revenue Sufficiency aspect of the project was presented to City Council on September 9, 2020, Agenda 20-555, with recommendation to suspend the annual increase outlined in Resolution 2016-87. This action was approved.

Stantec Consulting, along with City Staff, continue to work on several tasks which will be presented to City Council at a Public Workshop. Included in the remaining tasks, a review of Miscellaneous Fees and Charges, the Tier Structure, and Impact Fees.

Staff is requesting approval of Change Order #1, to Task Order 2020-06-1, for the Calculation of Impact Fees and Additional Reports and Presentations, in the amount of $17,550, through the use of the Continuing Services Agreement with Stantec Consulting.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

The Budget is provided through BAF#21-034-A with a separate agenda item #20-819, 421-4010-536.31-00

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

Change Order Amount $17,550

Original Purchase Order 76150
Original P.O. Amount $78,749

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0
Total amount in change orders to date $0

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

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

AGREEMENT FOR
CONTINUING FINANCIAL ANALYSIS SERVICES

THIS AGREEMENT is made and entered this 13 th day of March 2019, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **STANTEC CONSULTING SERVICES INC.**, a New York corporation authorized to conduct business in the State of Florida ("Consultant"), whose principal address is 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095.

WITNESSETH:

WHEREAS, for approximately the past ten (10) years, the Consultant has provided a variety of financial analysis and budgeting consulting services to the City; and

WHEREAS, the consulting services provided by the Consultant include, but have not been limited to, the creation of extremely detailed and proprietary financial models regarding crucial and integrated operations of the City that the City heavily relies upon to make important and comprehensive financial, rate making and budget decisions on an annual and projected basis; and

WHEREAS, given the proprietary nature of the services provided to the City by Consultant, and Consultant's unique and on-going familiarity with the integrated financial operations of the City, the City has determined it is in the best interests of the City to waive competitive bidding and enter into a comprehensive consulting services agreement with the Consultant to incorporate the variety of financial analysis and budgeting services deemed necessary and crucial by the City to promote and preserve fiscal sustainability.

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

1.0 TERM AND DEFINITIONS

1.1 Term. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

a. "Agreement" shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Consultant to provide the financial analysis services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Consultant" shall mean Stantec Consulting Services Inc. and its principals, employees and resident project representatives (and assistants).

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

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.1 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.1 herein, which sets forth the Work to be performed by the Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Consultant to perform financial analysis services on a "task" basis. In general, such services may include, but not be limited to, those studies, assessments, and analyses (and related updates) listed in the general Scope of Work, i.e., a broad description of the Services that may be provided by Consultant, attached hereto as **Exhibit A.** When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g., straight hourly rate for work performed, a not-to-exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a

list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of expenses proposed to be eligible for reimbursement. The City will review the Task Proposal and, if the description, cost, and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Consultant through a Task Order may include any financial analysis services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and the Consultant shall be compensated for said services in accordance with the terms of Article 7.0 herein. All change orders shall be authorized in writing by the City's and the Consultant's designated representative.

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

4.0 SCHEDULE

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

4.2 No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Sections 3.1 and 21.1 herein.

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

5.0 CITY'S RESPONSIBILITIES

5.1 The City Manager or his designee shall act as the City's representative with respect to this Agreement, and will have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions.

5.2 The City shall furnish to the Consultant all applicable information and technical data in the City's possession or control reasonably required for the proper performance of the Services. The Consultant shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 The City shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by the Consultant, and seek legal advice or the advice of an insurance counselor or other consultant(s) as the City deems appropriate for such examination. If any document requires the City to approve, comment, or to provide any decision or direction, such approval, comment, decision, or direction shall be provided within a reasonable time within the context of the schedule for the Services for each particular Task Order.

5.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to properly perform the Services.

6.0 CONSULTANT'S RESPONSIBILITIES

6.1 The Consultant shall designate a project manager for each Task Order.

6.2 It is agreed between the parties that there is no intention for the Consultant to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

6.3 The Consultant shall treat as confidential and proprietary all information and data delivered to it by the City. Confidential information shall not be disclosed to any third party, other than Consultant's permitted subcontractors or sub-consultants, during or subsequent to the term of this Agreement. To the extent that the Consultant assists the City and provides services in any confidential mediation or other legal proceeding, the Consultant shall treat all mediation/legal proceeding information and data as confidential, if directed to do so by the City. Nothing contained herein shall preclude the Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by the Consultant; or (iii) where disclosure or submission to any governmental authority is required by any applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other

requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to the City.

7.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

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

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

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

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

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

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

7.7 Payment Offsets. To the extent that the Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by the Consultant. Before withholding any payments, the City will provide Consultant with at least five (5) business days'

notice to afford Consultant an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

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

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

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

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

8.0 RIGHT TO INSPECTION

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

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

9.0 PROGRESS MEETING

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

10.0 SAFETY

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

11.0 REASONABLE ACCESS

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

12.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per claim and in the aggregate.

b. General Liability. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

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

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

12.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in Sections 12.1.b and 12.1.c herein, as its interest may appear, from time to time.

12.3 Cancellation, Change, or Non-Renewal. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions, or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant proofs of insurance will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

13.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

14.0 REPRESENTATIONS

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

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

15.0 GUARANTEE AGAINST INFRINGEMENT

15.1 The Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all

liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

16.0 DOCUMENTS

16.1 Public Records. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Consultant 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 Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. 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 Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the Services as agreed to herein. Consultant 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. Consultant 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, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant 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 Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be

inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant 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 Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

16.4 Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Consultant shall retain sole ownership to its

preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

17.0 ASSIGNMENT

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

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

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

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

18.0 INDEPENDENT CONTRACTOR

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

19.0 RIGHTS IN DATA

19.1 The financial analysis and management modeling system known as FAMS-XL© and all of its supporting modules are owned by the Consultant. All ownership of FAMS-XL© will be retained by the Consultant. Subject to entering into a license agreement with the Consultant, the City will have usage rights only. The City will not have any ownership interests in FAMS-XL© or its source code whatsoever. The City may not use FAMS-XL© for the benefit of other parties nor may the City allow other parties to use FAMS-XL©, or its source code, for any purpose or reason. The City may not copy or replicate FAMS-XL© in any way or form and the City may not give, sell, or allow access to FAMS-XL©, or its source code, to any other party for any purpose or reason.

20.0 TERMINATION

20.1 The City may terminate all or part of this Agreement for the City's convenience by providing ten (10) days written notice to the Consultant.

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

21.0 FORCE MAJEURE

21.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Consultant's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

22.0 GOVERNING LAW & VENUE

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

23.0 HEADINGS

23.1 Article, Section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

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

25.0 WAIVER AND ELECTION OF REMEDIES

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

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

26.0 THIRD PARTY RIGHTS

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

27.0 PROHIBITION AGAINST CONTINGENT FEES

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

28.0 ENTIRE AGREEMENT

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

29.0 NO JOINT VENTURE

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

30.0 ATTORNEY'S FEES

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

31.0 COUNTERPARTS

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

32.0 DRAFTING

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

33.0 NOTICE

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

For Consultant:

Stantec Consulting Services Inc.
Attention: Michael E. Burton,
Vice President, Financial
Services 4651 Salisbury Rd., Suite 350
Jacksonville, FL 32256
(904) 247-0787 Phone
(904) 241-7708 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8686 Phone
(321) 433-8698 Fax

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

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

34.0 SOVEREIGN IMMUNITY

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

35.0 CORPORATE REPRESENTATIONS BY CONSULTANT

35.1 The Consultant hereby represents and warrants to the City the following:

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

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

36.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

36.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 34.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

in any financial analysis activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

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

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

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

38.0 DAMAGES

38.1 Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the Services. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value, or loss of reimbursement or credits from governmental or other agencies.

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

CITY:
CITY OF COCOA

By: _____

Print Name: John A. Titkanich Jr., AICP, ICMA-CM

Title: City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

CONSULTANT:
STANTEC CONSULTING SERVICES INC.

By: _____

Print Name: Michael E. Burton

Title: Vice President - Financial Services

By: _____

Print Name: Andrew Burnham

EXHIBIT A
GENERAL SCOPE OF WORK

Broad Description of Services; Types of Studies, Assessments, and Analyses

Fiscal Year Stormwater Rate Studies and Assessment Roll Updates
Fiscal Year Indirect Cost Allocation Updates
Fiscal Year General Fund Financial Sustainability Analysis Updates
Fiscal Year Fire Assessment Updates
Fiscal Year Water, Sewer & Reclaimed Water Financial Sustainability Analysis Updates and/or Rate Studies
Any other miscellaneous financial studies or budgeting services needed by the City that involve use of Consultant's proprietary financial models and utilize or benefit from Consultant's unique and on-going familiarity with the integrated financial operations and utility systems of the City.

EXHIBIT B
MAXIMUM RATES

The following rates will apply for the studies, assessments, and analyses to be conducted by Consultant for the 2019 and 2020 fiscal years. Beginning with fiscal year 2021, and each year thereafter, the rate will increase by two and one-half percent (2.5%) unless otherwise agreed by the parties in writing.

Role	Hourly Rate
Project Principal	$325.00
Project Director	$250.00
Managing Consultant	$225.00
Project Analyst	$125.00
Administrative	$110.00

Expenses will be calculated as four percent (4%) of the total consulting fee.

Stantec

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 1 Date 11 November 2020

" "

STANTEC CONSULTING SERVICES INC.

Project # 224801594

6900 Professional Parkway
Sarasota, FL 34240
Ph: (941) 504-7239
email: kelly.westover@stantec.com

CLIENT CITY OF COCOA

Client Project # N/A

65 Stone Street
Cocoa, FL 32922
Ph: (321) 433-8844
email: lhowell@cocoafl.org

Project Name and Location: FY2020 Water and Sewer Utility Full Rate Study

In accordance with the original Professional Services Agreement dated 7 January 2020 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Create geodatabase with impervious area to develop an updated billing database for stormwater units.

Total fees this Change Order	$	17,550.00
Original agreement amount	$	78,749.00
Change Order Number ____	$	-
Change Order Number ____	$	-
Change Order Number ____	$	-
Change Order Number ____	$	-
Total Agreement	**$**	**96,299.00**

Effect on Schedule: Schedule has been extended through March 2021 to allow for utility asset valuation study results to be incorporated into rate study.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

STANTEC CONSULTING SERVICES INC.

Kelly Westover,
Managing Consultant
Print Name and Title

Signature Kelly L. Westover

Date Signed: November 11, 2020

CITY OF COCOA

Stockton Whitten, City Manager
Print Name and Title

Signature

Date Signed:

Stantec

City of Cocoa

Water and Wastewater Rate Study - Change Order #1

Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours						Total Project
	Project Principal	Project Director/ QC	Project Director	Managing Consultant	Analyst	Admin	
Resources →	Burnham	Bearman	Dykstra	Westover	Silence/Napoli		
Hourly Rates →	$325	$250	$250	$225	$125	$110	
Task 6 Calculation of Impact Fees							
6.1 Identify appropriate capacity cost basis and methodology for updating fees.	0	0	0	0	0	0	0
6.2 Integrate existing fixed asset, debt service and capacity data into impact fee model.	0	0	0	0	0	0	0
6.3 Review available capacity reports and obtain current level of service (LOS) standards.	0	0	0	0	0	0	0
6.4 Determine current capacity by function and additional capacity to be added after implementation of the CIP and convert to ERU's based on LOS standards.	0	0	0	0	0	0	0
6.5 Prepare reproduction cost schedule of fixed assets by major system component.	0	0	0	0	0	0	0
6.6 Review CIP with City staff to determine portion of projects for expanded capacity and portions associated with renewal and rehabilitation.	0	0	0	0	0	0	0
6.7 Allocate fixed assets and CIP between major facility components of supply, treatment, transmission/collection, disposal, reuse, etc.	0	0	0	0	0	0	0
New 6.14 Coordination, communication, conference calls with City staff and engineer to review system valuation results and data format to be provided.	0	0	3	0	3	0	6
6.8 Load system valuation data provided by City's engineer into our impact fee module, adjust and calibrate, and produce preliminary results.	0	0	4	0	8	0	12
6.9 Link impact fee results with the FAMS model to evaluate the effects of changes in the impact fees in the capital projects funding plan and the effects upon user fee rate revenue requirements and the overall financial plan.	0	0	1	0	2	0	3
6.10 Review results with consulting team and adjust as required.	1	0	1	1	2	0	5
6.11 Perform internal QA/QC.	0	2	1	0	0	0	3
6.12 Meet with City staff in an **interactive work session** to review results of the impact fees.	0	0	2	2	2	0	6
6.13 Perform adjustments based upon input from City staff to finalize fee analysis.	0	0	1	0	2	0	3
Task 6 Change Order Hours							**38**
Task 6 Change Order Fee							**$7,125**
Task 8 Reports & Presentations							
8.1 Prepare a Draft Report of the Results of the Study.	0	0	2	0	1	0	3
8.2 Perform internal quality control review and address comments.	0	1	1	0	0	0	2
8.3 Prepare a presentation of the results of the analysis for City Council	0	1	2	1	2	0	6
8.4 Review Presentation & Draft Report with City Staff and Management during an internet conference and prepare a Final Draft Report.	0	0	2	2	3	0	7
a. Meet with the City Council in one-on-one meetings to present the results of the Rate Study.	0	0	8	8	8	0	24
b. Make adjustments to the analyses as required based upon City Council direction.	0	0	1	1	4	0	6
8.5 Meet with Utility Advisory Board to present the Draft Report.	0	0	0	0	0	0	0
8.6 Prepare Final Report of the Results of the Rate Study.	0	0	0	0	0	0	0
8.7 Present Final Report at Rate Hearing.	0	0	0	0	0	0	0
Task 8 Change Order Hours							**48**
Task 8 Change Order Fee							**$9,450**
New Task 9 Seasonal Customer Policy Revenue/Rates Analysis							
9.1 Review existing policy with City staff. Identify alternative policy options and potential implications to revenue.	0	0	2	1	2	0	5
Task 9 Change Order Hours							**5**
Task 9 Change Order Fee							**$975**
Total Estimated Labor Hours	1	4	31	16	39	-	91
Total Estimated Fee	$325	$1,000	$7,750	$3,600	$4,875	$0	$17,550
Total Estimated Expenses							$0
Total Estimated Project Cost							**$17,550**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8970230&GUID=334FCE3F-968D-4472-906A-7A03E02D7AB6* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	20-813	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/16/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve a Resolution Amending the Off-Site Advertising/Billboard Signs, Existing Structures Inventory. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-244 Amending Billboard Inventory.pdf 2020 Billboard Inventory 12-8-20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2020
Agenda Date: December 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Resolution Amending the Off-Site Advertising/Billboard Signs, Existing Structures Inventory.

BACKGROUND:

The inventory of existing billboard structures was first adopted on November 27, 2001 as part of an amendment to the City Code, Chapter 3, Advertising and Signs. The amendment (Ordinance 18-2001) altered the requirements of off-site advertising/billboard signs following changes in state law, established a limit on the number of such signs at twelve (12) signs and established a methodology by which the limit could be increased. In addition, the amendment established that an inventory of all such signs be kept and amended as needed by Resolution.

On November 12, 2002, Council approved a Resolution (112-2002) which amended the inventory in order to reflect three changes having taken place since the original inventory adoption. These included the addition of a new sign because the land was annexed into the City after the inventory, the addition of a second sign that was overlooked during the original inventory, and the deletion of a sign which was converted into an on-premises sign and thus no longer defined as off-site advertising.

On October 27, 2009, Council approved a Resolution (19-2009) which, among other things, further amended the billboard inventory by changing the limit of such signs to nineteen (19). This increase was reflective of the considerable annexation which took place between 2002 and 2009.

It has now been ten (10) years since the inventory was last updated and so in October and November 2020 city staff conducted a new inventory of all existing billboard signs within the city limits. The updated inventory is attached as Exhibit A.

Most of the previously existing billboard signs are still in place although some have been updated to a digital billboard format. The following changes are reflected in the new inventory:

- Sign #11 has been removed from the property. This was a very tall Papa John's Pizza sign located on a parcel of land adjacent to the restaurant where a secondary drive aisle provided access from SR520.
- A new sign has been added to the inventory in place of the old #11. This sign is located on the west side of US1, just south of SR528. It is believed that this sign was probably overlooked during the earlier inventory since Google Earth aerial photos show a sign at this location since at least 2005.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the Off-Site Advertising/Billboard Signs, Existing Structures Inventory.

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RESOLUTION NO. 2020-244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA, COMMUNITY SERVICES DEPARTMENT, OFF-SITE ADVERTISING/BILLBOARD SIGNS, EXISTING STRUCTURES INVENTORY, ADOPTED BY ORDINANCE 19-2009; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING 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, in order to protect and preserve the character and appearance of the City of Cocoa, lessen congestion in the streets and maintain a positive and visually pleasing atmosphere for those traveling the various City thoroughfares, the City Council adopted Ordinance 18-2001, on November 27, 2001, amending Chapter 3 of the City Code of Ordinances by regulating off-site advertising/billboard signs; and

WHEREAS, Ordinance 18-2001 (codified as §3-21.5 City Code) strictly prohibited all off-site advertising/billboard signs within the City, with the exception of certain property adjacent to I-95 and State Road 528, but provided for a "grandfathered" status for lawfully existing off-site advertising/billboard signs; and

WHEREAS, the City Council, through Ordinance 18-2001, adopted by reference the City of Cocoa, Community Development Department, Off-Site Advertising/Billboard Signs, Existing Structures Inventory ("Inventory), which established as of November 27, 2001, that twelve (12) off-site advertising/billboard signs existed within the City; and

WHEREAS, the City Council, through Resolution 2002-112, adopted on November 12, 2002, amended the Inventory; and

WHEREAS, the City Council, through Ordinance 19-2009, further amended the Inventory by acknowledging the existence of nineteen (19) off-site advertising/billboard signs within the City; and

WHEREAS, the City Council may amend the Inventory from time to time where signs have been removed or destroyed, where land is annexed which contained a lawfully existing off-site advertising/billboard sign, or where by error a sign was lawfully existing at the adoption of the Ordinance but was not included in the existing structures inventory; and

WHEREAS, the City Council has determined a need to amend the City of Cocoa, Community Services Department, Off-Site Advertising/Billboard Signs, Existing Structures Inventory; and

WHEREAS, this Resolution is deemed to be in the best interest of the health, safety and welfare of the citizens of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are affirmed and incorporated herein by this reference as legislative findings of the City Council of Cocoa.

SECTION 2. Amend the City of Cocoa, Community Services Department, Off-Site Advertising/Billboard Signs, Existing Structures Inventory. The Inventory, adopted by reference within Ordinance 19-2009, on October 27, 2009, is hereby amended as follows:

I. Deletion of one (1) off-site advertising/billboard sign.

Due to the fact that the Community Services Department has determined that the sign was removed from the property at some time between July 2017 and June 2019, in accordance with Section 3-21.5(f) of the City Code, the inventory shall be reduced because the sign has been removed and not replaced for more than six months.

The sign was located at the northwest corner of US 1 and SR 520, Parcel ID 24-36-33-00-289. This sign advertised Papa John's Pizza and was formerly listed in the inventory as Reference Number 11.

II. Addition of one (1) off-site advertising/billboard sign.

Due to an error, a need has arisen to amend the existing structures inventory to reflect the addition of a sign lawfully existing upon property within the City at least as of February 2005, but which was not included within the existing structures inventory.

The sign is located on the west side of US 1, just south of River Heights Drive. The sign advertises "We Buy Houses" and provides a phone number. This off-site advertising/billboard sign shall be placed in the amended existing structures inventory as a new Reference Number 11.

III. Deletion of one (1) off-site advertising/billboard sign.

Due to an error, a sign is deleted from the existing structures inventory that was already deleted via Resolution 2002-112 on November 12, 2002, but remained in the existing structures inventory adopted by reference in Ordinance 19-2009. The sign was deleted from the existing structures inventory in 2002 due to redevelopment (in accordance with s. 3-21.5(f)(2) of the City Code) when converted to an on-premises sign.

The sign is located at the northwest corner of Forrest Avenue and Center Street. This sign had been included in the existing structures inventory as Reference Number 12, and shall be deleted from the inventory.

SECTION 3. Incorporation of Amended City of Cocoa, Community Services Department, Off-Site Advertising/Billboard Signs, Existing Structures Inventory, dated December 8, 2020. Attached hereto as Exhibit "A" to this Resolution is the Amended City of Cocoa, Community Services Department, Off-Site Advertising/Billboard Signs, Existing Structures Inventory, dated December 8, 2020, the same is incorporated herein by this reference and a part hereof.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

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

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa
Community Services
Planning and Zoning Division

Off-Site Advertising/Billboard Signs

Existing Structures Inventory

Adopted by Ordinance No. 18-2001 on November 27, 2001

and amended as necessary by Resolution of the Cocoa City Council

Amended by the Adoption of the following:

Resolution 2002-112	
Ordinance 19-2009	
Resolution 2020-244	

REFERENCE NUMBER 1

Parcel ID:	24-36-33-35-*-4
Tax Account:	2425943
Property Address:	39 Forrest Avenue
Property owner:	Curtis L. Myers
Description:	The billboard is located at the southwest corner of Willard Street (westbound lanes of State Road 520) and Forrest Avenue.
Photograph:	Photograph taken on June 29, 2001.



REFERENCE NUMBER 2

Parcel IDs: 24-36-18-00-3
Tax Account: 2414221
Property Address: 3285 Beau Geste Rd.
Prope1ty owner: Florida East Coast Railway LLC
Description : The billboard (shown as Sterling Casino) is located on the west of US Highway No. 1 and north of State Road 528, on the western boundary of the Florida East Coast Railroad.
Photograph: Photographs taken on November 5, 2020



REFERENCE NUMBER 3

Parcel ID:	24-36-18-00-8
Tax Account:	2414227
Property Address:	3295 Beau Geste Rd.
Property owner:	Lula M. Simmons
Description:	The billboard (shown as Ron Jon Surf Shop) is located on the west side of US Highway No. 1 and north of State Road 528, on the western boundary of the Florida East Coast Railroad.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 4

Parcel ID:	24-36-17-00-252.1
Tax Account:	2413483
Property Address:	None
Property owner:	Margot Trafford Hester
Description:	The billboard is located on the west side of US Highway No. 1, south of State Road 528, on the western boundary of the Florida East Coast Railroad, and north of the Clearlake Road extension.
Photograph:	Photograph taken on November 18, 2020.



REFERENCE NUMBER 5

Parcel ID:	24-36-17-00-510.1
Tax Account:	2413499
Property Address:	None
Property owner:	F. Donald and Beverly A. Berard, Trustees
Description:	The left billboard (easternmost) is located on the west side of US Highway No. 1, east of the Florida East Coast Railroad, and north of McLeod Drive.
Photograph:	Photograph taken on October 5, 2020.



REFERENCE NUMBER 6

Parcel ID:	24-36-17-00-510.1
Tax Account:	2413499
Property Address:	None
Property owner:	F. Donald and Beverly A. Berard, Trustees
Description:	The right billboard (westernmost) is located on the west side of US Highway No. 1, east of the Florida East Coast Railroad, and north of McLeod Drive.
Photograph:	Photograph taken on October 5, 2020.



REFERENCE NUMBER 7

Parcel ID:	24-36-33-00-251
Tax Account:	2425477
Property Address:	219 S. Cocoa Blvd. (US Highway No. 1)
Property owner:	East Florida Motor Sales, Inc.
Description:	The billboard is located at the northwest corner of US Highway No. 1 and State Road 520 (W. King St.). The sign is located along the northern property line, to the rear of the automobile dealership structure.
Photograph:	Photograph taken on December 2, 2020.



REFERENCE NUMBER 8

Parcel ID:	24-36-32-CB-3-9
Tax Account:	2424065
Property Address:	None
Property owner:	Angelia Monique Smith
Description:	The billboard is located on the south side of State Road 520 (W. King St.), between Blake and Valencia Avenues. There is currently no board on the sign. Five (5) posts, eight (8) joiner boards and a platform/catwalk exist, all wooden.
Photograph:	Photograph taken on November 18, 2020.



REFERENCE NUMBER 9

Parcel ID:	24-36-29-00-252
Tax Account:	2421562
Property Address:	1200 Clearlake Rd.
Property owner:	Asbury Arms North, Inc.
Description:	The billboard is attached by vertical poles to another billboard situated below it and is located on the east side of Clearlake Road, north of Dixon Blvd.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 10

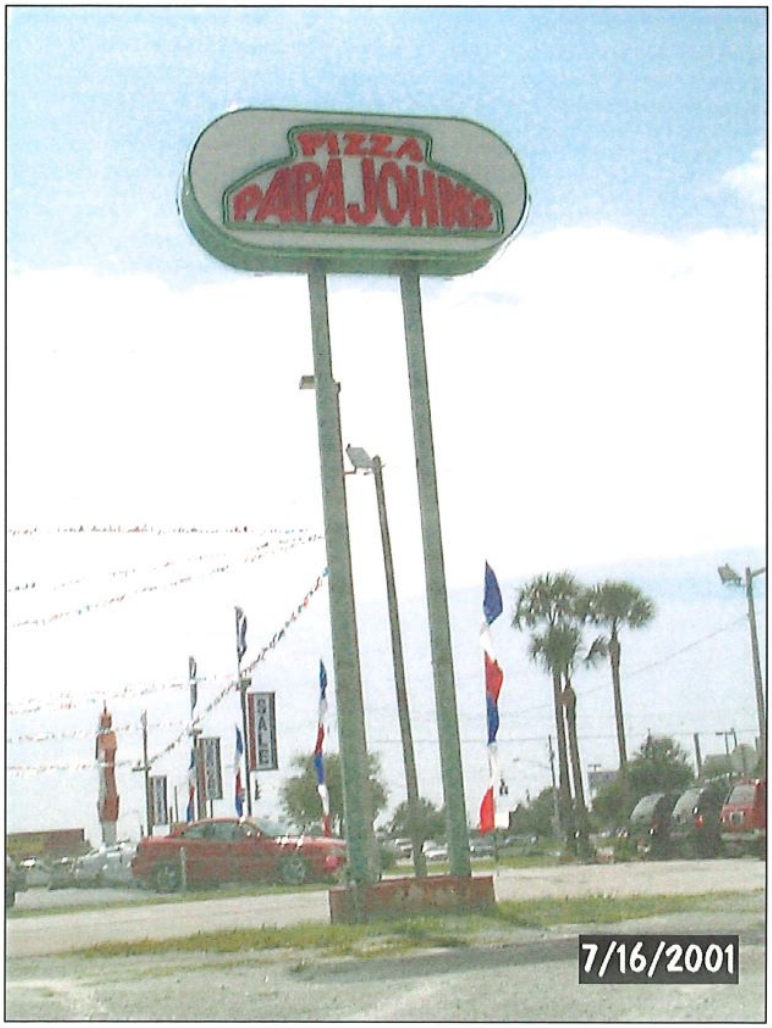
Parcel ID:	24-36-29-00-252
Tax Account:	2421562
Property Address:	1200 Clearlake Rd.
Property owner:	Asbury Arms North, Inc.
Description:	The billboard is attached by vertical poles to another billboard situated above it and is located on the east side of Clearlake Road, north of Dixon Blvd.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 11

Parcel ID: 24-36-33-00-251
Tax Account: 2425477
Property Address: 219 S. Cocoa Blvd. (US Highway No. 1)
Property owner: East Florida Motor Sales, Inc.
Description: This off-site advertising sign was located at the northwest corner of US Highway No. 1 (Cocoa Blvd.) and State Road 520 (W. King St.). The sign was located along the western side of the access drive from SR520.
Photograph:

<u>THIS SIGN WAS PHYSICALLY REMOVED FROM THE SITE SOMETIME BETWEEN JULY 2017 AND JUNE 2019; THEREFORE, THIS SIGN WILL BE DELETED FROM THE BILLBOARD INVENTORY (RESOLUTION 2020-244).</u>



REFERENCE NUMBER 11

Parcel ID:	24-36-17-00-518
Tax Account:	2413508
Property Address:	None
Property owner:	2715 Land Trust
Description:	The billboard is located on the west side of US Highway No. 1, just south of River Heights Drive.
Photograph:	Photograph taken on October 5, 2020.



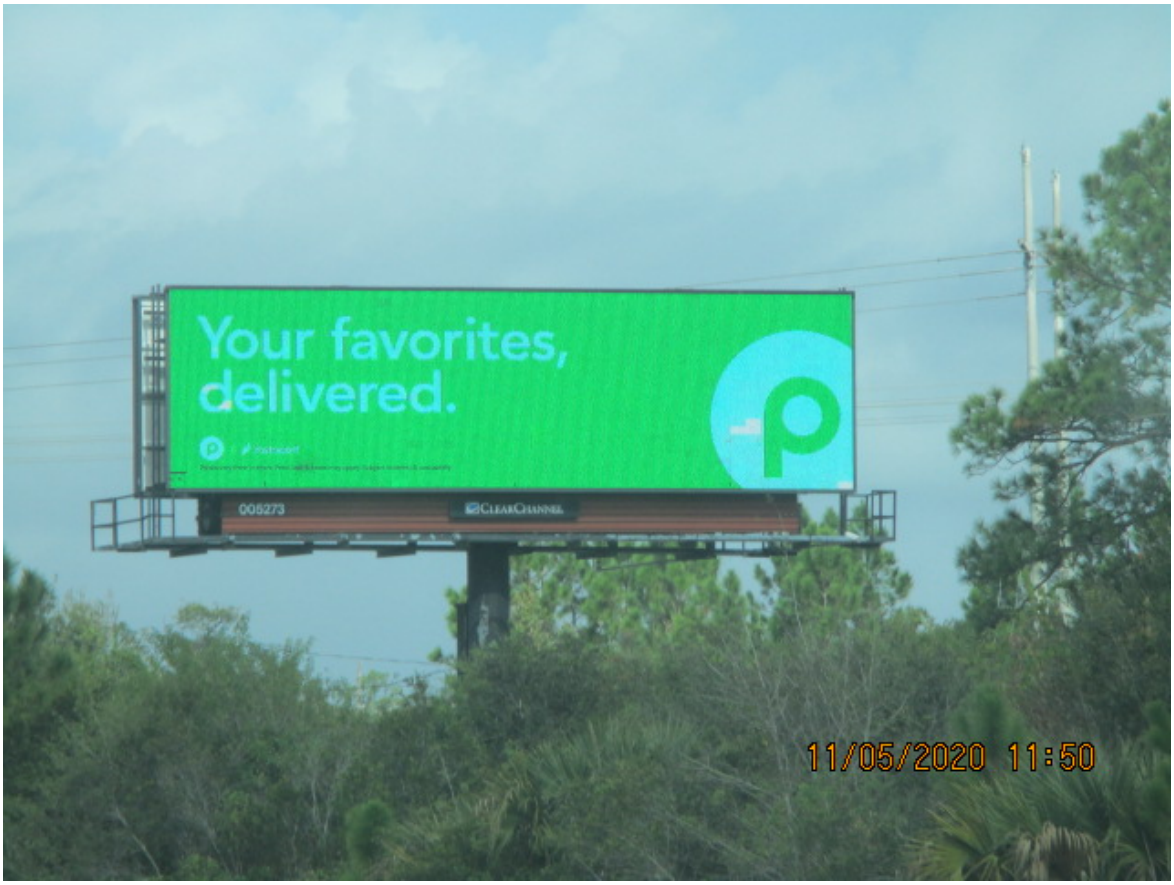
REFERENCE NUMBER 12

Parcel ID:	24-36-33-00-15
Tax Account:	2425376
Property Address:	105 Forrest Avenue
Property owner:	D & S Real Estate
Description:	The billboard is located at the northwest corner of Forest Avenue and Center Street. The sign advertises for Noah's Ark Repair and Canaveral Propellers, both of which are located on Ridgeway Avenue.
Photograph:	N/A

DELETED IN ACCORDANCE WITH SECTION 3-21.5 OF THE CITY OF COCOA CODE (SEE RESOLUTION 2002-112).

REFERENCE NUMBER 13

Parcel ID:	24-35-26-00-250
Tax Account:	2407977
Property Address:	650 Townsend Rd.
Property owner:	Waste Management Inc. of Florida
Description:	The billboard is located on the east side of I-95, about 3,500 feet north of the intersection with State Road 520. The FDOT tag numbers for the sign are BC497 and BC498.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 14

Parcel ID:	24-35-12-00-760
Tax Account:	2404121
Property Address:	3250 Grissom Pkwy.
Property owner:	M-2 Industrial LLC
Description:	The billboard is located on the southeast corner of the lot near the westbound lanes of State Road 528.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 15

Parcel ID:	24-35-12-00-766
Tax Account:	2442068
Property Address:	None
Property owner:	M-2 Industrial LLC
Description:	The billboard is located on the southwest corner of the lot near the westbound lanes of State Road 528.
Photograph:	Photograph taken on October 6, 2020.



REFERENCE NUMBER 16

Parcel ID:	24-36-31-00-272
Tax Account:	2424000
Property Address:	2185 W. King St.
Property owner:	Lake Poinsett Shores, Inc.
Description:	The billboard is located on the southwest side of the lot.
Photograph:	Photograph taken on October 5, 2020.



REFERENCE NUMBER 17

Parcel ID:	24-36-31-00-265
Tax Account:	2423993
Property Address:	None
Property owner:	Cocoa Grand LLC
Description:	The billboard is located on the north side of the parcel, near the eastbound lanes of State Road 520.
Photograph:	Photograph taken on October 5, 2020.



REFERENCE NUMBER 18

Parcel ID:	24-35-12-00-758
Tax Account:	2404118
Property Address:	3276 Grissom Pkwy. and 3300 Grissom Pkwy.
Property owner:	Grissom West LLC
Description:	The billboard is located on the southeast corner of the parcel, near the northbound lane of Grissom Pkwy.
Photograph:	Photograph taken on November 5, 2020.



REFERENCE NUMBER 19

Parcel ID:	24-35-26-00-535
Tax Account:	2441465
Property Address:	560 Townsend Rd.
Property owner:	Clear Channel Outdoor, Inc.
Description:	The billboard is located on the east side of I-95, approximately 1,500 feet north of the intersection with State Road 520.
Photograph:	Photograph taken on November 5, 2020.



Legislation Details (With Text)

File #:	20-814	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/16/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approval of Resolution No. 2020-243, Adopting “Laredo Drive” as a Street Name for the Cocoa Grand Apartment project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-243 Approving Street Name Laredo Drive.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2020
Agenda Date: December 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of Resolution 2020-243, Adopting “Laredo Drive” as a Street Name for the Cocoa Grand Apartment project.

BACKGROUND:

A Large Scale Site Plan for the Cocoa Grand Apartments project was approved by the Planning & Zoning Board on September 2, 2020 which included an entry drive off of SR520 (West King Street). This drive loops around a planned stormwater pond, providing access to all the apartment buildings and amenities for the complex. It will also provide access at a future point to the commercial portion of the property. Therefore, a street name will need to be assigned to the entry drive for mail and emergency services to reach the residents and the future business. The developer has requested the name “Laredo Drive” and this name has been confirmed by Brevard County’s E911 Addressing office.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Resolution 2020-243, Adopting “Laredo Drive” as a Street Name for the Cocoa Grand Apartment project.

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RESOLUTION NO. 2020-243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE NAME OF LAREDO DRIVE FOR THE PRIVATE ROAD INTENDED TO SERVE THE COCOA GRAND APARTMENTS, LOCATED SOUTH OF STATE ROAD 520 ON PROPERTY WITH TAX PARCEL ID 24-36-31-00-265; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets; and

WHEREAS, the Planning and Zoning Board approved the large-scale site plan and attendant final engineering plans for the Cocoa Grand Apartments project on September 2, 2020, which include a single private road to serve the project, intersecting with State Road 520 and providing access to all apartment buildings on the property; and

WHEREAS, because the project did not require a subdivision, the Brevard County 9-1-1 Administration has requested that the City adopt and record in the Brevard County Official Records a resolution approving a street name for the project; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Approval of Street Name. The City of Cocoa City Council hereby approves the street name of "Laredo Drive" for the private road intended to serve the Cocoa Grand Apartment project, as shown in the large-scale site plan and final engineering plans approved by the Planning and Zoning Board on September 2, 2020, located south of State Road 520 on property with Tax Parcel ID 24-36-31-00-265.

SECTION 3. Recordation. The City Council hereby directs the City Clerk to record a copy of this Resolution in the Official Records of Brevard County, Florida.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

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

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-819	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/20/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget, BAF#21-034-A, Inclusive of FY20, Unencumbered Budgeted Projects, through the use of Fund Balance Reserves. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021.docx BAF 21-034-A-FN-Addtional Budget FY20-FY21 Projects (12-8-20)Agenda 20-819 FY21.pdf Tracking Sheet BAF # 21-034-A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2020
Agenda Date: December 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF#21-034-A, Inclusive of FY20, Unencumbered Budgeted Projects, through the use of Fund Balance Reserves.

BACKGROUND:

Staff is requesting the attached Budget Adjustment Form # 21-034-A be approved by Resolution, amending the FY21 Budget, to include projects budgeted in FY20, yet unencumbered. The projects include, a Kiosk for utility payments, CAFR Conversion, Fiske Blvd Streetscape, various Water/Sewer Utility Projects, and the remaining 2018 Water Sewer Bond Projects. In addition to these previously budgeted projects, staff is also requesting additional funds to complete the Water/Sewer Rate Study.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

BAF# 21-034-A

General Fund $74,050
Fiske Blvd Complete Streetscape $1,500,000
Water/Sewer $434,673
2018 Water Sewer Bond $14,019,377

See the Attached Tracking Sheet for Details.

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve a Resolution Amending the FY21 Budget, BAF#21-034-A, Inclusive of FY20, Unspent Budgeted Projects, through the use of Fund Balance Reserves.

City of Cocoa Budget Adjustment Form FY 2021 - 21-034-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/01/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 74,050	001-0000-389.99-50		General Fund Balance Reserves	$ 2,043,500	$ 2,215,187	$ 2,289,237	$ 0
$ 1,500,000	303-0000-389.99-50		Fiske Blvd Fund Balance Reserves	$ 0	$ 0	$ 1,500,000	$ 0
$ 434,673	421-0000-389.99-50		Water/Sewer Fund Balance Reserves	$ 8,567,533	$ 10,402,093	$ 10,836,766	$ 0
$ 14,019,377	426-0000-389.99-50		Water/Sewer Capital Projects 2018 FBR	$ 0	$ 18,932,244	$ 32,951,621	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,028,100	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 74,050			See Tracking Sheet	$ 0	$ 0	$ 74,050	$ 0
$ 1,500,000			See Tracking Sheet	$ 0	$ 0	$ 1,500,000	$ 0
$ 434,673			See Tracking Sheet	$ 0	$ 0	$ 434,673	$ 0
$ 14,019,377			See Tracking Sheet	$ 0	$ 0	$ 14,019,377	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,028,100	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Amendment to the FY21 Budget is to provide previously budgeted items within FY20 funds, that remain unspent and unencumbered at the end of the fiscal year, through the use of Fund Balance Reserve Agenda 20-819.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/08/20 *RESOLUTION #:*

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

12/1/20	Lora Howell Digitally signed by Lora Howell Date: 2020.12.01 09:46:19 -05'00'	12/2/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.12.02 08:25:32 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/2/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.12.02 08:25:12 -05'00'	12/1/20	Lora Howell Digitally signed by Lora Howell Date: 2020.12.01 09:46:45 -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 #: _____

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			FINANCE					
21-034	1	Amendment	Fund Balance	Utility Accounting	Fund Balance	001-0000-389.99-50	62,050	
21-034	1	Amendment	Kiosk	Utility Accounting	Machinery and Equipment / IT Hardware	001-1510-536.64-15	56,127	CA2002
21-034	1	Amendment	Kiosk	Utility Accounting	Repair and Maintenance	001-1510-536.46-00	5,923	
The Kiosk is a project in process to provide Utility Payment Services, for outside and after hour availablity.								
			Finance Department Total			Increase	62,050	
			Finance Department Total			Increase	62,050	
			GENERAL GOVERNMENT					
21-034	1	Amendment	Fund Balance	General Government	Fund Balance	001-0000-389.99-50	12,000	
21-034	1	Amendment	CAFR Conversion	General Government	Professional Services	001-1600-513.31-00	12,000	
The CAFR Conversion, to create the Financial Reporting In-house.								
			General Government Department Total			Increase	12,000	
			General Government Department Total			Increase	12,000	
			General Fund Total			**Increase**	**74,050**	
			General Fund Total			**Increase**	**74,050**	
			FISKE BOULEVARD COMPLETE STREETSCAPE					
			PUBLIC WORKS					
21-034	303	Amendment	Fund Balance		Fund Balance	303-0000-389.99-50	1,500,000	PW17SI
21-034	303	Amendment	Fiske Blvd Complete Street	Capital Projects	Infrustructure	303-3580-519.63-00	1,500,000	PW17SI
The General Fund portion of the Fiske Blvd Street and Sidewalk Project.								
			Fiske Boulevard Complete Streetscape Total			**Increase**	**1,500,000**	
			Fiske Boulevard Complete Streetscape Total			**Increase**	**1,500,000**	
			UTILITIES					
21-034	421	Amendment	Fund Balance		Fund Balance	421-0000-389.99-50	634,673	
21-034	421	Amendment	Stantec Consulting Change Order for W/S Rate Study	Utility Administration	Professional Services	421-4010-536.31-00	17,550	
21-034	421	Amendment	Industrial Park Pumping Station	ENG	Infrustructure	421-4055-536.63-00	210,572	WS1001
21-034	421	Amendment	Cape Canaveral Main Replacement	ENG	Infrustructure	421-4055-536.63-00	83,490	WS19CC
21-034	421	Amendment	Force Main Repairs	ENG	Infrustructure	421-4055-536.63-00	123,061	WS19FM
21-034	421	Amendment	Gravity Thickeners	ENG	Infrustructure	421-4055-536.63-00	200,000	WS20GT
Various Utility Projects Budgeted in FY20, yet unspent or not started.								
			Utilities Department Total			Increase	634,673	
			Utilities Department Total			Increase	634,673	
			WaterSewer Fund Total			**Increase**	**634,673**	
			WaterSewer Fund Total			**Increase**	**634,673**	
			WATER/SEWER CAPITAL PROJECTS 2018 BOND FUND					
			UTILITIES					
21-034	426	Amendment	Fund Balance		Fund Balance	426-0000-389.99-50	14,019,377	
21-034	426	Amendment	Investment Services	Administration	Professional Services	426-4010-536.31-00	1,800	
21-034	426	Amendment	CCRIP Balance and FY 19& 20 Interest from 2018 Bond	Eng	Infrustructure	426-4055-536.63-00	1,800,673	WS1404
21-034	426	Amendment	Pineda Subaquaeous Pipe	Eng	Infrustructure	426-4055-536.63-00	9,546,142	WS18MI
21-034	426	Amendment	Sellers Flow Improvements	Water Reclamation	Infrustructure	426-4120-536.63-00	2,670,762	WS16SF
Various Bond Projects Budgeted in FY20, yet unspent or not started.								
			Water/Sewer Capital Projects 2018 Bond Fund			Increase	14,019,377	
			Water/Sewer Capital Projects 2018 Bond Fund			Increase	14,019,377	

Legislation Details (With Text)

File #:	20-828	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	11/24/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Accept the Notice of Termination of Agreement from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A Notice of Termination of Agreement.pdf Code Enforcement Lien Reduction Agreement.pdf Clerk's Journal 12-11-2019.pdf BACRAP third extension memo (5-2020).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Accept the Notice of Termination of Agreement from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots.

BACKGROUND:

On December 15, 2017, City Council approved a Code Enforcement Lien Reduction Agreement between the City of Cocoa and Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP). This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Avenue, 1115 Broadmoor Drive, 1057 Mitchell Street, 401 N Carolina Avenue, 1102 Broadmoor Drive, and 300 N Varr Avenue, to $0 providing BACRAP complies with the conditions set forth in the agreement.

On December 11, 2019, City Council approved (Agenda Item 19-665) a 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive. Additionally, Council approved a one-year extension request from BACRAP on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed

December 15, 2017 for the four (4) remaining lots.

On January 22, 2020, City Council approved (Agenda Item 20-59) a second 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive.

On February 28, 2020, the Certificate of Occupancy for the two (2) homes located at 1102 and 1115 Broadmoor Drive were obtained. On April 3, 2020, 1102 Broadmoor Drive was sold to an income eligible client.

On or about April 2, 2020 and April 5, 2020, the City was notified by email that two lawsuits were filed potentially affecting the title of 1115 Broadmoor Drive which has unfortunately delayed the sale of the home. The lawsuits are:

1. Roger Vaughn Jr. v. Broadmoor Acres Community Restoration and Preservation, Inc. involving a complaint to establish a prescriptive easement and to enjoin interference with easement; and

2. ABC Concrete, Inc. v. Broadmoor Acres Community Restoration and Preservation, Inc.; involving enforcement and foreclosure of construction lien and breach of contract, and related Counter Claim/Third Party Complaint filed by Broadmoor Acres Community Restoration and Preservation, Inc. and Lawrence Sinclair against other third parties involving breach of contract, fraudulent inducement, construction fraud, deceptive and unfair trade practices, common law fraud, conspiracy to defraud etc.

On May 27, 2020, City Council approved (Agenda Item 20-292) a third extension for 90 days beyond the date pending litigation is completed for Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 to sell 1115 Broadmoor Drive, subject to BACRAP compliance with applicable conditions set forth in the agreement.

The City received a Notice of Termination (Attachment “A”) on November 24, 2020 notifying the City that BACRAP is requesting the Termination of the Agreement for the four (4) remaining lots. Those lots are identified as: 408 Kentucky Avenue, 1057 Mitchell Street, 401 N Carolina Avenue, and 300 N Varr Avenue.

The Agreement will remain in effect for the 1115 Broadmoor Drive property pending litigation
The following liens remain on the 1115 Broadmoor Drive property:

CE-09-393	Code Case	$163,250.00	BK 6120/PG 93
CE-10-823	Abatement	$135.00	BK 6275/PG 2885
CE-11-662	Abatement	$165.00	BK 6451/PG 1976
CE-12-462	Abatement	$165.00	BK 6658/PG 2358
CE-12-782	Abatement	$165.00	BK 6711/PG 1015
CE-13-165	Abatement	$165.00	
CE-13-568	Abatement	$165.00	BK 6937/PG 2646
CE-13-768	Abatement	$155.00	BK 7008/PG 1808
CE-14-316	Abatement	$160.00	BK 7185/PG 810

CE-14-549	Abatement	$155.00	BK 7234/PG 331
CE-15-1023	Abatement	$170.00	BK 7559/PG 2688
CE-16-298	Abatement	$310.00	BK 7696/PG 2630
CE-16-711	Abatement	$170.00	
CE-17-108	Demo	$2,310.50	BK 6528/PG 2558

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STRATEGIC PLAN CONNECTION:

Image and Community Development - The construction of quality, affordable homes within the City of Cocoa would increase the City's tax base, provide homes to citizens and enhance it's image.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

On May 27, 2020, City Council approved a third extension for 90 days beyond the date pending litigation is completed for Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 to sell 1115 Broadmoor Drive, subject to BACRAP compliance with applicable conditions set forth in the agreement.

On January 22, 2020, City Council approved a second 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive.

On December 11, 2019, City Council approved a 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive. Council approved a one-year extension request from BACRAP on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots.

On December 12, 2017, City Council approved a Code Enforcement Lien Reduction Agreement with BACRAP.

RECOMMENDED MOTION:

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

powered by Legistar™

Bob Harvey, Chairman
Broadmoor Acres Community Restoration and Preservation Inc.
1052 Mitchell Street
Cocoa Florida 32922
321-735-8071
robertharveyf16@gmail.com

November 24, 2020

RECEIVED
Office of the City Clerk
NOV 24 2020
Time: 10:50am

Stockton Whitten
City Manager, City of Cocoa
65 Stone Street, Cocoa, Florida 32922

Nancy Bunt
Director Community Services, City of Cocoa
65 Stone Street, Cocoa, Florida 32922

RE: Notice of Termination of Agreement between City of Cocoa and Broadmoor Acres Community Restoration and Preservation Inc., (BACRAP).

Dear Mr. Whitten and Mrs. Bunt:

On August 30, 2015 the vision for restoring one of Cocoa's oldest neighborhoods was born when Larry Sinclair was the victim of burglary. Larry's determination to identify and prosecute the offender brought him together with longtime residents and homeowners who were pleased to meet someone who finally chose to stand up and try and stop what they had lived through for years.

On October 29, 2015 BACRAP began its official formation when 72 homeowners and residents met on the front lawn of 1052 Mitchell Street and told City officials, they were frustrated by the crime and lack of services that had permeated their community. Residents voiced concerns over vacant lots caused by the city demolishing structures but leaving the lots to be used as illegal

dumpsites; and the city's lack of Police response to the crime, drugs, and burglary occurring far too often. The residents knew what individuals interested only in making a profit for themselves meant: more substandard slumlord rental housing; more section eight rentals with five or more families living in each home and no effective program oversight; and more open crime and drug dealing because slumlords made more money renting to dealers. On that night five years ago, residents attending the gathering would not walk more than two blocks from their homes out of fear. Today, November 24, 2020, residents walk their dogs and their kids around the community at night feeling safe again and elderly homeowners feel safe enough again to walk alone mornings and evenings after having given up that freedom for many years. By any standard, the BACRAP mission was a success.

Larry and the BACRAP mission were not about putting money in his pocket or anyone else's. It was, and has always been about bringing families into home ownership allowing them to move out of substandard rentals. It was about building new homes and providing families with a sense of purpose, accomplishment and pride.

BACRAP did something no one else would do; something even the City of Cocoa would not do. It invested money into and cleaning up abandoned vacant lots. And BACRAP did it all with most of the costs absorbed by Larry alone without him ever seeking acknowledgement or reimbursement.

I joined the effort with BACRAP after watching what Larry had managed to do with no real support or funding of any kind. Who wouldn't be drawn to something that improved the lives of residents in this city without really costing the city anything? I believed so strongly in what BACRAP was doing that I put up my own money to purchase and bring two homes up to code removing two more slumlords from the neighborhood and building one of the first new homes built in Broadmoor Acres in more than 60 years. My wife and I are proud of our participation helping our fellow Cocoa citizens and yet disappointed in the treatment by city officials toward such a noble effort.

Sadly, even before the 2018 Municipal elections in Cocoa, people began attacking BACRAP and Larry Sinclair. After the election, where Larry was defeated, these false attacks continued, now with City officials involved. Effectively, the many repeated public false allegations, slander and defamation, especially the public comments of members of the City Council, have resulted in our effort in Broadmoor Acres being terminated.

Upon recommendation of our Executive Director, the BACRAP board of director authorized me to notify the City of Cocoa that we will not seek a renewal of the agreement to build new homes with the City of Cocoa. This letter serves as official notification to the City of Cocoa, that BACRAP we will not continue with the agreement except to complete the litigation and sale of

1115 Broadmoor Dr, in accordance with what the Interim City Manager Matthew J. Fuhrer presented to the City Council on May 25, 2020. The remaining properties listed in the agreement: 300 N. Varr Ave; 401 N Carolina Ave; 408 N Kentucky Ave and 1057 Mitchell Street all in Cocoa, Florida, have been transferred back into the note holders' names as of November 19, 2020.

BACRAP will continue to remain incorporated as a 501c3 non-profit for the purposes of conducting business regarding 1115 Broadmoor Drive and ongoing litigation. One additional issue that must be investigated is the recent discovery the City of Cocoa entered into an agreement with BACRAP on a piece of property on which the City claims they had previously foreclosed.

I would like to take this opportunity to thank those in the City staff who worked hard to support BACRAP and our efforts to help the residents of Broadmoor Acres over the past four plus years. It has been wonderful to see the dedication and effort by city employees for such a selfless and kind program. I also wish to thank the many local volunteers and business owners who supported our effort that reduced crime by more than 40%, installed more than 80 smoke alarms free of charge, and distributed Christmas gifts to more than 80 children each year. I will truly miss all those wonderful people and their efforts.

The decision to terminate the agreement moving forward is in the best interest of the organization. Sadly, it is the residents of Broadmoor Acres who will be hurt the most by the City's actions.

Should you have any further questions or concerns please direct them to Mr. Lawrence Sinclair larry@broadmooracres.com who continues to serve as CEO-Executive Director of Broadmoor Acres Community Restoration and Preservation Inc., or to BACRAP Attorney Michael Saracco at Saracco Law 520 Brevard Ave Cocoa, Florida 32922.

Respectfully,

Bob Harvey, Colonel, USAF (retired)
Chairman, Board of Directors
Broadmoor Acres Community Restoration and Preservation, Inc.

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT("Agreement") is made and entered between the **CITY OF COCOA** ("City") and **BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.** ("Owner").

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

1. **Property**. Owner is the fee simple owner of properties located in the Broadmoor Acres neighborhood in the City of Cocoa, specifically, 408 N. Kentucky Avenue, 1057 Mitchell Street, 401 N. Carolina Avenue, 1115 Broadmoor Drive, 1102 Broadmoor Drive, and 300 N. Varr Avenue, ("the Property").

2. **Liens**. The City currently has the following code liens relating to property maintenance violations on the Property ("code liens"), which were duly recorded in the Official Records of Brevard County, to wit:

408 N. Kentucky Ave
CE-10-826 $135.00
CE-12-655 $165.00
CE-16-855 $4,134.88

1057 Mitchell St
CE-11-660 $101,400.00
CE-12-090 $165.00
CE-12-723 $165.00
CE-13-230 $165.00
CE-16-850 $2,289.77

401 N Carolina Ave
CE-12-029 $165.00
CE-12-466 $165.00
CE-13-171 $165.00
CE-13-658 $165.00
CE-14-343 $160.00
CE-15-059 $310.00
CE-15-388 $170.00
CE-15-573 $170.00
CE-16-260 $170.00
CE-16-710 $310.00
CE-17-085 $2,802.17

1115 Broadmoor Dr.
CE-09-393 $163,250.00
CE-10-823 $135.00
CE-11-662 $165.00
CE-12-462 $165.00
CE-12-782 $165.00
CE-13-165 $165.00
CE-13-568 $165.00
CE-13-768 $155.00
CE-14-316 $160.00
CE-14-549 $155.00
CE-15-1023 $170.00
CE-16-298 $310.00
CE-16-711 $170.00
CE-17-108 $2,310.50

1102 Broadmoor Dr.
CE-10-824 $135.00
CE-10-881 $103,250.00
CE-11-404 $165.00
CE-11-661 $165.00
CE-12-031 $165.00
CE-12-202 $165.00
CE-12-459 $165.00
CE-12-784 $165.00
CE-13-169 $165.00
CE-13-609 $165.00
CE-13-720 $165.00

CE-14-315 $160.00
CE-17-084 $2,247.17

300 N. Varr Avenue
17-154 $2,415.23
16-430 $170.00
15-598 $170.00
14-313 $160.00
13-767 $160.00
13-164 $165.00
12-764 $165.00
12-460 $165.00
12-032- $165.00
11-657 $165.00
10-825 $135.00
09-601 $235.00
07-448 $148,750

3. **Diligent Efforts to Improve Property and Neighborhood**. The City acknowledges the code violations were imposed against the previous owners of the Property and were not caused by Owner. When Owner acquired the Property, Owner made diligent efforts to correct violations and improve the Property, which has also improved the surrounding neighborhood. Owner is a non-profit corporation whose stated mission is to improve deteriorating neighborhoods, with the hope of lessening tensions and reducing the need for government intervention.

4. **Need For Affordable Housing**. The City of Cocoa has a need for affordable housing in neighborhoods such as Broadmoor Acres. The code liens on the Property hinder productive development of the Property and limit the Owner's ability to sell the Property to potential home buyers, especially those who qualify for affordable housing.

5. **Lien Reduction**. Owner applied for a reduction of the code liens pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council conditionally agreed to reduce the code liens to $ 0, in consideration of the Owner agreeing to and completing the conditions set forth herein.

6. **Conditions of Release of Liens.** The City hereby agrees to the satisfaction and release of all code liens listed in paragraph 2 upon the completion of the following:

a. **Construct Affordable Housing**. Owner agrees to construct a single family affordable home on each property listed in Paragraph 1 herein and shall obtain a Certificate of Occupancy for each home within **two (2) years** of the date of this Agreement, which time frame may be extended annually by the City for good cause. An affordable home is defined as housing for which the

occupants are paying no more than 30 percent of their gross annual income for housing costs (mortgage, taxes and property insurance).

b. **Sale to Qualified Buyers.** Within **ninety (90) days** of the issuance of the Certificate of Occupancy, Owner agrees to sell and close on each property listed in Paragraph 1 to a person qualified for affordable housing status. Owner shall not rent any of the properties prior to the sale to a qualified buyer. Owner shall provide immediate written notice to the City of the closing date for each property. Reasonable extensions to the 90 day requirement to close may be provided by the City in extenuating circumstances not caused by dilatory actions of Owner.

c. Upon sale, the Owner shall record a Land Use Restriction Agreement (LURA) on each property which maintains the affordable housing provisions of this agreement for a period of no less than 20 years.

d. **Not for Profit Corporation**. Owner shall continually maintain its status as a Not for Profit Florida Corporation during the entire effective date of this Agreement.

e. **No New Violations.** No new or additional code violations shall exist on the Property during Owner's ownership.

f. **Community Center**. If a community center is constructed, a LURA shall be recorded on the property maintaining the special exception use by the owner. The community center must be available for use to all residents and property owners within the Broadmoor Acres community.

7. **Failure to Comply.** In the event all of the conditions set forth in Section 6 of this Agreement are not fully complied with to the satisfaction of the City Manager, the lien reduction request shall be automatically retroactively denied, the Order reducing the fine shall be null and void, and the code liens listed in paragraph 2 shall remain a charge against the Property 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 liens. This paragraph shall not affect properties already sold.

8. **City to Record Satisfaction and Release of Lien.** Upon full satisfaction of all conditions set forth in Section 6, the City shall file Satisfactions and Releases of the code liens in the Public Records of Brevard County for each property upon which a HUD1 is provided to the City.

9. **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.

10. **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.

11. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

12. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the code liens on the Property and contains the entire agreement between the City and Owner as to the subject matter hereof.

13. **Severability.** If any provision of this Agreement is found 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.

14. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

15. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

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

17. **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.

18. **Outstanding Liens, Taxes**. Owner agrees that it shall pay any other outstanding liens attached to the property and any property taxes owed. The City makes no representation as to any other liens or interests attached to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the dates indicated below.

CITY OF COCOA, FLORIDA:

Henry U. Parrish III, Mayor

ATTEST:

By: Carie Shealy
Carie Shealy, MMC
City Clerk

Date: 12/15/2017

OWNER: BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.

Signature Authorized Representative

Print Name: LAWRENCE W. SINCLAIR
Title: CEO-Executive Director

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13 day of December 2017, by Lawrence Sinclair who [✓] is personally known to me or [ ] produced _____ as identification.

NOTARY PUBLIC, State of Florida
My commission expires: 6.16.20

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

5. City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020. (19-608). (Administrative Services Director)

- Liaison Appointments for Calendar Year 2020 are as follows:

• **Affordable Housing Committee:**	**Councilmember Koss**
• **Board of Adjustment:**	**Councilmember Warner**
• **Code Enforcement Board:**	**Councilmember Boisvert**
• **Diamond Square CRA:**	**Deputy Mayor Goins**
• **Housing Authority:**	**Mayor Williams**
• **Planning & Zoning Board:**	**Mayor Williams**
• **Sustainability Advisor Committee:**	**Councilmember Koss**
• **US 1 RDA:**	**Councilmember Boisvert**
• **Utilities Advisory Committee:**	**Councilmember Koss**
• **Space Coast TPO:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**
• **Space Coast League of Cities:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**
• **Florida League of Cities:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**

6. Seek Council direction for extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. 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 BACRAP complies with the conditions set forth in the agreement. (19-665). (Community Services Director)

- **Approved. Approve a 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive.**

- **Approved a one-year extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots**

Community Services Department
Office of the Director
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8511I Fax: (321) 433-8543

May 29, 2020

TO: Robert Harvey, Chairman
Lawrence Sinclair, CEO, Executive Director
Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP)
1035 Peachtree Street, Suite B
Cocoa, FL 32922

SUBJECT: BACRAP Third Extension Approval on the Code Enforcement Lien Reduction Agreement executed December 15, 2017

This letter formally notifies Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) that on May 27, 2020, Cocoa City Council approved a third extension for 90 days beyond the date pending litigation is completed for BACRAP on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 to sell 1115 Broadmoor Drive, subject to BACRAP compliance with applicable conditions set forth in the agreement.

The pending litigation that was identified within the agenda item was:

1. Roger Vaughn Jr. v. Broadmoor Acres Community Restoration and Preservation, Inc. involving a complaint to establish a prescriptive easement and to enjoin interference with easement; and

2. ABC Concrete, Inc. v. Broadmoor Acres Community Restoration and Preservation, Inc.; involving enforcement and foreclosure of construction lien and breach of contract, and related Counter Claim/Third Party Complaint filed by Broadmoor Acres Community Restoration and Preservation, Inc. and Lawrence Sinclair against other third parties involving breach of contract, fraudulent inducement, construction fraud, deceptive and unfair trade practices, common law fraud, conspiracy to defraud etc.

This 90 day extension beyond the date pending litigation is specifically granted for the 1115 Broadmoor Drive property. Should you have any questions, please feel free to contact me.

Sincerely,

Nancy A. Bunt

Nancy A. Bunt
Community Services Director

Legislation Details (With Text)

File #:	20-606	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	9/10/2020		**In control:**	City Council	
On agenda:	12/8/2020		**Final action:**		
Title:	Adopt Resolution 2020-252 establishing a $100 Application Fee for non-residential applications seeking a stormwater assessment credit; Advising the City Council regarding the administrative City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy adopted by the City Manager pursuant to Ordinance 1-2019 and Resolution 2019-071. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-252 Stormwater Credit Application Fee Final City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy_Final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Abigail Morgan, P.E.
Through: Bryant Smith III, P.E., CFM, Public Works Department Director
Requested Action:
Adopt Resolution 2020-252 establishing a $100 Application Fee for non-residential applications seeking a stormwater assessment credit; Advising the City Council regarding the administrative City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy adopted by the City Manager pursuant to Ordinance 1-2019 and Resolution 2019-071.

BACKGROUND:

The City of Cocoa (City) undertook an extensive review of the City's stormwater program and revenue recovery methods. During this review, it was determined that the opportunity exists to provide a more environmentally and financially sustainable stormwater program.

The City established Stormwater Utility System Ordinance No. 2-92 on January 28, 1992. The most recent amendment to Ordinance No. 2-92 is Ordinance No. 1-2019. This amendment, along with the adoption of the Final Assessment Resolution 2019-071 by the City Council on September 11, 2019, established a special assessment method of collecting stormwater charges necessary to fund the City's stormwater program. Further, the City adopted the uniform method of collecting non-ad valorem special assessments and rates within the incorporated area of the City and assessments are now part of the annual ad valorem tax bill issued by the Brevard County Tax Collector.

The services provided under the stormwater program include but are not limited to, reducing flooding, improving water quality, operation and maintenance of existing stormwater facilities, monitoring and restoring the health of water resources, and education to property owners about stormwater. Resolution 2019-071 Sec 3.07-C provided for application and eligibility requirements to obtain a credit to be determined by a written policy approved by the City Manager, provided such policy shall be consistent and not in conflict with the resolution and supported by a written technical memorandum prepared by the City's stormwater assessment consultant Stantec, evidencing a fair and equitable method of determining the applicable credit.

It is the intent of the City to encourage property owners to proactively manage stormwater on their property by incorporating best management stormwater practices that offset, to some extent, the negative impact of stormwater runoff on the City's drainage system.

Through the establishment of this Stormwater Utility Assessment Adjustment and Mitigation Credit Policy, the City may adjust the Utility Assessment on a property that provides value-added stormwater management that supports and complements the City's stormwater management efforts.

The purpose of this manual is to describe policies set forth by the City of Cocoa concerning stormwater assessment adjustments and credits.

STRATEGIC PLAN CONNECTION:

The Stormwater Utility Fund provides revenue to operate and maintain existing stormwater facilities and implement projects in the City 10-Year Stormwater Work Plan.

BUDGETARY IMPACT:

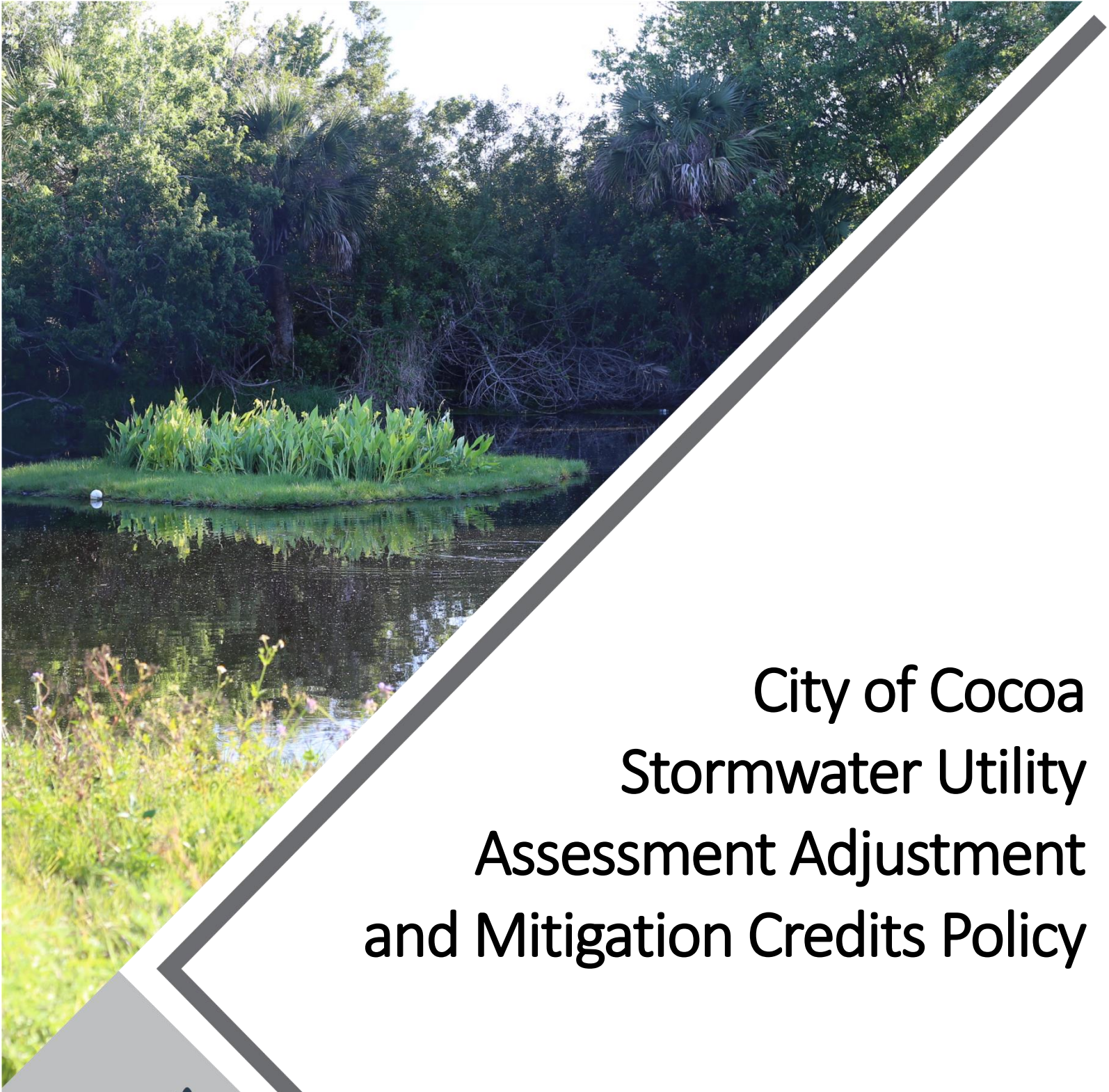
Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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



City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy

CITY OF COCOA
STORMWATER DIVISION

COCOA
FLORIDA

Introduction

The City of Cocoa (City) undertook an extensive review of the City's stormwater program and revenue recovery methods. During this review, it was determined that the opportunity exists to provide a more environmentally and financially sustainable stormwater program.

The City established Stormwater Utility System Ordinance No. 2-92 on January 28, 1992. The most recent amendment to Ordinance No. 2-92 is Ordinance No. 1-2019. This amendment, along with the adoption of the Final Assessment Resolution 2019-071 by the City Council on September 11, 2019, established the method of apportionment and assessment of a parcel's stormwater assessment as well as the method of collection.

As part of Resolution 2019-071, a uniform method of collecting non-ad valorem special assessment charges and rates within the incorporated area of the City was established. This assessment is for the stormwater services provided by the City. These services include but are not limited to, reducing flooding, improving water quality, operation and maintenance of existing stormwater facilities, monitoring and restoring the health of water resources, and education to property owners about stormwater.

It is the intent of the City to encourage property owners to proactively manage stormwater on their property by incorporating best management stormwater practices that offset, to some extent, the negative impact of stormwater runoff on the City's drainage system.

Through the establishment of this Stormwater Utility Assessment Adjustment and Mitigation Credit Policy, the City may adjust or apply a reduction to the Stormwater Assessment on a property that provides value-added stormwater management that supports and complements the City's stormwater management efforts.

The purpose of this manual is to describe policies set forth by the City of Cocoa concerning adjustments to stormwater assessments.

Background

In the City, as in other municipalities, impervious surface areas reduce the amount of stormwater that could be naturally absorbed into the ground, under natural conditions. The runoff from these areas transports materials such as metals and petrochemicals from cars, excess fertilizer, pet waste and other common chemicals to receiving bodies of waters. The major receiving bodies of water for the City of Cocoa includes the Indian River Lagoon and St. Johns River. These are major sources of water pollution in urban areas. In an urban environment, the amount of impervious area on a property is one of the most significant factors affecting the quality and quantity of stormwater runoff.

The increase in runoff produced by developed properties creates a variety of negative impacts on both the stormwater drainage system and natural drainage ways through:

- Increasing peak discharge rate;
- Increasing total volume of runoff; and
- Increasing pollutant loadings.

Large or intense storm events can produce significant quantities of runoff from urban areas with high levels of impervious surfaces.

Stormwater Management is the practice of managing stormwater runoff to avoid water quantity and quality problems. By mapping, planning, constructing, operating, cleaning, regulating and maintaining natural and constructed stormwater management facilities, the City reduces the adverse effects of stormwater and improves the quality of groundwater, streams, rivers, and lakes in and around the City.

Stormwater Utility

In order to provide a stable source of funding for the City to provide stormwater services, which benefits citizens and property owners, the City has established a stormwater special assessment. The stormwater special assessment is administered to collect service charges similarly to the way service charges are required for the City's Water and Sewer Utility.

Since the impervious area is one of the most important factors affecting the peak rate of runoff, the total volume discharged, and pollutant loadings of stormwater that flows from a property, property owners pay a charge that is directly proportional to the amount of impervious surface found on their properties.

According to City Code, impervious area means the number of square feet of hard-surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, and athletic courts.

Stormwater Assessment Structure

Upon selecting the impervious area as the basis for the Stormwater Utility assessment and examining the distribution of the impervious area on all parcels, it was possible to consider the actual structure of a stormwater assessment. The first step in determining the assessment structure was to consider how the City would group similar parcel types to create property classes for stormwater billing. The second step was to determine how the assessment is apportioned to parcels in each property class. This was given significant consideration to ensure the assessment structure is easy to understand, equitable, and administratively efficient.

Property Classes

The City, like most communities, consists of a wide variety of land uses and parcel configurations that make up its property base. Grouping like properties into property classes is appropriate to streamline the assessment structure, enhance property owner understanding, and ensure administrative efficiency.

The following four property classes were identified within the stormwater assessment structure. These are common property classes among other communities with stormwater utilities as they recognize the common parcel characteristics that exist on each group of parcels.

- Single Family Residential – Parcels with single owner residential development including duplexes, triplexes, and other low-density residential.
- Non-Single Family Residential – Parcels with institutional or commercial development including apartment complexes with more than three units and condominiums.
- Exempt – Parcels that receive little or no benefit from the stormwater system, such as public roads and rights-of-way, undeveloped vacant parcels, railroad tracks, certain educational establishments, Bona-fide agricultural, and parcels with less than 400 square feet of impervious. The basis for the categories of parcels included in the exempt property class includes the following:
    - Public roads and rights-of-way: These properties serve as key components of the stormwater system.
    - Vacant parcels: Vacant and undeveloped properties are exempt if the site has not been altered.
    - Certain educational establishments have been determined by Courts to have sovereign immunity with regard to stormwater fees and assessments.
    - Bona-fide agricultural operations: F.S. 163.3162 exempts these properties.
    - Less than 400 square feet of total impervious: These properties are exempt to simplify the stormwater assessment structure and to recognize the practical limitations of capturing all impervious areas in the City.

The properties included in the exempt property class are customarily considered exempt from a stormwater assessment for similar reasons listed above.

- Excluded – Parcels with governmental ownership (these parcels were included in the allocation of the stormwater revenue requirement but were excluded from the assessment roll as they do not receive a tax bill). Parcels with an excluded designation are

billable, but due to particular ownership characteristics (i.e. government) cannot be billed as part of the non-ad valorem assessment.

Assessment Structure

The primary goal is to have a stormwater assessment structure that provides a fair and reasonable apportionment of the stormwater revenue requirements. The following assessment structure is used for each property class:

- Single Family Residential - Given the relative distribution of impervious area located on these parcels, the City used a tiered assessment for single-family residential parcels. The tiers are constructed to capture single-family parcels with below average impervious area footprints, average impervious area footprints and larger than average impervious area footprints. The distribution of properties within each tier was based on the standard deviation of the existing single-family residential properties in the City. Based on the database of impervious areas, a three-tier configuration was created that conforms to the underlying distribution of impervious areas while accomplishing equity objectives. The following table shows the tier and rate assessments for Year 2021. These rates are subject to change annually based on City Council approval.

Single Family Residential Tier Table	
Funding Level	**Annual Assessment**
Tier 1	$78.43
Tier 2	$120.67
Tier 3	$209.97

- Non-Single Family Residential - A parcel specific assessment structure was applied based on the actual measured impervious area on each non-single family residential parcel expressed as Equivalent Residential Units (ERU). Based on the distribution of impervious area for single-family residential parcels, an ERU was calculated at 3,100 sq. ft. This unit reflects the median impervious area on a tier two single-family residential parcel. The ERU is a construct that allows for parcels that are measured on an actual area to be billed in terms of ERUs. In other words, other properties are charged in proportion to this billing

unit based on the calculated number of ERUs for the existing impervious area multiplied by the ERU rate. For example, if your property has four times the amount of impervious area of one ERU, you will be assessed four times the base rate of the tier two rate. This billing methodology is typical for stormwater funding programs across the United States.

Assessment Adjustments

An adjustment is a change to correct a parcel's impervious area square footage and the associated overcharge of the parcel's stormwater assessment. Adjustments are not to be confused with mitigation credits. Mitigation credits are intended to reduce the assessment by the percentage reflecting the reduction in impact to the City's stormwater system.

Impervious Area Measurement Adjustment

The City utilized the Brevard County Property Appraiser's (BCPA) aerial imagery to determine the estimated impervious area for all properties within the City assessment area. The BCPA typically updates aerial imagery annually and provides an accurate means to review properties. A property owner or representative may apply for an adjustment and must demonstrate the impervious area used for the ERU designation on the subject property is incorrect to receive an adjustment.

Application for Adjustment

Property owners seeking an adjustment shall submit an Application for Stormwater Assessment Adjustment to the Stormwater Utility Engineer. As part of the submission, the applicant must provide the City with evidence or justification in writing for the correction of the assessment in question. In some cases, the applicant may also be required to submit a site plan certified by a State of Florida registered professional engineer or a survey prepared by a State of Florida registered land surveyor to support the request for adjustment. All documents provided must be reflective of current site conditions. The Stormwater Utility Engineer will issue a written determination within 30 business days of a complete submittal. Adjustment applications shall be submitted by April 1st of the year to receive credit for the next tax year. Adjustments for submissions approved after April 1st will be applied to the following year's assessment. For example, if you apply for credit in June 2020, the credit will be processed and, if approved, applied on the tax bill for year 2022. See Appendix A for the Application for Stormwater Assessment Adjustment.

Mitigation Credits

It is common for stormwater utilities in Florida and around the United States to offer stormwater assessment credits. As mentioned earlier, mitigation credits are intended to reduce the assessment by the percentage reflecting the reduction in impact to the City's stormwater system. The basis for providing a stormwater assessment reduction is the recognition that certain activities reduce the volume of stormwater leaving properties, or enhance the quality of the runoff; thereby, reducing the burden on the stormwater system and as a result, reducing the community's cost of maintaining the stormwater management system. In addition, providing a reduction towards stormwater utility assessments can also help to maintain equity for property owners with onsite stormwater management because they are investing in measures to reduce stormwater runoff from their property and therefore reducing the effort required by the City.

Proper supporting documentation as outlined in Section III.C.ii and the Application for Stormwater Assessment Mitigation Credit found in Appendix B, must be submitted to receive mitigation credits.

Mitigation Credit Eligibility

Any parcel or subdivision that engages in onsite stormwater management can apply for a 20% discount on their Stormwater Assessment in recognition of the benefit it provides to the greater stormwater system. The system must be capable of retaining a 25-year, 24-hour frequency event precipitation based on the inches indicated on the following National Ocean and Atmospheric Administration (NOAA) website: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=fl.

A parcel or subdivision with a system that is capable of retaining a storm event in excess of the 25-year, 24-hour rainfall event will be provided an additional discount. A 20 to 30% credit will be interpolated based on a parcel retaining the precipitation between the 25-year and 50-year, 24-hour storm events. A 30 to 40% credit will be interpolated based on a parcel retaining the precipitation between the 50-year and 100-year, 24-hour storm events. The below table shows the precipitation in inches for the applicable storm events.

Frequency Event Reduction Table		
Frequency Event	**Precipitation (in.)**	**Maximum % Reduction**
25-yr, 24-hr	9.57	20
50-yr, 24-hr	11.3	30
100-yr, 24-hr	13.2	40

The maximum allowable credit limit is based on the concept that even if all property owners were able to mitigate the impacts of impervious surfaces on their properties, the City would still have to maintain the drainage system associated with public properties and incur the cost for programs mandated by the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System permit, such as routine system inspection and maintenance, illicit discharge detection and elimination, and construction site inspections.

The City reserves the right to request an applicant recertify their stormwater system.

Mitigation Credit Application Requirements

Applications for Stormwater Assessment Mitigation shall be submitted by April 1st to receive the credit for the next tax year. Applications not filed by the deadline will be processed for the following year. For example, if you apply for credit in June 2020, the credit will be processed and, if approved, applied on the tax bill for year 2022. The Stormwater Division will issue a written determination within 30 business days of receipt of a complete application.

All required documentation must be provided or the application will be considered incomplete. Applicants must ensure the stormwater management system is in compliance before submitting the application.

In order to demonstrate the system's compliance and adequately quantify the relief provided by the parcel's stormwater treatment facility, the following must be provided:

- For all parcels with on-site stormwater management systems:

1. Approved permit from the St. Johns River Water Management District, pursuant to Florida Administrative Code Chapter 40C-42.
2. Florida Registered Professional Engineer's Certification that the privately owned and maintained stormwater management systems comply with the same minimum design storm criteria if a permit was not required for the stormwater facility.

- Site survey or site plan with a statement from an engineer or surveyor asserting that the plan is reflective of current site conditions. The survey or site plan must depict the storage volume and characteristics of the stormwater treatment facility.
- Maintenance records, such as a St. Johns River Water Management District certification documentation and maintenance requirements, or equivalent such as the checklist found in Appendix C.

Any appeal of application denial by a Stormwater Utility Engineer can be made to the City Manager.

Parcels with Unique Features

Parcels with unique features which lessen the impact of runoff from the parcel to the City drainage system will be considered on a case-by-case basis. The following list includes both structural and non-structural practices that are commonly recommended to mitigate drainage and erosion concerns. The practices on this list include structural stormwater best management practices (BMPs) approved for use in meeting stormwater regulations, as well as smaller-scale homeowner versions of these practices and stormwater-friendly landscaping activities. Most BMPs on this list are considered green infrastructure BMPs that strive to replicate the natural water cycle and manage stormwater onsite near its source to reduce the impact on water quality and flooding. Parcels granted a stormwater assessment reduction based on storm event retention as listed under in the Frequncy Event Reduction Table will not be eligible for a Parcel with Unique Features credit.

The below City approved stormwater BMPs will be eligible for up to a five percent (5%) reduction each, of the total annual stormwater assessment. Any property incorporating more than one BMP will be eligible for a maximum credit of fifteen percent (15%). The Stormwater Division recommends the applicant get prior approval for the more complicated BMPs designs.

a) Bioretention Area / Rain Garden

Bioretention areas (also referred to as bioretention cells) use soil, plants, and microbes to treat stormwater before it is infiltrated or discharged. Bioretention areas are shallow depressions filled with sandy soil, topped with a thick layer of mulch, and planted with dense vegetation.

Stormwater runoff flows into the bioretention area, percolates through the soil (which acts as a filter) and eventually drains into the groundwater; some of the water is also absorbed by the plants. Bioretention areas are usually designed to allow ponded water and with an overflow outlet to prevent flooding during larger storm events. Bioretention areas can provide excellent pollutant removal and recharge for the "first flush" of stormwater runoff. Properly designed bioretention areas will remove suspended solids, metals, and nutrients.

Rain gardens are considered micro-bioretention filters that are appropriate for single-family homes and townhouses. Like larger bioretention filters, rain gardens are bowl-shaped planted areas or swales where runoff can collect and be used by plants and/or soak into the ground. Rain gardens should be located in an area to which rainwater typically flows. If a depression already exists in the yard, that area may be a good candidate for siting the rain garden. If not, a depression in the ground could be easily dug. The depression in the landscape should NOT have a seasonally high water table. This would inhibit the amount of infiltration that would take place and restrict the variety and potential success of the plants used in the rain garden. For best results and plant growth, the rain garden depression should be 6 to 12 inches deep.

To receive credit, the size of the rain garden or bioretention area must be a minimum of one-fifth of the property's impervious area.



First-Year Maintenance Guidelines

Successful establishment of bioretention areas requires that the following tasks be undertaken in the first year following installation:

- Initial inspections. For the first 6 months following construction, the bioretention area should be inspected at least twice after storm events that exceed 1/2 inch of rainfall.
- Spot reseeding. Inspect for bare or eroding areas in the contributing drainage area or around the bioretention area, and make sure they are immediately stabilized with grass cover.
- Watering. Watering is needed once a week during the first 2 months, and then as needed during the first growing season (April-October), depending on rainfall.
- Remove and replace dead plants.

Routine Maintenance Guidelines

Bioretention areas must be inspected to ensure that they operate in good working condition and in accordance with the approved design and specifications. Items in need of repair must be immediately addressed.

Maintenance Activity	Schedule
• Remove trash and debris. • Remove invasive plants.	As needed

• Replace dead or damaged plant material. • Repair broken pipes.	
• Mow grass filter strips and bioretention turf cover.	At least four times a year
• Weed and rake mulch.	Twice during the growing season
• Check and repair eroded areas. • Inspect for and remove excess sediment. • Inspect plant composition for consistency with approved plans and correct any deficiencies. • Remulch to maintain a three-inch layer. • Prune trees and shrubs. • Inspect for clogging or ponding water in the filter bed.	Annually
• Remove sediment in pretreatment cells and inflows.	Every 2-3 years
• Replace the mulch layer.	Every 3 years

b) Dry Swales / Basins

Dry swales are essentially bioretention cells that are shallower, configured as linear channels, and covered with turf or other surface material (other than mulch and ornamental plants). The dry swale is a soil filter system that temporarily stores and then filters the desired treatment volume. Similarly, a dry retention basin is an impoundment or excavated basin for the short-term detention of stormwater runoff. Dry swales and basins rely on a pre-mixed soil media filter below the channel or basin that is similar to that used for bioretention. If soils are extremely permeable, runoff infiltrates into underlying soils.

The swale or basin must have enough capacity to treat at least the first one-inch of stormwater runoff from 50% of the property's impervious area. They must be constructed at least 18 inches inside the property line and with no greater slope than 4 to 1. This means that for every 4 units (feet or meters) of horizontal distance there is a 1 unit (foot or meter) vertical change either up or down.

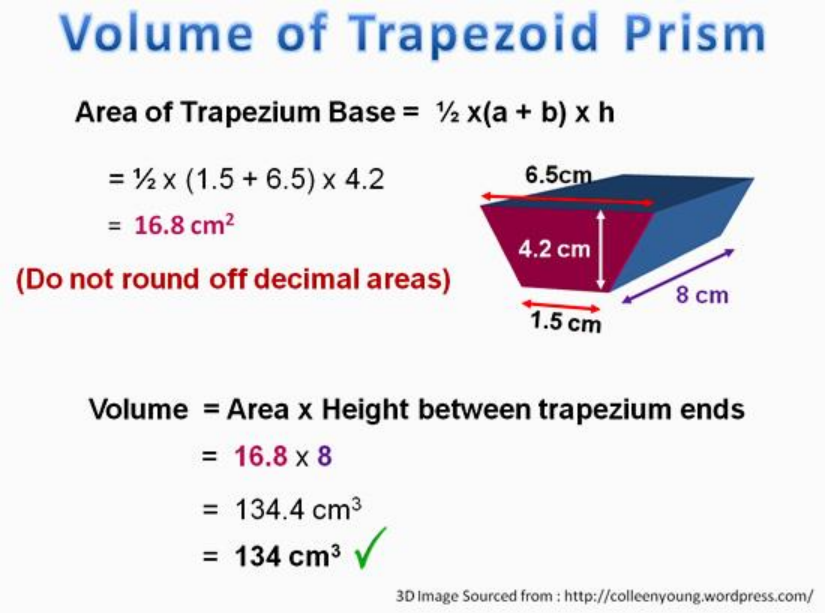




The dry swale or basin must be maintained according to the guidelines in the table below:

Maintenance Activity	Schedule
• Mow grass to maintain design height. • Remove litter and debris.	Regularly (frequently)
• Inspect to ensure that grass has established. If not, replace it with an alternate species. • Inspect for erosion, rills and gullies, ad repair. • Repair spare areas. • Provide nutrient and pesticide management.	Annually, or as needed

The applicant will need to show the swale or basin has the capacity to treat at least the first one-inch of stormwater runoff from 50% of the property's impervious area on the credit application. First, the applicant will need to calculate the volume of runoff the swale or basin can hold. An example of how to calculate the volume in a swale is illustrated below.



Second, the applicant will need to calculate the volume of one-inch stormwater runoff from 50% of their impervious area. Below is the formula.

$$\text{Volume} = \frac{0.50 \times \text{Impervious Area (sqft.)} \times 1 \text{ inch} \times 1 \text{ ft.}}{12 \text{ inches}}$$

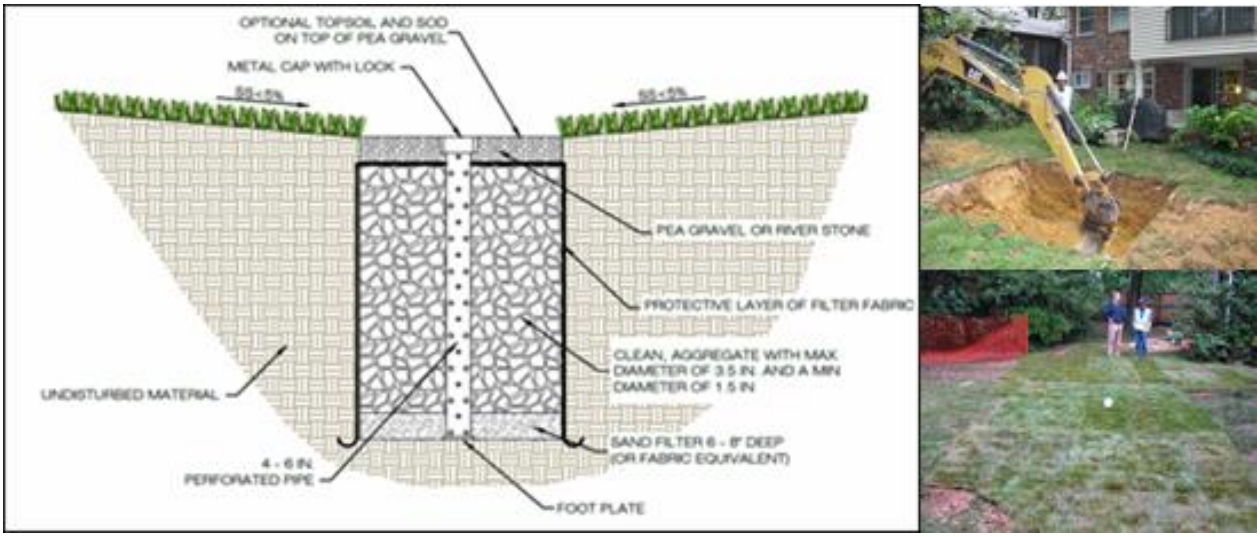
To receive credit for a dry swale stormwater management facility, the volume capacity of the swale must be greater than the volume of one-inch stormwater runoff from 50% of their impervious area.

c) Infiltration Trench

Infiltration trenches are linear ditches that collect stormwater from adjacent surfaces, and their highly permeable soils allow the water to quickly seep into the ground. They can also be horizontal by design to capture, for example, stormwater from a roof drain. The primary purpose of infiltration trenches is to treat stormwater quality. Rain falls on impervious surfaces and flows downhill across the surface collecting pollutants present on the surface. Infiltration trenches are dug in areas where they can intercept this surface flow. Infiltration trenches treat runoff from nearly 100% impervious areas by temporarily storing the water underground in the spaces between clean, washed, uniformly-sized stones and allowing it to infiltrate into the soil. Infiltration trenches can only be installed where soil infiltration tests are performed and only when the tests indicate an acceptable infiltration rate. Even though the first few feet of soil strata

allow water to flow through quickly, the soil type around the trench needs to allow water to travel at minimally 0.5 in/hr.

Filtration systems are prone to clogging with sediments suspended in the stormwater. Therefore, the soil in the drainage area should not have large quantities of fine particles like silt and clay because they are likely to cause clogging in the filter. There are a few ways to pretreat the stormwater before it is collected in the trench. The simplest method is to have the stormwater travel over a grass strip because the vegetation removes some of the particles that are likely to get clogged in the trench.



Routine Maintenance Guidelines

Infiltration practices must be inspected to ensure that they operate in good working condition and in accordance with the approved design and specifications. Items in need of repair must be immediately addressed.

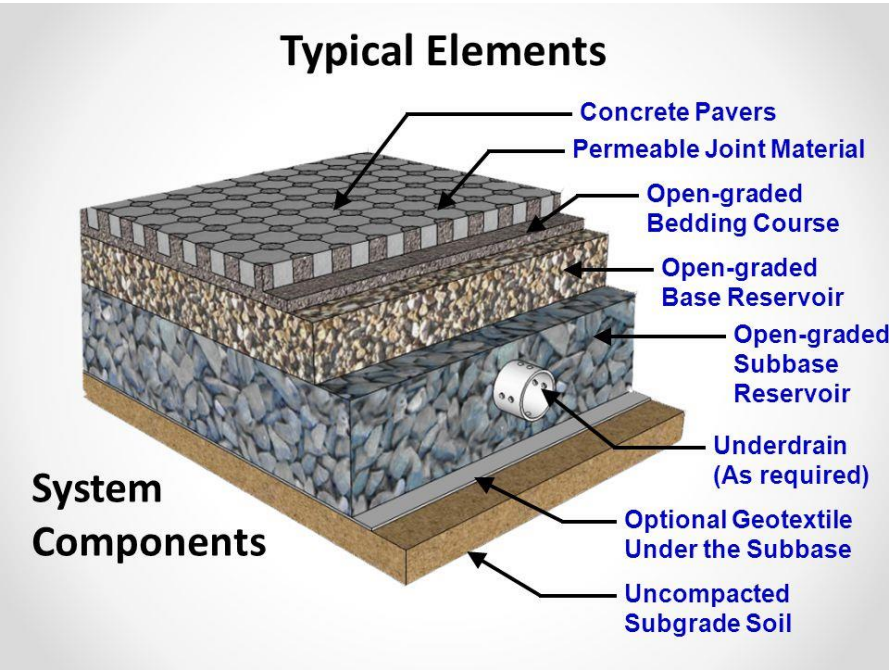
Maintenance Activity	Schedule
• Replace pea gravel/topsoil and top surface filter fabric (when clogged). • Mow vegetated filter strips as necessary and remove the clippings. • Repair broken pipe.	As needed
• Ensure that the contributing drainage area, inlets, and facility surface are clear of debris. • Ensure that the contributing drainage area is stabilized. • Inspect for and remove excess sediment. • Repair undercut and eroded areas at inflow and outflow structures.	Quarterly

• Inspect pre-treatment devices and diversion structures for sediment build-up and structural damage, if applicable. • Remove trees that start to grow in the vicinity of the infiltration facility.	Semi-annual inspection
• Clean out accumulated sediments from the pre-treatment cell. • Check for and repair eroded areas.	Annually

The applicant will need to provide a section view of their infiltration system, as well as provide documentation the infiltration rate of the soil around the trench meets the aforementioned requirement with the credit application.

d) Permeable Pavement

Permeable pavements allow water to infiltrate through surfaces that would normally be impermeable, such as asphalt or cement concrete parking lots. Pervious surface treatments reduce the risk of stormwater runoff, retaining the water sub-surface as it gradually infiltrates the soil; holding the stormwater in multiple air voids or cells also assists in pollution control through degradation of hydrocarbons into carbon dioxide and water, and retaining metals in the structure keeps them from the groundwater table. Permeable pavement incorporates three elements: 1) a pervious surface option, (i.e., permeable pavers, pervious concrete, porous asphalt, or cellular grid pavers), 2) a stone reservoir, and 3) an underdrain. An example is illustrated below.



For proper maintenance of most pervious pavement systems, periodic vacuum sweeping is recommended. It is required at least annually or when infiltration performance declines so that the vertical hydraulic conductivity rate is retained. The permeable pavement must be maintained according to the guidelines in the table below:

Maintenance Activity	Schedule
• Remove trash and debris.	As needed
• Check and repair eroded areas. • Keep the surface free of sediment. • Inspect facility for clogging and repair any clogging and improper drainage. • Inspect for and repair any structural damage. • Inspect for and repair any clogged or damaged inlets and outlets.	Annually

Credit will be approved for a permeable pavement area of 600 sqft. or greater. If permeable pavement is to be used for a driveway installation, it must meet City building and zoning standards. The applicant will need to provide a section view of their system components with the credit application.

e) Other Techniques

The City will evaluate unique features on residential property not listed in this section of the manual that reduce the stormwater impact to the City's system on a case-by-case basis. The applicant will need to provide as-built plans, surveys or other supporting documentation as determined by the City.

Maintenance Documentation Requirements for Stormwater Management Systems

Stormwater management systems must be maintained to the condition depicted in the approved site plan and all other applicable permits in order to be eligible for a mitigation credit. The system will be inspected to ensure compliance before the mitigation credit is approved. If the system is not fully in compliance, the application will be denied; once the City has confirmed the system is fully in compliance, the application will be reconsidered.

Failure to maintain a stormwater management system in accordance with permit and site plan requirements will result in the loss of the mitigation credit. The owner of a credited stormwater management system is responsible for notifying the City if the system is compromised or

damaged in any way or is no longer complying with its site plan or permit. The owner of a credited system must also notify the City if any repair work is performed that may alter its operation.

Appendix C includes forms for the maintenance of a stormwater management system, bioretention area / rain garden, dry swales / basins, infiltration trench, and permeable pavement. These records shall be submitted to the Stormwater Utility Engineer as described in Appendix C. For those unique features not listed in Appendix C, the applicant shall submit a maintenance checklist with appropriate BMP activities, such as those described in the Environmental Protection Agency "Stormwater Management Manual (October, 1981)", with their application. Other examples of acceptable maintenance records include St. Johns River Water Management District (SJRWMD) stormwater management system certification documentation and maintenance requirements.

Inspections / Right of Entry

In order to be eligible for a mitigation credit, the owner of the parcel must agree to allow the City to inspect the stormwater management system to ensure that it is maintained and functioning properly. The City reserves the right to inspect any system receiving a mitigation credit at any time to ensure the system is functional and compliant with all applicable site plans and permits.

Mitigation Credit Renewals

Mitigation credits are in effect for two years. To continue receiving mitigation credit in future years, applicants must renew their application by submitting the required documentation (i.e. current SJRWMD certification and/or signed Maintenance Checklist found in Appendix C) two years after the first approval date and every two years thereafter. Reminder notices will be sent to existing credited parcels.

Stormwater systems will be inspected before each renewal to ensure compliance with all plans and City issued permits.

Coverage

Credits will only be allowed for the portion of the impervious area that is in the drainage area of a qualifying stormwater management facility (SMF). The following formula will determine the amount of credit earned:

Credit Earned = (% Credit eligible for a SMF) x (Stormwater Assessment) x (% of the impervious area treated)

For example, if a site has a detention pond installed which qualifies the site for a 20% credit towards its Stormwater Assessment, but only 60% of the impervious area on the site drains to the pond, then the site can only be granted a 12% credit, i.e. 0.60 x 0.20 = .12.

Transfer of Credit

The stormwater credits issued applies only to the property owner. Credits do not transfer when ownership changes. A new application must be submitted by the new property owner(s) to continue receiving the credit.

Enforcement

If a facility exhibits the need for repair or maintenance, a Notice of Violation will be sent to the property owner stating that improvements and/or corrections need to be made. If adequate improvements and/or corrections to the facility are not completed or addressed within the time frame specified in the Notice of Violation, the forthcoming credit will be forfeited. No future credit may be considered for the next two years for the subject property.

If the field inspection proves that any of the documentation submitted for the continuance of the credit is not accurate, the credit will be immediately forfeited. No future credit may be considered for the next two years for the subject property.

Appendix A

APPLICATION FOR STORMWATER ASSESSMENT ADJUSTMENT

PLEASE MAIL COMPLETED FORM AND ALL REQUIRED DOCUMENTATION TO

City of Cocoa Stormwater Assessment
65 Stone Street
Cocoa, FL 32922

FOR QUESTIONS OR APPPOINTMENTS, PLEASE CALL (321) 433-8770

SECTION A - APPLICANT INFORMATION		
Property Owner Name:		
Site Street address:		
City:	State:	ZIP Code:
Phone:	Fax:	
Email address:		

SECTION B - APPLICANT'S ENGINEER OR SURVEYOR IF APPLICABLE		
Name:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	
Email address:		

SECTION C - PROPERTY INFORMATION (ATTACH COPY OF ASSESSMENT)		
Name of Property (e.g. Development or Subdivision):		
Parcel Identification Number (PIN):		
Address:		
City:	State:	ZIP Code:

SECTION D – DETAILS OF APPEAL FOR ADJUSTMENT

Type of Property ☐ Single Family ☐ Multi Family ☐ Other Residential ☐ Non-Residential ($100.00 Processing Fee)

Currently Billed Impervious Area (Sq. Feet):

Proposed Impervious Area (Sq. Feet):

Detailed Description of Reason for Adjustment Application:
Please attach any property maps or measurements that may be needed to determine your adjustment. A detailed topographic survey may be required in some cases at the expense of the Owner.

APPLICATION FOR STORMWATER ASSESSMENT ADJUSTMENT

PLEASE MAIL COMPLETED FORM AND ALL REQUIRED DOCUMENTATION TO

City of Cocoa Stormwater Assessment
65 Stone Street
Cocoa, FL 32922

FOR QUESTIONS OR APPPOINTMENTS, PLEASE CALL (321) 433-8770

SECTION E – APPLICATION CHECKLIST

PLEASE INCLUDE ALL OF THE FOLLOWING (CHECK OFF): If any information is missing from the request package, you will be asked to complete the request and re-submit. Please note that the City reserves the right to request additional information if necessary.

☐ Complete application form requesting an Adjustment

☐ Evidence supporting the basis for the adjustments including the opinion of a certified professional engineer or surveyor where applicable

SECTION F – CERTIFICATION STATEMENTS

PLEASE INITIAL THE FOLLOWING STATEMENTS CERTIFYING THAT YOU HAVE READ AND UNDERSTAND EACH ONE:

_____ I hereby certify that the information in this application is truthful and accurate.

_____ I hereby grant the City of Cocoa access to the property referenced in this document to confirm any of the information stated in this application to determine my adjustment.

SECTION G - SIGNATURES

Signed this ___Day of _____20_ , by the Property Owner(s) or responsible party

Name	Street Address	Phone	Signature

SECTION H – OFFICE USE ONLY

Received by the City of Cocoa, Florida, this _____ day of _____, 20_____.

Non-Residential? (Y or N) _____If yes, then collect $100 processing fee.

Application reviewed on this _____day of _____, 20_____.

Application reviewed by:_____

Determination of Adjustment: **Currently Billed Impervious Area:_____ square Ft**

Revised Impervious Area:_____ square Ft

Retroactive Adjustment Required? (Y or N) _____If yes, then record Retroactive Date:_____

Appendix B

APPLICATION FOR STORMWATER ASSESSMENT MITIGATION CREDIT

PLEASE MAIL COMPLETED FORM AND ALL REQUIRED DOCUMENTATION TO

City of Cocoa Stormwater Assessment
65 Stone Street
Cocoa, FL 32922

FOR QUESTIONS OR APPOINTMENTS, PLEASE CALL (321) 433-8770

SECTION A - APPLICANT INFORMATION		
Property Owner Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	
Email address:		

SECTION B - APPLICANT'S ENGINEER		
Name:	PE License #	
Address:		
City:	State:	Zip Code:
Phone:	Fax:	
Email address:		

SECTION C - PROPERTY INFORMATION		
Type of Property ☐ Single Family ☐ Multi Family ☐ Other Residential ☐ Non-Residential ($100.00 Processing Fee)		
Name of Property (e.g. Development or Subdivision):		
Parcel Identification Number (PIN):		
Site Address:		
City:	State:	ZIP Code:

SECTION D – MITIGATION CREDIT ELIGIBILITY

Check Mitigation Credit Category Applicable to the Property:

☐ Private stormwater management facility

☐ Parcel with unique features

Continue to next page

APPLICATION FOR STORMWATER ASSESSMENT MITIGATION CREDIT

PLEASE MAIL COMPLETED FORM AND ALL REQUIRED DOCUMENTATION TO

City of Cocoa Stormwater Assessment
65 Stone Street
Cocoa, FL 32922

FOR QUESTIONS OR APPOINTMENTS, PLEASE CALL (321) 433-8770

SECTION E – APPLICATION CHECKLIST

Completed applications must be submitted by April 1st of each tax year. The subject stormwater management system must be in compliance with all applicable site plans and permits to be considered. Contact Public Works at 321-433-8770 for more information. Please note that the City reserves the right to request additional information if necessary.

PLEASE INCLUDE ALL OF THE FOLLOWING (CHECK OFF):

Site survey or site plan with a statement by a licensed engineer asserting that the plan is reflective of current site conditions. The survey or site plan must depict storage volume and characteristics of the stormwater treatment system.

Maintenance records such as current St. Johns River Water Management District certification or signed Stormwater Management System Maintenance Checklist (Appendix C).

The list of parcels applying for a mitigation credit, if applicable.

APPLICATION FOR STORMWATER ASSESSMENT MITIGATION CREDIT

PLEASE MAIL COMPLETED FORM AND ALL REQUIRED DOCUMENTATION TO

City of Cocoa Stormwater Assessment

65 Stone Street

Cocoa, FL 32922

FOR QUESTIONS OR APPOINTMENTS, PLEASE CALL (321) 433-8770

SECTION F – CERTIFICATION STATEMENTS

SIGN BELOW CERTIFYING THAT YOU HAVE READ THE FOLLOWING STATEMENTS AND UNDERSTAND EACH ONE:

- The information in this application is truthful and accurate.
- The credited stormwater management system will stay in compliance with its site plan and permit requirements.
- I hereby grant City of Cocoa Public Works staff access to the property referenced in this document to inspect the facility or facilities proposed for a mitigation credit.
- I will notify City of Cocoa Public Works Department should any destruction or damage occur to the facility referenced in this mitigation credit application that prevents it from performing as credited.
- The credited stormwater management system complies with and is maintained in accordance with all permit and site plan requirements.

Owner or representative's Signature: _____ Date: _____

For multiple owners, representative responsible for management may sign.

Engineer's Signature: _____ Date: _____ Affix Seal Here

P.E. License Number: _____

SECTION G – OFFICE USE ONLY

Non-Residential? (Y or N) _____ If yes, then collect $100 processing fee.

Received by the City of Cocoa, Florida, this _____ day of _____, 20____.

Application reviewed on this _____day of _____, 20____.

Application reviewed by: _____

TOTAL STORMWATER ASSESSMENT MITIGATION CREDIT: _____

Appendix C

Last Revision: 7/2020

STORMWATER MANAGEMENT SYSTEM MAINTENANCE CHECKLIST

The following list is not intended to be comprehensive. Applicants should refer to the site plan and any applicable permits to ensure the facilities remain in compliance. The following are examples of typical maintenance activities necessary to maintain stormwater management systems in proper functioning order. The logs for the as needed activities will require the number of forms as appropriate. The below form is required to be submitted one year after you receive your stormwater assessment credit approval.

Stormwater Management System			
Schedule	**Maintenance Activity**	**Date**	**Initial**
As needed	Structural Repairs and Replacement to structures (i.e. cracks, leaks, or failure)		
	Remove sediment or any blockage from pipes, channels, spillways, inlets, outlets, underdrains, exfiltration systems and basins to maintain proper flow and storage volume.		
	Erosion and Structural Repair – Regrade, revegetate, and/or compact side slopes, spillways and embankments.		
	Remove debris and litter.		
	Mow side slopes, embankments, emergency spillways, and other grassed areas of stormwater management system.		
	Maintain plants as required by the site plan and/or permits.		
	Maintain outlet control devices to ensure function as per design.		

I certify that the stormwater management system depicted in the Application for Surface Water Assessment Mitigation Credit Application is currently operating and is currently maintained in accordance with all applicable site plans and/or permits.

Name of owner: _____

Signature: _____

Date: _____

BEST MANAGEMENT PRACTICES MAINTENANCE CHECKLIST

The following pages are for the maintenance of specific BMPs features. The BMP form is required to be submitted one year after you receive your stormwater assessment credit approval for your unique feature. The deadline for the submission of the certified form is thirteen (13) months after you receive your credit approval for your BMP. The logs for the as needed, quarterly and twice during growing season will require the number of forms as appropriate. Those maintenance activities that take place past the duration of the assessment credit will need to be confirmed upon reapplication.

Bioretention Area / Rain Garden			
Schedule	**Maintenance Activity**	**Date**	**Initial**
As needed	Remove trash and debris.		
	Remove invasive plants.		
	Replace dead or damaged plant material.		
	Repair broken pipes.		
Quarterly	Mow grass filter strips and bioretention turf cover.		
Twice During Growing Season	Weed and rake mulch.		
Annually	Check and repair eroded areas.		
	Inspect for and remove excess sediment.		
	Inspect plant composition for consistency with approved plans and correct any deficiencies.		
	Remulch to maintain a three-inch layer.		
	Prune trees and shrubs.		
	Inspect for clogging or ponding water in the filter bed.		
Every 2-3 Years	Remove sediment in pretreatment cells and inflows		
Every 3 Years	Replace the mulch layer.		

I certify that the BMP is currently operating per Mitigation Credit Application design and is currently maintained in accordance with the provided information on this form.

Name of owner: _____

Signature: _____

Date: _____

BEST MANAGEMENT PRACTICES MAINTENANCE CHECKLIST

The BMP form is required to be submitted one year after you receive your stormwater assessment credit approval for your unique feature. The deadline for the submission of the certified form is thirteen (13) months after you receive your credit approval for your BMP. The logs for the regularly and annually, or as needed will require the number of forms as appropriate.

Dry Swales / Basins			
Schedule	**Maintenance Activity**	**Date**	**Initial**
Regularly (frequently)	Mow grass to maintain design height.		
	Remove litter and debris.		
Annually, or as needed	Inspect to ensure that grass has established. If not, replace it with an alternate species.		
	Inspect for erosion, rills and gullies, ad repair.		
	Repair spare areas.		
	Provide nutrient and pesticide management.		

I certify that the BMP is currently operating per Mitigation Credit Application design and is currently maintained in accordance with the provided information on this form.

Name of owner: _____

Signature: _____

Date: _____

BEST MANAGEMENT PRACTICES MAINTENANCE CHECKLIST

The BMP form is required to be submitted one year after you receive your stormwater assessment credit approval for your unique feature. The deadline for the submission of the certified form is thirteen (13) months after you receive your credit approval for your BMP. The logs for the as needed, quarterly, semi-annual inspections will require the number of forms as appropriate.

Infiltration Trench			
Schedule	**Maintenance Activity**	**Date**	**Initial**
As needed	Replace pea gravel/topsoil and top surface filter fabric (when clogged).		
	Mow vegetated filter strips as necessary and remove the clippings.		
	Repair broken pipe.		
Quarterly	Ensure that the contributing drainage area, inlets, and facility surface are clear of debris.		
	Ensure that the contributing drainage area is stabilized.		
	Inspect for and remove excess sediment.		
	Repair undercut and eroded areas at inflow and outflow structures.		
Semi-Annual Inspections	Inspect pre-treatment devices and diversion structures for sediment build-up and structural damage, if applicable.		
	Remove trees that start to grow in the vicinity of the infiltration facility.		
Annually	Clean out accumulated sediments from the pre-treatment cell.		
	Check for and repair eroded areas.		

I certify that the BMP is currently operating per Mitigation Credit Application design and is currently maintained in accordance with the provided information on this form.

Name of owner: _____

Signature: _____

Date: _____

BEST MANAGEMENT PRACTICES MAINTENANCE CHECKLIST

The BMP form is required to be submitted one year after you receive your stormwater assessment credit approval for your unique feature. The deadline for the submission of the certified form is thirteen (13) months after you receive your credit approval for your BMP. The logs for the as needed, quarterly, semi-annual inspections will require the number of forms as appropriate.

Permeable Pavement			
Schedule	**Maintenance Activity**	**Date**	**Initial**
As needed	Remove trash and debris.		
Annually	Check and repair eroded areas.		
	Keep the surface free of sediment.		
	Inspect facility for clogging and repair any clogging and improper drainage.		
	Inspect for and repair any structural damage.		
	Inspect for and repair any clogged or damaged inlets and outlets.		

I certify that the BMP is currently operating per Mitigation Credit Application design and is currently maintained in accordance with the provided information on this form.

Name of owner: _____

Signature: _____

Date: _____

Exhibit A

City Manager Approval Memorandum

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

Memorandum

To	Stockton Whitten, City Manager
CC	Matthew Fuhrer, Assistant City Manager
Subject	Stormwater Utility Assessment Adjustment and Credit Mitigation Policy
From	Bryant Smith III, P.E., CFM, Public Works Director/City Engineer; Abigail Morgan, P.E., ENV SP, Assistant City Engineer
Date	November 18, 2020
Pages	2

The City of Cocoa (City) charges a Utility Assessment for stormwater services for property owners as a non-ad valorem assessment on the annual property tax bill to recover the costs associated with managing the amount and quality of stormwater runoff. Through the establishment of Stormwater Utility Adjustment and Mitigation Credit Policy, the City may adjust the assessment on a property that provides value-added stormwater management that supports and complements the City's stormwater management efforts.

ADJUSTMENT POLICY

It is common for stormwater programs to offer assessment adjustments to customers to address any errors or omissions with the basis of the billing data which in this case is the Brevard County Property Appraiser's impervious area based off aerial imagery. Many communities have a similar formal appeal process and timeline to address corrections to impervious area to subsequently adjust the stormwater assessment.

MITIGATION CREDIT POLICY

Stormwater mitigation credits reduce assessments for parcels that have demonstrated the construction and maintenance of stormwater management facilities that reduce the quantity or quality of stormwater runoff entering the municipality's stormwater system and therefore reduce the burden to and costs of maintaining the stormwater system. Stormwater assessment credits are commonplace within the industry and consistent with national experience.

This Policy provides any commercial parcel or subdivision that engages in onsite stormwater management, per the requirements in the policy, the option to apply for a 40% discount on their Stormwater Assessment in recognition of the benefit it provides to the greater stormwater system.

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

The reduction percentage is determined and scaled for on-site improvements and retention during 25-year (20%), 50-year (30%), and 100-year (40%) storm events with credits ranging from 20-40%.

The Policy also provides mitigation credit opportunities for single family residential parcels with unique features which lessen the impact of runoff from the parcel to the City drainage system. The practices listed in the Policy include structural stormwater best management practices (BMPs) approved for use in meeting stormwater regulations, as well as smaller-scale homeowner versions of these practices and stormwater-friendly landscaping activities. The City approved stormwater BMPs will be eligible for up to a five percent (5%) reduction for each approved project, of the total annual stormwater assessment. Any property incorporating more than one BMP will be eligible for a maximum credit of fifteen percent (15%).

It is common to require maintenance documentation for credited systems on an annual basis as the City has required in the Policy. The Policy also requires that a qualified and licensed professional engineer complete the required stormwater calculations and recertify the system every two years for the commercial and subdivision systems. All approved reductions in the stormwater assessment will apply to the next year's assessment.

CONCLUSION AND RECOMMENDATION

The City established Stormwater Utility System Ordinance No. 2-92 on January 28, 1992. The most recent amendment to Ordinance No. 2-92 is Ordinance No. 1-2019. This amendment, along with the adoption of the Final Assessment Resolution 2019-071 was approved by the City Council on September 11, 2019. Within the Stormwater Assessment Resolution, Section 3.07 CREDITS, the resolution states “application and eligibility requirements to obtain a credit shall be determined by written administrative policy, approved by the City Manager”.

Public Works Stormwater Division finds the adjustment and mitigation credit criteria in this Policy consistent with similar programs and the allowable credit amount appropriate considering the cost of service evaluation performed in Fiscal Year 2019. It is the Division’s recommendation that the City Manager approve the Stormwater Utility Assessment Adjustment and Credit Mitigation Policy.

Approved by:

_____

Stockton Whitten, City Manager

Exhibit B

Consultant Technical Memorandum

Stantec

Memo

To:	Abigail Morgan City of Cocoa, Florida	From:	Kelly Westover Stantec Consulting Services Inc.
File:	Cocoa FY2020 Stormwater Rate Study	Date:	September 30, 2020

Reference: Stormwater Utility Assessment Adjustment and Mitigation Credits Policy Review

The City of Cocoa (City) charges an assessment for stormwater services for property owners as a non-ad valorem assessment on the annual property tax bill to recover the costs associated with managing the amount and quality of stormwater runoff. Stantec Consulting Services Inc. (Stantec) has conducted a review of the City's Stormwater Utility Assessment Adjustment and Mitigation Credits Policy, dated September 2020. The primary objective of this review is to evaluate the updated policy relative to stormwater assessment adjustments and mitigation credits considering common practices and Stantec's industry experience.

ADJUSTMENT POLICY

It is common for stormwater programs to offer assessment adjustments to customers to address any errors or omissions with the basis of the billing data which in this case is the Brevard County Property Appraiser's impervious area based off aerial imagery. Many communities have a similar formal appeal process and timeline to address corrections to impervious area to subsequently adjust the stormwater assessment.

MITIGATION CREDITS POLICY

Commonly, stormwater mitigation credits reduce assessments for parcels that have demonstrated the construction and maintenance of stormwater management facilities that reduce the quantity or quality of stormwater runoff entering the municipality's stormwater system and therefore reduce the burden to and costs of maintaining the stormwater system. Stormwater assessment credits are commonplace within the industry and consistent with Stantec's Florida and national experience.

Stantec has observed that stormwater systems offer assessment credits for onsite stormwater management activities with varying percentage reductions often ranging from 30% up to 100%. However, the administration policies, procedures, percentage of reduction, types of credits offered, and specific activities that constitute eligibility for credits can vary significantly from system to system based upon local considerations.

To determine the maximum allowable credit, many stormwater systems perform a cost of service analysis to approximate maintenance expenditures based on different fixed and variable categories related to flood protection, water quality and general administration of the credit program. Allocating costs into these categories allows identification of maximum credit amounts that can be allowed for certain activities. For example, if 20% of the Utility's costs are for administrative functions which will occur regardless of any parcel's specific on-site mitigation efforts, that amount should not be credited as the Utility has to perform those functions regardless of the individual property owner's actions. The appropriate reduction percentage is often determined and scaled for on-site improvements and retention during 25-year, 50-year, and 100-year storm events as the City provided in the reviewed Policy with credits ranging from 20-40%.

It is common to require maintenance documentation for credited systems on an annual basis as the City has required in the Policy. The City requires that a qualified and licensed professional engineer complete the required calculations and recertify every two years, which is consistent with Stantec's experience where stormwater systems typically require recertification ranging between 1 and 5 years.

Reference: **Stormwater Utility Assessment Adjustment and Mitigation Credits Policy Review**

FINDINGS & RECOMMENDATIONS

Based upon a review of the September 2020 Policy, Stantec finds the adjustment and mitigation credit criteria consistent with similar programs and the allowable credit amount appropriate considering the cost of service evaluation performed in Fiscal Year 2019.

If you or others at the City have any questions, please do not hesitate to call me at (941) 504-7239. We appreciate the opportunity to be of service and look forward to the possibility of doing so again soon.

Stantec Consulting Services Inc.



Kelly Westover MBA, PMP, CFM
Managing Consultant

Phone: (941) 504-7239
Kelly.Westover@stantec.com

Legislation Details (With Text)

File #:	20-812	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/16/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Pass on 2nd Reading: Ordinance 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation and establishing residential densities in the Commercial and Neighborhood Commercial Future Land Use designations. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 17-2020 (Revised 11-25-20) FLU Text Amendment - Residential Uses - 2nd Reading DEO Exhibit A - DEO Letter - CTY. COCOA 20-02ESR (P).pdf OrderConf #3.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2020
Agenda Date: December 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 2nd Reading: Ordinance 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation and establishing residential densities in the Commercial and Neighborhood Commercial Future Land Use designations.

BACKGROUND:

On August 26, 2020, Council approved Ordinance 11-2020, amending the Planned Unit Development (PUD) zoning district regulations, which were intended to, among other changes, allow for mixed-use planned unit developments. The PUD code was originally written to provide a mechanism for the city to encourage and permit variation in development of residential and commercial projects. However no provision was made for a mixed-use development pattern.

Staff determined that there was a need to revise the PUD code in order to better position the city as the development community moves forward, especially in light of the potential of new transportation options and in light of the significant increase in demand for all forms of housing options in the city. The ordinance provides greater flexibility in the development plan, allows for a mixed-use PUD form,

revises the requirements for open space, and makes necessary revisions to the approval process for PUDs.

A mixed-use PUD type allows residential uses to be combined with commercial uses. Previously, developers only had the option of planning a residential PUD or commercial PUD without a mix of uses. A mixed-use PUD makes possible what is commonly known as a “new urbanist” design style and has been a very popular development trend in recent years. Providing this opportunity for the city to grow in a way that supports both infill development and smart growth precepts is very important to the long term sustainability of the city.

However, in order to fully enact the change to the PUD zoning district, a potential conflict with the City’s Comprehensive Plan must be addressed as it relates to the Mixed-Use PUD. At present, the mixed-use and commercial PUD types are allowed under the following Future Land Use (FLU) categories: Commercial, Neighborhood Commercial and Mixed-Use. Both Neighborhood Commercial and Mixed-Use FLU categories allow Residential as an allowable use, however the Commercial FLU category does not. This would mean that properties under the Commercial FLU could develop a Commercial PUD but not a Mixed-Use PUD. However, as stated above, the intent in creating the mixed-use PUD type was to allow a mix of commercial and residential uses in the Commercial, Neighborhood Commercial, and Mixed-Use FLU categories in order to offer innovative housing options in the City. Moreover, the C-C (Core Commercial) district, which is an applicable zoning district permitted in the Commercial FLU category, currently allows “Multi-family dwellings as regulated under RU-2-25, provided however that multi-family uses may be developed in conjunction with non-residential uses” as a Special Exception. Amending the standards for the Commercial FLU category to allow for residential uses where permitted in the underlying zoning district will correct these potential conflicts and further the intent of the PUD and C-C zoning district regulations.

The proposed Comprehensive Plan Text Amendment (Ordinance 17-2020) will add “Residential” to the list of allowable uses for the Commercial Future Land Use category under Figure FLU-1 of the Future Land Use Element, thus making the Mixed-Use PUD an allowable option under the Commercial FLU. The Residential use will include a post-script with text as follows:

7. “Residential uses shall be permitted only where allowed in the underlying zoning district.”

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region

Staff Finding: The proposed addition of “Residential” use under the Commercial Future Land Use designation would allow for the development of the Mixed-Use PUD development form. This would open up greater development opportunities for property within the City, thus increasing land value and benefiting the local economy.

b. Whether the proposal will diminish the service level of public facilities

Staff Finding: The Future Land Use amendment will not negatively impact or diminish the service level of public facilities. While allowing mixed-use PUDs in the Commercial FLU designation will increase the land area available in the City for residential housing, the impact of any proposed mixed-use PUD on public facilities will be analyzed in the concurrency analysis for the proposed PUD.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region

Staff Finding: The text amendment will not impact any natural or historical resources.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3 Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.

Staff Finding: The proposed text amendment will provide additional opportunity for the development of a mix of uses combining living, working, shopping and recreational activities in one project or property.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional opportunities for mixed-use development along transit corridors as well as redevelopment of existing sites.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan

Staff Finding: The proposed text amendment would not alter the City’s ability to provide service capacity to lands under the Commercial FLU designation.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses

Staff Finding: The proposed text amendment will not change the FLU designation of any parcel of land. Residential uses will only be permitted in the Commercial FLU where permitted by the underlying zoning district, which at this time is only in the C-C pursuant to a special exception or in a mixed-use PUD. Residential uses are compatible with each of these land uses.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Staff Finding: The proposed FLU text amendment will provide opportunity for an additional form of housing closer to commercial uses and job centers.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

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

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Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Submittal of the FLUM Amendment to the State of Florida

Following the first reading of Ordinance 17-2020 on October 13, 2020, the FLUM Amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state agencies under the Expedited Review process. The following comment responses have been received by the City:

1. DEO reviewed the FLUM amendment and did not find any adverse impacts under their scope of review. However, they did provide the technical assistance comment below. A copy of the full letter issued November 20, 2020 is attached as Exhibit A.

   "The proposed amendment would add "Residential" as an allowable use under the Commercial Future Land Use Category subject to the underlying zoning district. However, the amendment does not establish a meaningful and predictable density standard in the comprehensive plan to be followed in the control and distribution of population densities and building and structure intensities consistent with Sections 163.3177(1} and (6)(a}, Florida Statutes. The amendment instead defers to the zoning code for these standards. Prior to adoption, the amendment should be revised to establish at least a maximum allowable residential density standard for the Commercial Future Land Use Category, which may be further specified in the zoning code."

   Figure FLU-1 in the Future Land Use Element of the City's Comprehensive Plan lists a maximum intensity for non-residential development under the Commercial FLU category, as well as the Neighborhood Commercial FLU category, but it does not list a maximum density for residential development for either category. Maximum density had been left to the individual zoning districts permitted under these two categories as the controlling mechanism. In order to address the issue raised by DEO, the following changes have been made to Ordinance 17-2020 since the first reading:

   - A maximum density for residential development of 25 units per acre has been added to both the Commercial and Neighborhood Commercial FLU categories.
   - A footnote (7) has been added to both of these maximum limits as follows:
     - *Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.*
   - Footnote (7) has been changed to number (8).

   These changes provide clarity to the development standards in the Comprehensive Plan and address the issue raised by DEO.

2. The Florida Department of Transportation (FDOT) reviewed the FLU amendment and had no comments.

3. The St Johns River Water Management District (SJRWMD) reviewed the FLU amendment and had no comments.

4. The Florida Department of Environmental Protection (FDEP) reviewed the FLUM amendment and had no comments.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board/LPA recommended approval of this item at its regular meeting on October 7, 2020.

Council approved the first reading of this ordinance on October 13, 2020.

RECOMMENDED MOTION:

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

ORDINANCE NO. 17-2020

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

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on October 7, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAs, the City Council finds that the text amendment provided herein is desirable primarily to allow for mixed-use PUDs within the Commercial future land use category; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories:

	Commercial	**Neighborhood Commercial[4]**	**Regional Activity Center[5]**	**Industrial**	**Open Space Residential**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre [2&3] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential [8], and Open Space/Recreational	Commercial, Residential, Office, Institutional, and Open Space/Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational

Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersections SR 528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR , PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 du/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.

* * *

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Residential uses may also be provided where allowed by the underlying zoning district regulations. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

* * *

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

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

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

November 20, 2020

The Honorable Jake Williams, Jr.
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Williams:

The Department of Economic Opportunity ("Department") has reviewed the City of Cocoa proposed comprehensive plan amendment (Amendment No. 20-02ESR), received on October 26, 2020, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

> *The proposed amendment would add "Residential" as an allowable use under the Commercial Future Land Use Category subject to the underlying zoning district. However, the amendment does not establish a meaningful and predictable density standard in the comprehensive plan to be followed in the control and distribution of population densities and building and structure intensities consistent with Sections 163.3177(1) and (6)(a), Florida Statutes. The amendment instead defers to the zoning code for these standards. Prior to adoption, the amendment should be revised to establish at least a maximum allowable residential density standard for the Commercial Future Land Use Category, which may be further specified in the zoning code.*

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Wisnerson Benoit, Planning Analyst, by telephone at (850) 717-8524 or by email at Wisnerson.Benoit@deo.myflorida.com .

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ wb

Enclosure(s): Procedures for Adoption

cc: Nancy A. Blunt, Community Services Director, City of Cocoa
Hugh Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

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.: 0004489569
Pymt Method Invoice
Net Amt: $302.49

Run Times: 1

No. of Affidavits: 1

Run Dates: 12/03/20

Text of Ad:

AD#4489569, 12/03/2020
Corrective Legal Ad
Title of Ordinance No. 17-2020 Amended
Ad originally published on 11/29/20

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

ORDINANCE NO. 17-2020

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

FINAL SUBDIVISION - SUMMER BREEZE

The Applicant is requesting approval for a replatting of the final subdivision known as Summer Breeze, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code. The subject property is located along the north side of SR528 at the south end of Alan Shepard Ave. and recorded in the Official Records of Brevard County, Florida on Book 60, Page 64. The parcels affected by the replatting are identified by the Brevard County Property Appraiser as Parcel Numbers: 24-35-11-52-B-1, 24-35-11-52-B-2, 24-35-11-52-B-3, 24-35-11-52-B-4, 24-35-11-52-B-5, 24-35-11-52-B-6, and 24-35-11-52-B-7.

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
December 8, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:
City of Cocoa
Attn: Dodie Selig, Planning and Zoning

Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

The City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	20-768	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/27/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Consider applicants and interest to fill four vacancies for regular members of the Planning and Zoning Board through November 2023 among the reappointment of Michael Dobrin, Sherry Ervin, or Al Washington, or the Appointment of Alternate Aleck Greenwood, Kaitlyn Aliano, Susan Mock, Michelle Pacheco, or Sharri Scott, or a combination of current and new members. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dobrin_ Intent for Reappointment.pdf Ervin_ Intent to be Reappointed.pdf Washington_ Intent for Reappointment.pdf Board Application_ Aliano, Kaitlyn.pdf Board Application Greenwood, A.pdf Board Application_ Pacheco, M.pdf Board Application_ Scott, Sharri.pdf Board Application_ Susan Mock.pdf Consideration Letters.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2020
Agenda Date: November 10, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider applicants and interest to fill four vacancies for regular members of the Planning and Zoning Board through November 2023 among the reappointment of Michael Dobrin, Sherry Ervin, or Al Washington, or the Appointment of Alternate Aleck Greenwood, Kaitlyn Aliano, Susan Mock, Michelle Pacheco, or Sharri Scott, or a combination of current and new members.

BACKGROUND:

The Planning and Zoning Board currently has nine Regular board members and two Alternate members. Earlier this year, it as requested by City Council to advertise Board vacancies to generate more interest. During the month of November, three members' terms will expire, and member Mr.

Lawrence Koss is no longer eligible to renew his term due to his spouse being a member of City Council. Therefore, the Board will ultimately have 4 vacancies.

The following current Board members have submitted their intent to be reappointed:

- Michael Dobrin: Chairperson, has been on the board since 2006
- Sherry Ervin: has been on the board since 2017
- Al Washington: Vice Chairperson, has been on the board since 2007

Additionally, the following new applications have been received and the City Clerk has spoken with all of them, and they too, wish to be considered for a position:

- Aleck Greenwood: Currently serves as an Alternate Board member on the Planning & Zoning Board
- Kaitlyn Aliano: Prior involvement in Economic Development in the Tri-State area
- Susan Mock: 16 years working the Zoning department for Brevard County
- Michelle Pacheco: School headmaster for 15 years
- Sharri Scott: Property Management business for 20 years

All of these candidates meet the qualifications for serving on a City board. If appointed, their term would be through November, 2023.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to Board and Committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

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

powered by Legistar™

In response to inquiry by the Office of the City Clerk, I, Michael Dobrin

V seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Michael Dobrin

Additional Comments: I WISH TO CONTINUE ON THE P&Z BOARD TO HELP GUIDE THE GROWTH OF THE CITY OF COCOA. WE HAVE A GOOD FUTURE.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Sherry Ervin

√ seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Sherry Ervin

Sherry Ervin

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Al Washington

✓ seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

al Washington

Al Washington

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, July 02, 2020 8:49 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Kaitlyn
Last Name	Aliano
Application Date	7/2/2020
Address1	12 Sunrise St
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	3214328117
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	HubSpot, Inc. (based in Cambridge, MA... I work remotely)
Title/Position Held	Senior Customer Success Manager, Corporate

Date of Birth*	9/7/1989
E-mail Address	kaitlyn.weisberg@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Board of Adjustment, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (US 1)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I would like to participate in the affairs of my local government by serving on a city board and/or committee. I have a decade of experience in marketing, operations, product and project management, and sales in the tech field. I also have prior involvement in economic development in the tristate area, prior to moving to central Florida.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Kaitlyn Aliano-Weisberg
Date:	7/2/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ALECK GREENWOOD Application Date: 10-25-18

Street Address, Including Zip Code: P.O BOX 1077, COCOA FL 32923 (MAILING ADDRESS)

Telephones: Home: (321) 917-3770 Work: _____ Pager: _____ Cell: (321) 917-3770

Place of Business: 640 BREVARD AVE, COCOA, FL. 32922

Title/Position Held: OWNER

Date of Birth[2] 6-17-51

Email Address: AGREENWOOD2@CFL.RR.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	X

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes X No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes X No ___
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

CITY COUNCIL MEMBER (TWO TERMS)
WAS RDA MEMBER FROM FIRST DAY BOARD WAS CREATED IN 1980

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, September 24, 2020 9:02 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Michelle
Last Name	Pacheco
Application Date	9/24/2020
Address1	2515 Suwannee Drive
City	Cocoa
State	FL
Zip	32926
District	District 2
Home Phone Number	4078603009
Work Phone Number	*Field not completed.*
Cell Phone Number	4078603009
Other Phone Number	*Field not completed.*
Place of Business	Pine Castle Christian Academy
Title/Position Held	Headmaster

Date of Birth*	~~9/24/2020~~ 2/7/1973
E-mail Address	mpachecowol@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board, Police Community Relations Advisory Committee

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I've been a head of school For 15 years. I am passionate in serving my community and working with inner city families. I have lead organizations as a Pastor and as principal.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Hispanic-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Michelle Pacheco
Date:	9/24/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is *no standard* or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 01, 2020 9:21 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Sharri
Last Name	Scott
Application Date	7/1/2020
Address1	213 Bedford Place
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	8439574283
Work Phone Number	4076472622
Cell Phone Number	8439574283
Other Phone Number	*Field not completed.*
Place of Business	Speciality Management Company
Title/Position Held	LCAM

Date of Birth*	11/6/1971
E-mail Address	Sharripatterson@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board, Police Community Relations Advisory Committee

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been in the property management business for 20 years. I deal with Board of Directors and committees on a daily basis. I have now lived in Cocoa for a little over a year and see the need and have the desire to participate within the community. I look forward to bringing my knowledge forward and to receive more knowledge within The City of Cocoa, the place I call home!

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Sharri Scott
Date:	7/1/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, September 23, 2020 4:28 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Susan
Last Name	Mock
Application Date	9/24/2020
Address1	2121 Muskingum Ave
City	Cocoa
State	Florida
Zip	32926
District	District 3
Home Phone Number	3216326446
Work Phone Number	*Field not completed.*
Cell Phone Number	3215433283
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*

Date of Birth*	9/30/1952 ~~9/23/2020~~
E-mail Address	susanmock@att.net

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I worked for the Zoning Department for Brevard County for over 13 years reviewing permits to make sure that they are allowed in their zoning classification. I have a good understanding of how to read and understand different zoning codes. I have lived and worked in the City of Cocoa for 58 years. I feel I could be an asset to your board.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Susan M Mock
Date:	9/24/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

October 27, 2020

Mr. Michael Dobrin
100 Riverside Drive #406
Cocoa, FL 32922

Dear Mr. Dobrin:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

COCOA
FLORIDA

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

October 28, 2020

Mrs. Michelle Pacheco
2515 Suwannee Drive
Cocoa, FL 32926

Dear Mrs. Pacheco:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

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

October 27, 2020

Ms. Sherry Ervin
335 Meridian Run Drive
Cocoa, FL 32926

Dear Ms. Ervin:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

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

October 27, 2020

Mr. Al Washington
3018 Sandgate Court
Cocoa, FL 32922

Dear Mr. Washington:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

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

October 27, 2020

Ms. Kaitlyn Aliano
12 Sunrise Street
Cocoa, FL 32922

Dear Ms. Aliano:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

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

October 27, 2020

Ms. Susan Mock
2121 Muskingum Ave.
Cocoa, FL 32926

Dear Ms. Mock:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie E. Shealy, MAA, MMC
City Clerk

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

October 27, 2020

Ms. Sharri Scott
213 Bedford Place
Cocoa, FL 32922

Dear Ms. Scott:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Dr. Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Trina Gilliam (Replaced Jack L. Moore) (Non-resident)	813 Temple St. Cocoa, FL 32922 Trinagilliam71@gmail.com	978-432-9221 321-221-7540 x 113 (work)	01/19 Appointed	2022
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Dr. #204 Cocoa, FL 32922 Mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	02/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Jeri Blanco	PO Box 236402 Cocoa, FL 32923	321-514-3531	01/2019 Appointed	2022
Russell Sengel	[redacted] rsengel@cfl.rr.com 321-863-3704	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
Sharon (Sherry) Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	816-A Faull Drive Rockledge, FL 32955 toddpanderson@yahoo.com	403-7595 (cell)	02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2022
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
Aleck Greenwood -1st Alternate	PO Box 1077 Cocoa, FL 32923	321-917-3770	01/2019 Appointed	No expiration
Ariel Glass-2nd Alternate	1080 N. Fiske Blvd., Apt. D7	321-615-6317	02/2020 Appointed	No expiration

	Cocoa, FL 32922 Ariel.glass@icloud.com	hm/cell 321-452-0800 wk		
Debbie Joyce (Non-Voting Member)	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Mayor Williams		Updated 12/18	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY		433-8490		

Legislation Details (With Text)

File #:	20-816	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/18/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates and Alternates for 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-11-2019 Journal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2020
Agenda Date: December 8, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates and Alternates for 2021. (Administrative Services Director).

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 2020 were made at the December 11, 2019 Regular City Council meeting and were as follows:

Affordable Housing Committee (meets on an as needed basis at 4 pm)	Koss
Board of Adjustment (meets 3rd Wednesday of every mth at 6 pm)	Warner
Code Enforcement Board (meets 3rd Thursday of every mth at 6 pm)	Boisvert
Diamond Square RDA	Goins

(meets 4th Monday of every mth at 7 pm)	
Housing Authority (meets 2nd Tuesday of every mth at 5:30 pm)	Williams
Planning & Zoning Board (meets 1st Wednesday of every mth at 6 pm)	Williams
Sustainability Advisory Committee (meets 1st Thursday of the mth at 6:00 pm unless otherwise noted)	Koss
Utilities Advisory Board (meets quarterly or as needed at 6 pm-on the 4th Wednesday)	Koss
Space Coast TPO (meets 2nd Thursday of every mth at 3:00 pm in Viera)	Williams-Primary Koss-Alternate
Space Coast League of Cities	Williams-Primary Koss-Alternate
Florida League of Cities	Williams-Primary Koss-Alternate

Both Space Coast League of Cities and the Florida League of Cities require a voting delegate and alternate. Appointing these tonight will put them in place for 2021.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments have been made annually and are adjusted as necessary throughout the year.

At the Regular City Council Meeting held on December 11, 2019, liaison appointments were made for the 2020 calendar year.

RECOMMENDED MOTION:

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

5. City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020. (19-608). (Administrative Services Director)

- Liaison Appointments for Calendar Year 2020 are as follows:

• **Affordable Housing Committee:**	**Councilmember Koss**
• **Board of Adjustment:**	**Councilmember Warner**
• **Code Enforcement Board:**	**Councilmember Boisvert**
• **Diamond Square CRA:**	**Deputy Mayor Goins**
• **Housing Authority:**	**Mayor Williams**
• **Planning & Zoning Board:**	**Mayor Williams**
• **Sustainability Advisor Committee:**	**Councilmember Koss**
• **US 1 RDA:**	**Councilmember Boisvert**
• **Utilities Advisory Committee:**	**Councilmember Koss**
• **Space Coast TPO:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**
• **Space Coast League of Cities:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**
• **Florida League of Cities:**	**Mayor Williams/Primary** **Councilmember Koss/Alternate**

6. Seek Council direction for extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. 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 BACRAP complies with the conditions set forth in the agreement. (19-665). (Community Services Director)

- **Approved. Approve a 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive.**

- **Approved a one-year extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots**

Legislation Details (With Text)

File #:	20-818	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	11/20/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1202 Princeton Rd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Brevard County Tax.docx warranty deed.pdf Order Imposing Lien-19-126 -1202 Princeton Rd..docx Order Imposing Lien CE-18-378.docx Cost Affidavit Form CE-19-126 -1202P 19e.xlsx Cost Affidavit Form CE-18-378 -1202P 18e.xlsx Staff Report for Lien Reduction-1202.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2020
Agenda Date: December 8, 2020
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1202 Princeton Rd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 18-378

The Code Enforcement Board held a public hearing on **9/20/2018**, at which time the Board found the owner, **Brandon Mathew, Fisher** in violation of the following:

Corrected Violation:

- **6-900 Accumulation of Trash and Litter**
- **6-900 (b)(8) Storing Vehicles**

- **6-1001 (g) Accessory Structures**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **11/15/2018** The lien ran at **$75.00** per day from **10/19/2018** until compliance was achieved on **10/14/2020**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Jonathan Cronkhite**, is requesting that the lien be reduced to **zero**, due to the fact that he acquired the property and brought it into compliance

CASE # 19-126

The Code Enforcement Board held a public hearing on **9/12/2019**, at which time the Board found the owner, **Brandon Mathew, Fisher** in violation of the following:

Corrected Violation:

- **6-900 (b) (11) Storing Outdoors**
- **6-1003 (g) Roofs & Drainage**
- **6-1003 (b) Protective Treatment**
- **6-1003 (f) Exterior Walls**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **11/21/2019** The lien ran at **$100.00** per day from **10/19/2019** until compliance was achieved on **10/14/2020**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Jonathan Cronkhite**, is requesting that the lien be reduced to **zero**, due to the fact that he acquired the property and brought it into compliance

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- The number of violations related to the subject lien; **Seven**
- Number of Inspections performed: **20**
- Were There Previous Code Violations: **Yes**
- Property Taxes: **2020 are due, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **11/18/20 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council**

Meeting

The current market value of the subject property is **$85,600.00** according the Brevard County Property Appraiser.

Staff submits their cost sheet for both cases **18-378 - $1,476.24** and **19-136 - $1,401.38** Staff recommends to reduce the 2 liens to City Cost of both cases to the combined amount of **$2878.86**

Staff's recommendation is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of staff time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Coed Enforcement Board at their regular meeting on November 19, 2020 approved the current Code Enforcement Lien for the property located at 1202 Princeton Rd., be reduced to $2,500.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1202 Princeton Rd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

powered by Legistar™

19-126

Application # **CE** - 18 - 378

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application and pass a full inspection it will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
OCT 16 2020
BY: DB

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 10-16-20

2. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: JONATHAN CRONKHITE

Mailing Address: 694 HAMMOCK RD.

City: MEL State: FL Zip Code: 32904

Phone #: _____ Fax #: _____

Mobile #: 321-223-1163 E-mail: JCTHEREV@GMAIL.COM

3. **Property Owner Information:** * *Check here if same as Applicant* → ☑
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1202 PRINCETON RD. COCOA 32922

Parcel ID:

2 4 - 3 6 - 2 0 - 5 0 - 1 5 □ □ □ . 1 -

□ □ □ □ . □ □

Tax Account Number:

2 4 1 6 5 5 7

Existing Use(s) on Property: SFR

Proposed Use(s) on Property: SFR

(If residential – (circle one) **owner occupied** or ~~**rental**~~ (FUTURE), if rental does property owner anticipate accepting any state or federal rental subsidies? YES

Nature of Violation(s): DRAINAGE, STORAGE, STAINS ON WALLS (EXT. WALLS), FENCE ~~PROTECTIVE TREATMENT~~

Date Fine or Lien Imposed: NOV 21, 2019 Amount of Fine: $ 100 per day

19-126 –

Have the violation(s) on the subject property been corrected: Yes / No (Circle one) 18-378 –

Date upon which the subject property was brought into compliance: OCT 14, 2020

5. **Please provide the following information:**

Code enforcement case number: 19-126 + 18-378

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 15 days (11 BUSINESS DAYS)

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)?

The factual basis upon which the application for reduction of the lien should be granted:

THE OWNER PASSED AWAY IN 2017.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

NO OWNER WAS ALIVE TO RECEIVE NOTICE OR MAKE CORRECTIONS.

Amount you are requesting that the lien be reduced to: $0.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

BECAUSE NO RIGHTFUL OWNER WAS FOUND FOR THREE YEARS, NO ONE WOULD TAKE RESPONSIBILITY FOR THE PROPERTY. I STARTED MOWING THE LAWN 3-4 MONTHS IN ANTICIPATION OF A CLOSING. I FIXED ALL VIOLATIONS AND THE NEIGHBORS ARE ALL THRILLED.
TOTAL COST: APPROX. $1,500.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No.

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ N/A **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action**. An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections**. I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Volusia. I, Jonathan Cronkhite being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Kadia Lebron
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL License

Kadia Lebron
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Volusia

Sworn and subscribed to before me this 11th day of October, 20 20

KADIA LEBRON
Commission # HH 026482
Expires August 2, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Prepared by and return to:
Spira Law Group. PA
4865 N. Wickham Road. #102
Melbourne. Florida 32940

Parcel ID Number: 24-36-20-50-15-1

Warranty Deed

THIS WARRANTY DEED, made this _____ day of September, 2020 A.D., between **Leah Redden, as Guardian for Brandon Matthew Redden, a minor child,** whose post office address is 211 Nicole Drive, Hurricane, WV 25526 ("Grantor") and **JONATHAN CRONKHITE, a married man,** whose post office address is 694 Hammock Rd., Melbourne, FL 32904 ("Grantee").

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Brevard State of Florida to wit:

Lot 1, Block 15, Pineridge Unit No. 4, according to the plat thereof recorded in Plat Book 13, Page 23, Public Records of Brevard County, Florida.

This conveyance is subject to those exceptions set forth on Exhibit "A" attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

(Signature block on the following page)

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Lauren Mentz-Schmidt

Printed Name: DeeAnna Ward

Leah Redden, as Guardian for Brandon Matthew Redden, a minor child

as Guardian for Brandon Matthew Redden a minor child

STATE OF WEST VIRGINIA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24th day of September, 2020, by Leah Redden, as Guardian for Brandon Matthew Redden, a minor child, who is personally known to me or who has produced her West Virginia's driver license as identification.

Printed Name: Leigh Ann Maddox
Notary Public
My Commission Expires: 3/3/23

Official Seal
Notary Public State Of West Virginia
Leigh Ann Maddox
252 Kingswood Estates
Culloden WV 25510
My commission expires March 3, 2023

CFN 2019272430, OR BK 8614 Page 2777, Recorded 12/16/2019 at 04:29 PM Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 19-126
11/21/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Fisher, Brandon Matthew
Owners of the Property located at:
1202 Princeton Rd
Cocoa FL 32922

Parcel ID: 24-36-20-50-15-1

Respondent,

_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 11/21/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 10/19/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $100.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 21st , day of November, 2019

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21st day of December 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 286694
Expires 11/11/2022

CFN 2018266214, OR BK 8319 Page 1791, Recorded 12/03/2018 at 02:16 PM Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-378
11/19/2018

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Brandon Matthew Fisher
Owners of the Property located at:
1202 Princeton Rd
Cocoa FL 32922

Parcel ID: 24-36-20-50-15-1

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 11/15/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 10/19/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 15th , day of November, 2018

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

City of Cocoa
65 Stone St
Cocoa Fl 32922

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 15 day of November 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

add #1 Board

Property Information

Address: 1202 PRINCETON RD
COCOA, FL 32922
Location ID: 9014
PARCEL NUMBER: 24 36205015 1
Alternate ID #: 2416557
Zoning: NA NOT AVAILABLE
Subdivision:

Case General Information

Case status: FL Fixed Lien
Status date: 10/14/2020
Case type: EXTS Exterior Structure
Reported date: 2/10/2019
Origination: DR Department Referral
Default inspector: SJM Steven Murdick
Credit balance: .00
Disposition: Public
Pin number: 714526

Owner Information

Owner name: * NONE *
Address:
City:
Phone: 0
Notice:
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
AM	Administration Fee	30.00	30.00	.00	12/23/2019		.00	.00	

30.00

Property Information

Address: 1202 PRINCETON RD
COCOA, FL 32922
Location ID: 9014
PARCEL NUMBER: 24 36205015 1
Alternate ID #: 2416557
Zoning: NA NOT AVAILABLE
Subdivision:

Case General Information

Case status: FL Fixed Lien
Status date: 10/14/2020
Case type: EXTS Exterior Structure
Reported date: 2/10/2019
Origination: DR Department Referral
Default inspector: SJM Steven Murdick
Credit balance: .00
Disposition: Public
Pin number: 714526

Owner Information

Owner name: * NONE *
Address:
City:
Phone: 0
Notice:
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved

No violations exist

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date

No scheduled inspections exist

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
AM	Administration Fee	30.00	10.00	.00	12/23/2019		.00	.00	

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								.00
LF	Code Board Fine to Lien	36000.00	36000.00	.00	10/20/2019	10/14/2020	100.00	.00	.00
		36030.00	36010.00	.00				.00	.00

Property Information

Address: 1202 PRINCETON RD
COCOA, FL 32922
Location ID: 9014
PARCEL NUMBER: 24 36205015 1
Alternate ID #: 2416557
Zoning: NA NOT AVAILABLE
Subdivision:

Case General Information

Case status: FL Fixed Lien
Status date: 10/14/2020
Case type: ACCE Accessory Structure
Reported date: 7/13/2018
Origination: OO Officer Observed
Default inspector: BJF Brian Fose
Credit balance: .00
Disposition: Public
Pin number: 995024

Owner Information

Owner name: * NONE *
Address:
City:
Phone: 0
Notice:
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
AM	Administration Fee	10.00	10.00	.00	12/14/2018		.00	.00	.00
LF	Code Board Fine to Lien	54450.00	54450.00	.00	10/19/2018	10/14/2020	75.00	.00	.00
		54460.00	54460.00	.00				.00	.00

CFN 2020226744, OR BK 8886 Page 378, Recorded 10/14/2020 at 02:54 PM Scott Ellis, Clerk of Courts, Brevard County Doc. D: $599.20

31

Prepared by and return to.
Spira Law Group, PA
4865 N. Wickham Road, #102
Melbourne. Florida 32940

Parcel ID Number: 24-36-20-50-15-1

Warranty Deed

THIS WARRANTY DEED, made this 24th day of September, 2020 A.D., between **Leah Redden, as Guardian for Brandon Matthew Redden, a minor child,** whose post office address is 211 Nicole Drive, Hurricane, WV 25526 ("Grantor") and **JONATHAN CRONKHITE, a married man,** whose post office address is 694 Hammock Rd., Melbourne, FL 32904 ("Grantee").

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Brevard State of Florida to wit:

> Lot 1, Block 15, Pineridge Unit No. 4, according to the plat thereof recorded in Plat Book 13, Page 23, Public Records of Brevard County, Florida.

This conveyance is subject to those exceptions set forth on Exhibit "A" attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

(Signature block on the following page)

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Lauren Mertz-Schmid

Printed Name: DeeAnna Ward

Leah Redden, as Guardian for Brandon Matthew Redden, a minor child

STATE OF WEST VIRGINIA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24th day of September, 2020, by Leah Redden, as Guardian for Brandon Matthew Redden, a minor child, who is personally known to me or who has produced her West Virginia's driver license as identification.

Printed Name: Legh Ann Maddox
Notary Public
My Commission Expires: 3/3/23

Official Seal
Notary Public, State Of West Virginia
Legh Ann Maddox
2514 Kingswood Estates
Culloden WV 25510
My commission expires March 3, 2023

EXHIBIT "A"

1. Notice of Violation and/or Order Imposing Fine in favor of the City of Cocoa, recorded in O.R. Book 8319, Page 1791, Public Records of Brevard County, Florida.

2. Claim of Lien in favor of Brevard County Property Appraiser recorded September 24, 2019 in O.R. Book 8545, Page 2638, Public Records of Brevard County, Florida.

3. Claim of Lien in favor of the City of Cocoa recorded October 18, 2019 in O.R. Book 8567, Page 1257, Public Records of Brevard County, Florida.

4. Notice of Violation and/or Order Imposing Fine in favor of the City of Cocoa, recorded in O.R. Book 8614, Page 2777, Public Records of Brevard County, Florida.

5. Real estate taxes for the year 2019 and 2020.

6. Homestead Penalty real estate taxes for the year 2018.

7. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.

Legislation Details (With Text)

File #:	20-821	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Council Busines
File created:	11/23/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Emergency Ordinance No. 13-2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 23, 2020
Agenda Date: December 8, 2020
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

BACKGROUND:

Emergency Ordinance No. 13-2020 Requiring Face Coverings.

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020, Tuesday October 13, 2020, and again on Tuesday November 10, 2020. In accordance with the Ordinance, the City Council must review the action after 30 days or when action can be taken by City Council at the next regularly scheduled City Council meeting. **The Ordinance shall remain in effect until terminated by the City Council.**

CDC Face Covering Recommendations

CDC recommends that people wear masks in public settings, like on public and mass transportation, at events and gatherings, and anywhere they will be around other people.

- Wear masks with two or more layers to stop the spread of COVID-19

- Wear the mask over your nose and mouth and secure it under your chin
- Masks should be worn by people two years and older
- Masks should NOT be worn by children younger than two, people who have trouble breathing, or people who cannot remove the mask without assistance
- Do **NOT** wear masks intended for healthcare workers, for example, N95 respirators
- CDC does not recommend the use of face shields alone. Evaluation of face shields is ongoing but effectiveness is unknown at this time.
- Evaluation of mask and gaiter materials and structure is ongoing.

While fines and penalties may not be collected under the City's Emergency Ordinance due to Governor Desantis's Executive Order No. 20-244, the City can continue to require face coverings under the Ordinance. At the time of writing this agenda item the COVID-19 cases continue to maintain a statewide daily case number of around 8,000 a day. The Center for Disease Control still encourages the use of face coverings to prevent the spread of COVID-19.

Staff is seeking City Council direction on Cocoa's Emergency Ordinance No. 13-2020 to continue requiring face coverings within the City limits.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally.

The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30 days.

The ordinance was extended by the Cocoa City Council on Tuesday, October 13, 2020 for an additional 30 days.

The ordinance was extended by the Cocoa City Council on Tuesday, November 10, 2020 for an additional 30 days.

RECOMMENDED MOTION:

Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

ORDINANCE NO. 13-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

WHEREAS, the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

WHEREAS, the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

WHEREAS, pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

WHEREAS, in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

WHEREAS, after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

WHEREAS, the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

WHEREAS, the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

WHEREAS, COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

WHEREAS, a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

WHEREAS, according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

WHEREAS, based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

WHEREAS, this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

WHEREAS, it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

WHEREAS, this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

WHEREAS, the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

WHEREAS, it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County*, Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

WHEREAS, in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

WHEREAS, enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

WHEREAS, the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

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

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

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

Section 2. Definitions. The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

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

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

Section 3. Face Covering Required.

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

Section 4. **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

Section 5. Business Establishments – Posting Notice. Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

Section 6. Compliance and Enforcement. This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

Section 7. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

Section 8. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 9. Severability; Conflicts; Applicability.

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

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

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

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

Section 10. Report to City Council; Sunset Ordinance. The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 11. Effective Date. This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-827	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/24/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11_24_2020 Intent to Reapply.pdf Housing Authority Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2020
Agenda Date: December 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider Mayor Blake’s request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2024.

BACKGROUND:

Subject to Council’s approval, Mayor Blake wishes to reappoint Ms. Chenita Joiner to the Cocoa Housing Authority. Ms. Joiner has served on the Cocoa Housing Authority since January, 2014. Her current term expires on December 31, 2020 and she has expressed a willingness to serve for another four years. Ms. Joiner also meets all qualifications to serve on a City board. If she is reappointed, her term will be through December 31, 2024. Her intent to reapply letter is attached as well as a current Cocoa Housing Authority roster.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Over the years, the Mayor has made previous appointments to the Cocoa Housing Authority Board subject to Council approval.

RECOMMENDED MOTION:

Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2024.

In response to inquiry by the Office of the City Clerk, I, Chenita Joiner

✓ seek reappointment

_____ do not seek reappointment

as a member of the Cocoa Housing Authority for the City of Cocoa for a four-year term.

Sincerely,

Chenita Joiner

Chenita Joiner

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program
Requirements **Meets Second Tuesday Every Month** **Expirations in December**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Clinton Warner III ~~Buzzell, Scott L. (resident member)~~	403 D Street, Cocoa, FL 32922	321-749-6030 (C) 321-452-6411 (W)	08/14/2018	December 31, 2021
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2022
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) marijack77@gmail.com	12/11/19 reappointed 12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2023
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2020
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	1/09/18 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2021
LIAISON			Updated 12/18	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Legislation Details (With Text)

File #:	21-2	**Version:** 1	**Name:**	Run for Responders Street Closure Request
Type:	Informational Item		**Status:**	Council Busines
File created:	11/30/2020		**In control:**	City Council
On agenda:	12/8/2020		**Final action:**	
Title:	Approval of the Special Event Street Closure on January 2, 2021 for the Run for Responders 5k at Riverfront Park. (Assistant to the City Manager/Public Information Officer)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2020
Agenda Date: December 8, 2020
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the Special Event Street Closure on January 2, 2021 for the Run for Responders 5k at Riverfront Park.

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.

Event requesting a road closure:

Run for Responders 5K, Saturday, January 2, 2021 (4:00 pm - 9:00 pm

Church St:	between Riverside Dr. and east terminus of Church St.
Riverside Dr:	between Church St. and Oak St.
Derby St.	at Riverside Drive, Delannoy and Brevard Ave.
Oak St:	between Riverside Dr. and Brevard Ave.
Brevard Ave:	between Oak St. and Harrison St.
Harrison St:	between Brevard Ave. and Riveredge Blvd.

The race route will open immediately after all the participants have all crossed the finish line.

Harrison will reopen at Delannoy and Riveredge at 9pm.
Total Closure - One Day

This the first street closure request for the calendar year 2021. There will be 23 available road closures for the remainder of the year in the CBD.

STRATEGIC PLAN CONNECTION:

The Approval of the road closure will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

All road closures must come before Cocoa City Council for approval. There have been no approvals for events in the calendar year 2021.

RECOMMENDED MOTION:

Request Council approval of the Special Event Street Closure on January 2, 2021 for the Run for Responders 5k at Riverfront Park.

Legislation Details (With Text)

File #:	20-803	**Version:** 1	**Name:**	Lamar Lease Agreement	
Type:	Informational Item		**Status:**	City Business	
File created:	11/9/2020		**In control:**	City Council	
On agenda:	12/8/2020		**Final action:**		
Title:	Approval of the lease agreement with The Lamar Companies for the lease of the outdoor billboards along US1 in Rockledge on City of Cocoa owned property. (Assistant to the City Manager/PR Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lamar Companies Billboard Lease - FINAL.pdf Lamar Companies Billboard photos.pdf Billboard map.png Lamar Lease agreement 2015.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2020
Agenda Date: December 8, 2020
Prepared By: Samantha Senger, Assistant to the City Manager/PR Specialist
Through: Stockton Whitten, City Manager
Requested Action:
Council approval of the lease agreement with The Lamar Companies for the lease of the outdoor billboards along US1 in Rockledge on City of Cocoa owned property.

BACKGROUND:

In 2016, the City of Cocoa purchased the property at 915 Florida Avenue. The land as well as structures on the site became property of the City of Cocoa. This included a structure that has three billboards along the western end of the property along US 1 (this portion is located in the City limits of Rockledge). The previous property owner had a lease agreement with The Lamar Companies on the billboard structure that had a term of three years.

This agreement called for an annual rental of the billboards in the amount of $3,000.00 or 20% of annual gross revenues paid in arrears, whichever was greater. (In 2019/20, 20% of net advertising revenues equaled $3,052.28 and thus an additional check in the amount of $52.28 was submitted by the Lessee.)

At the request of the Lessee, an updated lease agreement was drafted for the billboards between The Lamar Companies and the City of Cocoa. The new lease agreement includes an extended term

of ten years with rental increases included every 3 years and a 90 day notice of termination by each party to cancel the lease. It also gives the City of Cocoa rights to reasonably limit the content of any advertisement placed on the billboards.

The previous lease agreement, current proposed lease agreement, photos of the billboards and a map of the location are included as back-up for this agenda item.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The City of Cocoa will collect revenue on an annual basis for this billboard lease agreement. Revenue figures are outlined in the agreement with increases slotted for every three years.

Years 1-3
001-0000-362.00-00 Miscellaneous Revenue $3,000

Years 3-6
001-0000-362.00-00 Miscellaneous Revenue $3,090

Years 6-9
001-0000-362.00-00 Miscellaneous Revenue $3,192

Years 9-10
001-0000-362.00-00 Miscellaneous Revenue $3,278

PREVIOUS ACTION:

In 2016, the City of Cocoa purchased the property at 915 Florida Avenue. The land as well as structures on the site became property of the City of Cocoa. This included a structure that has three billboards along the western end of the property along US 1 (this portion is located in the City limits of Rockledge). The previous property owner had a lease agreement with The Lamar Companies on the billboard structure that had a term of three years.

RECOMMENDED MOTION:

Council approval of the lease agreement with The Lamar Companies for the lease of the outdoor billboards along US1 in Rockledge on City of Cocoa owned property.

THE LAMAR COMPANIES

Lamar Co # 004

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

_____ New
X Renewal
004-09121-01 Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 08h day of December, 2020, by and between: **CITY OF COCOA** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the maintenance and repair of the existing outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, and power poles, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign

The premises are a portion of the property located in the County/Parish of BREVARD, State of FLORIDA, more particularly described as:

(PARCEL # 24-36-33-00-00755.0-0000.00 ABBREVIATED DESCRIPTION: THAT PT OF SW ¾ OF SB ¼ AS DESCR IN ORB 1349 PG 473 LYING W OF HUGHLETT ST)

1. This Lease shall commence on December 8, 2020 and shall be for a term of ten (10) years from January 1, 2021, ending at 11:59 p.m., EST, on December 31, 2030.

LESSOR or LESSEE may without reason cancel this lease with a ninety (90) day notice to **the other party**.

2. **LESSEE** shall pay to **LESSOR** an annual rental of; either:
(a) The rental amount described below:
Years 1-3: ($3,000.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty dollars, ($250.00)
Years 3-6: ($3,090.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty seven dollars and fifty cents, ($257.50)
Years 6-9: ($3,182.70) Dollars payable monthly in advance in equal installments of two hundred and sixty five and twenty three cents ($265.23)
Years 9-10: ($3,278.18) Dollar payable monthly in advance in equal installments of two hundred seventy three dollars and eighteen cents, ($273.18) (for each period, the "Guaranteed Rent"); or
(b) Twenty percent (20%) of the net revenue of sales, ("Percentage Rent"), whichever is greater. Percentage Rent will be calculated annually in arrears beginning December 1, 2021 with the first installment due at the end of the year following the commencement month. Calculation shall be as follows, twenty percent (20%) of the net revenue will be calculated, and LESSOR'S Guaranteed Rent deducted from that calculation. In the event of a termination as provided in Section 1 or 4, the Percentage Rent shall be calculated for the months of the rental year expired prior to the termination and remitted to the LESSOR less the paid Guaranteed Rent already made for the period prior to the termination. Any balance remaining less LESSOR'S Guaranteed Rent will be sent to LESSOR accordingly with a detailed statement of the calculation with the following month's rental payment or upon completion of the calculation in the event this Lease has been terminated. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect any other obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign. Should LESSOR erect any obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign, LESSEE may terminate this Lease as provided in Section 4.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. The **LESSEE** acknowledges the **LESSOR'S** existing sign with DOT tag #s AD075 & AD079 next to **LESSEE'S** signs and the **LESSOR'S** right to lease said boards, which shall not be a basis for termination by the LESSEE. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis. LESSOR or LESSEE may without reason cancel this lease with a Ninety (90) day notice to the other party

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within the time period specified in Section 20 below after expiration of the term hereof or termination. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease.

LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. If the whole of the leased premises, or such portion thereof as will make said premises unusable for the purposes herein agreed, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSEE and LESSOR as of that date. In the event LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide prompt written notice of the proceeding to LESSEE. LESSEE shall not be permitted to share in any real estate compensation as a result of a condemnation, except the right to recover for the value of trade fixtures LESSEE has installed on the premises. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the LESSOR without any deduction from such award for the value of the unexpired term of this Lease or for any other estate or interest in the premises now or later vested in the LESSEE. The LESSEE assigns to LESSSOR all LESSEE's right, title, and interest in any and all such awards.

9. **LESSEE** agrees to indemnify, defend, and hold harmless **LESSOR** and LESSOR's officers, agents and employees from all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees, of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising or growing out of, or in any way connected with the installation, operation, maintenance, or dismantling of **LESSEE'S** sign by LESSEE or LESSEE's agents, servants, employees during the term of this lease, unless such claims are a result of the City's sole negligence. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

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

LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the LESSOR when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve LESSEE of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

10. **LESSEE** further agrees to hold harmless and to defend LESSOR against any claims of patent or copyright infringement occasioned by the advertisement, display or use of the sign under this Lease and to indemnify LESSOR, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

11. Omitted.

12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

15. The LESSEE understands and agrees that the LESSOR, as a municipal government entity, has a particular interest in the types of advertisements that may be displayed on public property and, specifically, that the leased premises may be considered a nonpublic or limited public forum under First Amendment law. The City intends to preserve its rights to reasonably limit the content of any advertisements placed on the leased premises in a viewpoint neutral manner. Accordingly, LESSEE shall not accept advertisements for the leased premises displaying the following content criteria:

(a) Profane, obscene, violent, or sexual content or businesses, or an adult entertainment business as defined by Chapter 2.5 of the Cocoa City Code;
(b) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
(c) Content depicting conduct or encouragement of illegal activity;
(d) Content that violates a copyright, trademark or other legal ownership interest of any other party;
(e) Accusations that a particular individual is guilty of any criminal conduct or immoral activity;
(f) False, fraudulent or misleading material or content; and
(g) Content supporting or opposing political campaigns or ballot measures;
(h) Harassing and threatening content;
(i) Tobacco, alcohol or firearms products or services; and
(j) Religious messages and content.

The City expressly reserves the right to refuse and/or request immediate removal of any advertisement that, in its sole discretion, violates the content prohibitions contained herein.

16. The existing outdoor advertising structures are three (3) poster panels each panel is 10.5 x 22.75, please see attached photos in size and is not electronic. The outdoor advertising structure may not be modified with respect to size, orientation to US 1, number of sign faces, or converted to an electronic/LED billboard without the express written consent of the City of Cocoa City Manager.

17. During the term of this Lease, LESSEE will carry, at its own cost and expense, the following insurance:

(a) Workers' compensation insurance as required by law;

(b) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars ($1,000,000) as the combined single limit for each occurrence and Two Million Dollars ($2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. LESSEE's CGL insurance shall contain a provision including the LESSOR as an additional insured. Such additional insured coverage:

(1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; and

(2) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors.

(c) Business or commercial property insurance for loss of LESSEE alterations to the leased premises and LESSEE equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and

(d) Automobile liability coverage with coverage limit of not less than $1,000,000 which will name LESSOR as and additional insured on a primary and non-contributory basis to protect LESSEE from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by LESSEE or by anyone directly or indirectly employed by LESSEE.

All policies for insurance required pursuant to this Section shall be in a form and with an insurer reasonably acceptable to the LESSOR, shall require at least thirty (30) days written notice to the LESSOR of termination or material alteration during the term, and shall waive, to the extent available, any right of subrogation against the LESSOR. If requested by the LESSOR, the LESSEE shall from time to time promptly deliver to the LESSOR certified copies or other evidence of such policies, and evidence satisfactory to the LESSOR that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the LESSEE. The LESSOR does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the LESSOR's interest or liabilities, but are merely minimums.

18. The LESSEE specifically waives and releases the LESSOR from any liability arising from any injury or damages to any property or to any person on or about the leased premises or for any injury or damage to any property of the LESSEE. The leased premises are provided "as is."

19. LESSEE shall pay any and all taxes and assessments levied upon LESSEE's sign and personal property used or kept on the leased premises.

20. Upon termination of this Agreement, LESSEE shall, within thirty (30) days, remove the sign and all equipment and related facilities from the leased parcel and restore the surface of the premises to its original condition. If LESSEE fails to remove the sign and all related equipment and facilities from the leased parcel by the time specified herein, LESSEE shall pay rent to the City in the amount per month as described in Section 2 until such time as the removal is completed. However, notwithstanding anything in the Lease or Section, City shall reserve the right to remove the sign and related equipment and facilities and either dispose of it or store it and charge the costs of same to the LESSEE.

21. LESSEE shall provide for its own utilities and shall be responsible for paying such utilities.

22. Communication and details concerning this Lease shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Peter Costanza VP / General Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206 With a copy to; Melaine Binns Real Estate Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206 Ext 330

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given three (3) calendar days after the date of mailing. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

23. The LESSEE shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the leased premises. If any lien or notice of lien on the account of any debt of the LESSEE shall be filed against the leased premises or the property of which the premises is a part, and the LESSEE fails to discharge the lien or notice of lien within twenty (20) days of filing, the LESSOR, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the LESSOR and all costs and expenses (including reasonable attorneys' fees and interest) incurred by LESSOR in connection therewith shall be paid by the LESSEE.

24. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE related, directly or indirectly, to this Lease, may be deemed to be a Public Record whether in the possession or control of the City or the LESSEE. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City Manager. Upon request by the City, the LESSEE shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Lease shall at any and all reasonable times during the normal working hours of the LESSEE be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by LESSEE to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Lease by the City upon delivery of a written notice of cancellation. If LESSEE 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 LESSEE's failure to comply with this Section, the City shall collect from LESSEE prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against LESSEE. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the LESSEE's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Lease.

25. This Lease has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Lease and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Lease, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Lease.

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

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

LESSEE:THE LAMAR COMPANIES,

BY: _____

_____
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

LESSOR: CITY OF COCOA

BY: _____

BY: _____
TITLE

DATE: / /

(321) 433-8686
LESSOR'S TELEPHONE NUMBER

_____
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

_____
W-9 Name (as shown on your Income Tax Return)

PARCEL ID # 24-36-35-00-00755.0-0000.00
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

1140 N. WILLIAMSON BLVD
SUITE 100
DAYTONA BEACH,, FL 32114

Address of LESSOR:

65 STONE STREET
COCOA, FL 32922

Witnesses (**LESSEE**)

_____

Witnesses (**LESSOR**)

_____

_____ _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by_____, the _____of The Lamar Companies, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

2 - DaytimeCloseUp - 9/28/2020

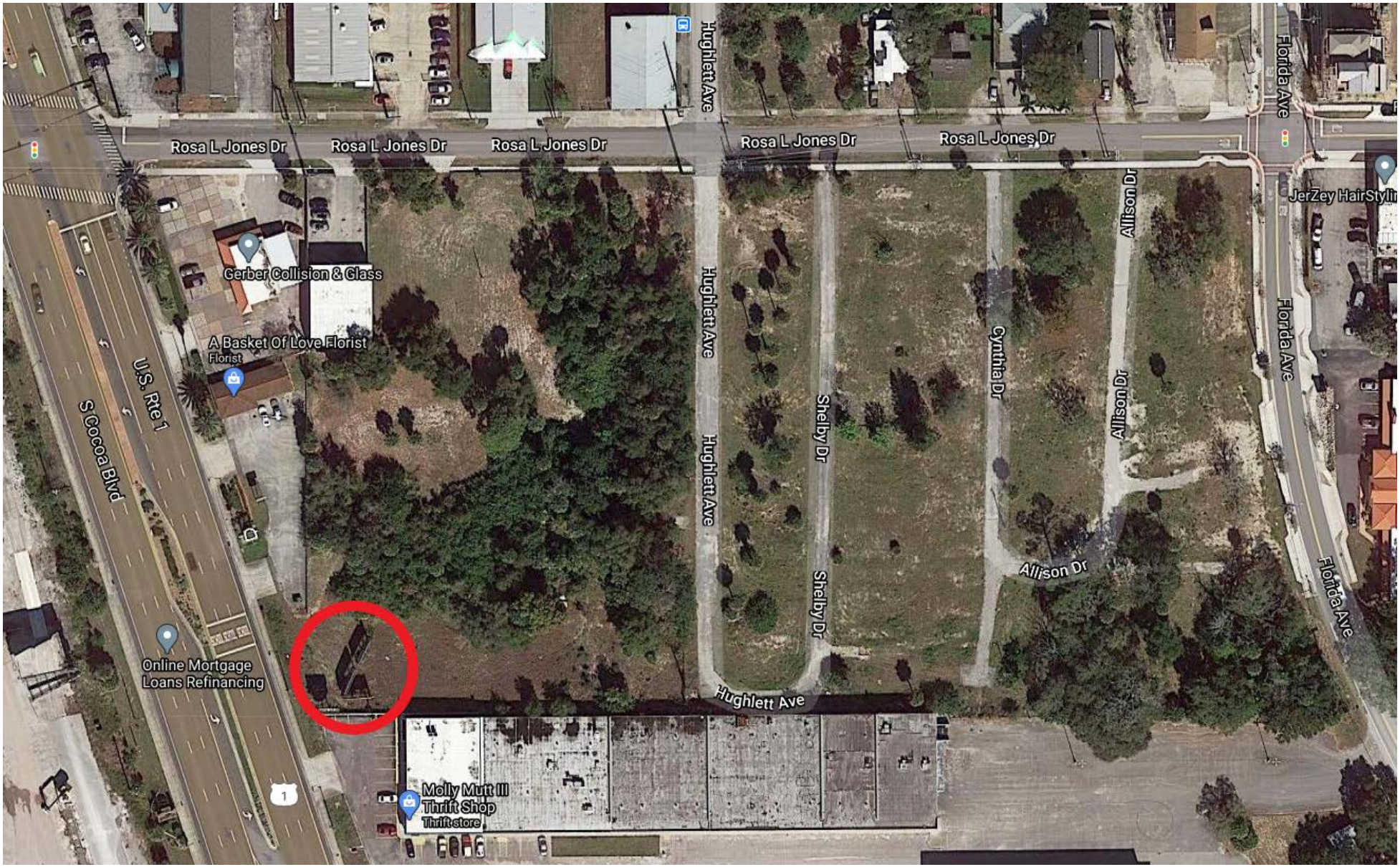


4 - DaytimeCloseUp - 10/27/2020



9 - DaytimeCloseUp - 9/1/2020




Rosa L Jones Dr
Rosa L Jones Dr
Rosa L Jones Dr
Rosa L Jones Dr
Rosa L Jones Dr
Hughlett Ave
Florida Ave
JerZey HairStyli
Gerber Collision & Glass
A Basket Of Love Florist
Florist
U.S. Rte 1
S Cocoa Blvd
Hughlett Ave
Shelby Dr
Cynthia Dr
Allison Dr
Allison Dr
Florida Ave
Online Mortgage Loans Refinancing
Hughlett Ave
Molly Mutt III Thrift Shop
Thrift store
1

THE LAMAR COMPANIES

Lamar Co # 004__

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

_____ New
_9121-01_Renewal
_____ Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 26th day of _March, 2015, by and between:
WINONA HOLDINGS, LLC BY SCOTT A. SEWALL
(Hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR'S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Brevard, State of Florida, more particularly described as: PARCELL # 24-36-33-00-00755.0-0000.00. ABBREVIATED DESCRIPTION: THAT PT OF SW ¼ OF SE ¼ AS DESC IN ORB 1349 PG 473 LYING W OF HUGHLETT ST.

1. This Lease shall be for a term of three (3) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin April 1, 2015 ("commencement date").

LESSEE may renew this Lease from year to year thereafter on the same terms and conditions. Said renewal term shall automatically go into effect unless **LESSEE** shall give to **LESSOR** written notice of non-renewal at least sixty (60) days prior to the expiration of the original term. LESSOR may without reason cancel this lease with a Ninety (90) day notice to LESSEE.

2. **LESSEE** shall pay to **LESSOR** an annual rental of Three Thousand **($3,000.00)**Dollars, payable monthly in advance in equal installments of Two Hundred and Fifty **($ 250.00)** each, OR, Twenty Percent of annual gross revenues paid in arrears whichever is greater, with the first installment due on the first day of the month following commencement. If the lease is cancelled in the middle of the current term the percentage rent will be calculated based on the number of month's that have concluded. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. . **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. The LESSEE acknowledges the LESSOR"S existing board, with DOT Tag numbers, AD078 & AD079, next to LESSEE'S board and the LESSOR's right to lease said boards: If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within sixty (60) days after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: Pete Costanza

PETER COSTANZA
VICE-PRESIDENT/GENERAL MANAGER

DATE: 3/26/2015

WINONA HOLDINGS LLC LESSOR:

BY: Scott Sewall

SCOTT A. SEWALL MGRM

DATE: 03/26/2015

321-403-3894
LESSOR'S TELEPHONE NUMBER

46-1744600

EMPLOYER IDENTIFICATION NUMBER

24-36-33-00-00755.0-0000.00
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
1140 NORTH WILLIAMSON BLVD.
SUITE 100
DAYTONA BEACH, FL 32114

Address of LESSOR:
205 PARNELL STREET
MERRITT ISLAND, FL 32953

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)

Legislation Details (With Text)

File #:	20-817	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/19/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments:
Quote #1 - RFQ 20-18-COC - Force Main Relocations Danus.pdf
General Utilities Construction Agreement No. 20-18 (Danus Construction).pdf
RFQ Q-20-18-COC Final Results 9.11.20.pdf
Res Proj Contingency - Danus.doc
Res Budget Amendment - Danus.docx
Danus_COI Cocoa.pdf
BAF 21-036-T-UT-Danus Relocation Work FDOT (12-8-20) Agenda 20-817.pdf
Re_ Quote #1 - RFQ-20-18-COC.pdf
TO-DANUS 2021-01 $233100.00- UT-ENGIN.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2020
Agenda Date: December 8, 2020
Prepared By: David Veloza, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2021-01 with Danus Utilities, Inc. for the S.R.528 Force Main Relocation Work, Project No. WS21FM, in the amount of $233,100; To Approve a Resolution Authorizing the City Manager to Approve Project Contingency and Execute Change Orders in an Amount Not to Exceed $23,310 (10% of the Contract Amount), for a Total Project Cost of $256,410; To Approve a Resolution Amending the FY2021 Budget BAF# 21-036-T.

BACKGROUND:

The City of Cocoa is being required to relocate two force mains located in the FDOT ROW on S.R. 528 just west of the U.S.1 interchange due to an FDOT project where their contractor will be installing

a new 36” storm drain. This storm drain will run across both lanes of S.R. 528 as it will be 216 feet long. Two drainage structures and a 40-feet x 40- feet ditch pavement will accompany the storm drain. In existing conditions, the proposed storm drain will come into conflict with the City of Cocoa’s two existing sewer force mains, north of the westbound lane of S.R. 528. The City of Cocoa will lower both of the force mains, a 6-inch Cast Iron and 10-inch Ductile Iron. Approximately 105-feet of both force mains will be lowered at least 2-feet below one of the drainage structure’s end wall.

On November 12, 2020, staff received two quotes and one no quote from our three pre-approved contractors of record in accordance with the City’s “Agreement for Utilities General Construction Contractor”. The quotes were as follows:

1. Danus Utilities, Inc. - $233,100
2. Atlantic Development of Cocoa - $240,000
3. Southern Underground Industries, Inc. - No Quote

The lowest and best quote was submitted by Danus Utilities Inc. in the amount of $233,100.
Because this project was not budgeted in FY2021, Staff is requesting the use of Utility Contingency account as the source of funds.

Staff is also requesting that City Council approve an additional $23,310 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 $23,310 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 2021-01 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#21-036-T

Amount Requested	$256,410
Account Number	421-4055-536.63-00, WS21FM
Account Name	Infrastructure

Source of Funds: 421-4010-536.39-00, Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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

powered by Legistar™

November 9, 2020

RE: FDOT Project #429276-1
SCOPE OF PROJECT

CITY OF COCOA

QUOTE #1 – PER REQUIREMENTS OF RFQ 20-18-COC

SR 528 FORCE MAIN RELOCATION:

Scope of Work

A proposed FDOT Storm drain will be jack and bored across SR 528, across both westbound and eastbound lanes near US 1 (SR 5). Approximately, this storm drain will be 216 ft of 36-inch steel pipe. Two drainage structures and a 40 ft x 40 ft ditch pavement will accompany the storm drain. At Station 2618+40.00, there is conflict with the City of Cocoa's two existing force mains, north of the west bound lane of SR 528. (See Attachment A)

To avoid the conflict, City of Cocoa will lower the 6-inch diameter Cast Iron Force Main and 10-inch diameter Ductile Iron Force Main to be at least 2 feet below the drainage structure's end wall (CD-01A end wall; refer to sheet 23 from Attachment A). The existing utility elevation for the 6-inch Cast Iron and 10-inch Ductile Iron are 21.87 ft and 24.27 ft respectively. They will both be brought down to an elevation of 18.5 ft. Approximately 105 feet of both the 6-inch and 10-inch Force Mains will be replaced with ductile iron pipe and the associated 45-degree bends, fittings, and transition couplings to lower the pipes. Also, to accommodate this elevation change, Air Release Valves (ARVs) will be installed before and after the relocated section of each Force Main. Hence, there will be a total of 4 ARVs installed. (See Attachment B)

The work will occur in the greenspace within FDOT right of way. The work will follow the FDOT Standard Plans (FY2020-21) Index Sheet 102-612. All work and materials, such as the pipes, bends, and ARVs, shall follow the City of Cocoa 2020 Technical Provisions. Restoration shall not include sod as the FDOT contractor will sod the area after their project is complete.

The figures below as well as Attachments A and B will provide you further details of the project.

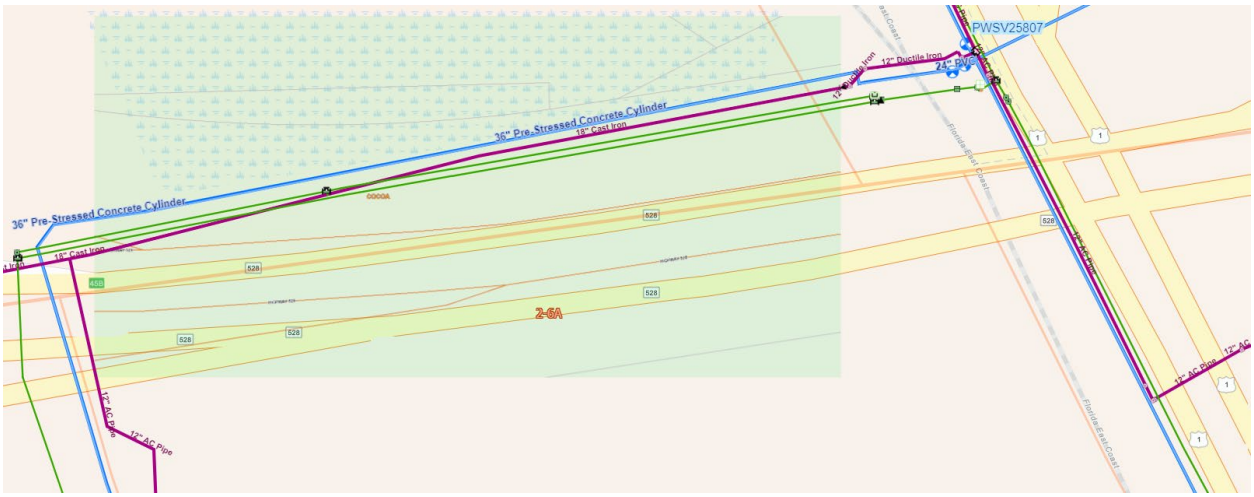


Figure 1: General Site Area

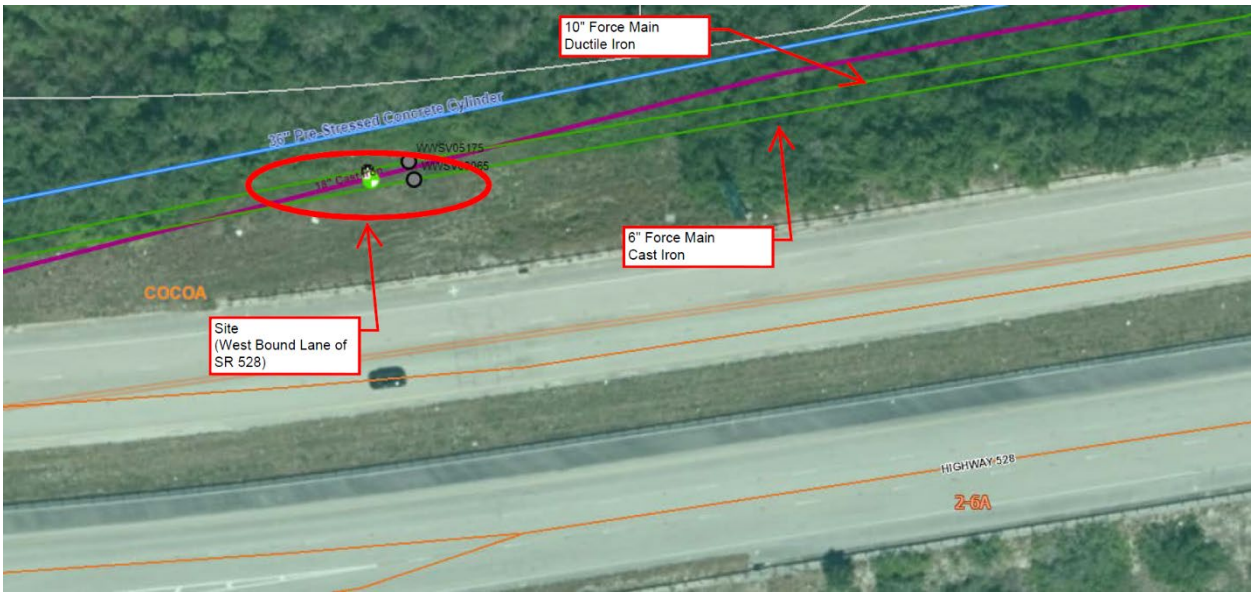


Figure 2: Site Area of Force Mains to be Relocated

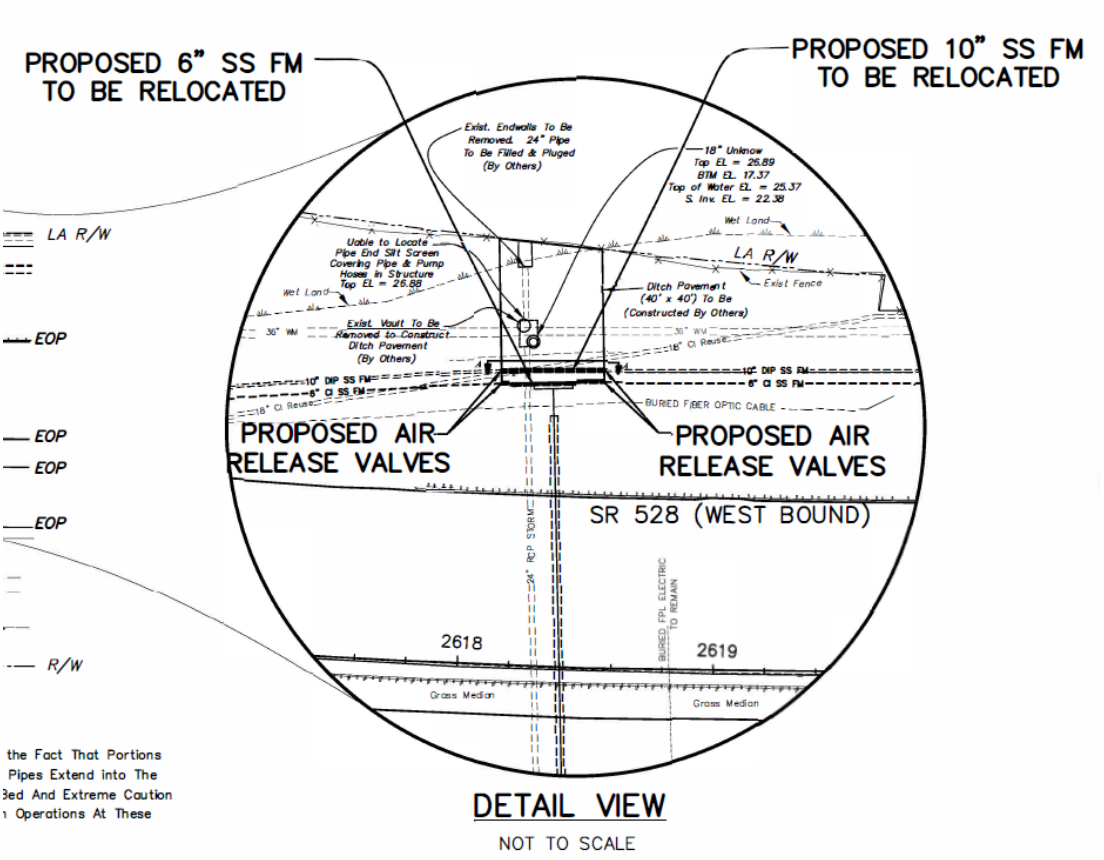


Figure 3: Detail View of the Force Main Relocations

Payment

The Work shall be bid as a **lump sum.** The quote is to include all materials, equipment, testing, and labor needed to complete the Work per the included scope, figures, referenced specifications, and attached plan sheets.

Due Dates for Quotes

All quotes will be due back to the Utilities Department by November 12, 2020 at 4:00 pm or otherwise it will be considered a non-responsive bid.

Completion Time for Work

The Contractor will be required to complete the Work within **five (5) calendar days** of receipt of the Purchase Order or Notice to Proceed. **This work is due to an FDOT project and has to be completed by November 25, 2020.**

All required Work will conform to the latest version of the City of Cocoa Utilities Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details as applicable. All work in excavations must conform to current OSHA Trench Safety Act.

BID FORM
QUOTE #1 – PER RFQ 20-18-COC
City of Cocoa

Proposal of Danus Utilities, Inc.

(Name)

2320 Beardall Ave, Sanford, FL 32771

(Address)

to furnish all materials, service, equipment, and labor required, for Quote #1 – per RFQ-20-18-COC as specified in the bid documents.

TO: Katie Ennis
City of Cocoa
kennis@cocoafl.org

Bidders:

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

TOTAL BASE BID	$ 233,100.00

Two Hundred Thirty-Three Thousand One Hundred and 00/100 Dollars

(Grand Total Written in words)

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 10TH day of NOVEMBER, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **DANUS UTILITIES, Inc.,** 2320 Beardall Avenue, Sanford, Florida 32771, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; and

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

WHEREAS, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

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

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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

C. "Utility Contractor" shall mean **Danus Utilities, Inc.,** and its principals, employees, resident project representatives (and assistants).

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in

substantially in conformance with the form attached to the Agreement **Exhibit "B"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is

completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

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

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

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

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

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Utility 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 Utility 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 City or the Utility 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 Utility 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility 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. Utility 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility 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, the Utility 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility 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 the Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility 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 the Utility 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility 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 the Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

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

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

17.7 Utility 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.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice. 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. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

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

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

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

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

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

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

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

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

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

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Danus Utilities, Inc.

2320 Beardall Avenue
Sanford, Florida 32771
Attention: DAN Pardus
Phone: 386-233-5588

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

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

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

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

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

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole 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 officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

UTILITY CONTRACTOR:

DANUS UTILITIES, INC.:

By: _____
Print Name/Title: DAN J PARDUS
PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

RFQ Q-20-18-COC - Chris Collier 9/11/20

Rating Scale	Weight	Respondent Name													
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0		Atlantic		Cathcart		CDM Trucking		Danus		Hinterland		Prime		Southern	
Rating Factor		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Company Qualifications	0.10	10	1.00	9	0.90	7	0.70	10	1.00	9	0.90	9	0.90	8	0.80
Project Team Qualifications	0.30	10	3.00	9	2.70	7	2.10	10	3.00	9	2.70	9	2.70	9	2.70
Project Approach	0.20	10	2.00	8	1.60	5	1.00	10	2.00	9	1.80	9	1.80	9	1.80
Project References	0.30	10	3.00	6	1.80	7	2.10	10	3.00	8	2.40	7	2.10	9	2.70
Client References	0.10	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00
	1.00		10.00		8.00		6.90		10.00		8.80		8.50		9.00
	8.30	**Title**	**100.1**	**100.2**	**100.3**	**100.4**	**100.5**	**100.6**	**100.7**	**100.8**	**100.9**	**100.10**	**100.11**	**100.12**	
Atlantic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Cathcart	X	X	I	I	X	X	X	X	X	X	X	X	X	X	
CDM Trucking	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Danus	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Hinterland	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Prime	X	X	X	X	X	X	X	X	X	X	M	X	X	X	
Southern	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Chris M. Collier

9/11/20

RFQ Q-20-18-COC Combined Scores - 9/11/20

Rating Scale	Weight	Respondent Name																											
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0		Atlantic				Cathcart				CDM Trucking				Danus				Hinterland				Prime (Disqualified due to not submitting section 1.9)				Southern			
Rating Factor		Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score
Company Qualifications	0.10	10	9	10	2.90	7	7	9	2.30	6	5	7	1.80	9	8	10	2.70	8	8	9	2.50	9	9	9	2.70	8	9	8	2.50
Project Team Qualifications	0.30	9	9	10	8.40	9	7	9	7.50	7	5	7	5.70	9	9	10	8.40	9	8	9	7.80	9	8	9	7.80	9	8	9	7.80
Project Approach	0.20	7	7	10	4.80	9	7	8	4.80	7	5	5	3.40	8	8	10	3.60	9	8	9	5.20	10	9	9	5.60	7	8	9	4.80
Project References	0.30	10	9	10	8.70	7	7	6	6.00	6	5	7	5.40	8	8	10	7.80	7	8	8	6.90	10	9	7	7.80	8	9	9	7.80
Client References	0.10	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	9	10	2.90	10	10	10	3.00
	1.00				27.80				23.60				19.30				25.50				25.40				26.80				25.90

COMPILED BY:

Chris M. Collier

9/11/20

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

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Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

City of Cocoa Budget Adjustment Form FY 2021 - 21-036-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 11/20/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 256,410)	421-4010-536.39-00		Contingency	$ 1,145,413	$ 988,911	$ 732,501	$ 988,911
$ 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
($ 256,410)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 256,410	421-4055-536.63-00	WS21FM	Infrastructure	$ 144,141	$ 144,141	$ 400,551	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 256,410	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This project is to relocate two force mains that are located in FDOT ROW on SR 528 just west of US1. The relocations are required due to an FDOT project. Agenda 20-817

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/08/20 *RESOLUTION #:*

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

11/20/20	Katherine Ennis Digitally signed by Katherine Ennis Date: 2020.11.25 11:54:17 -05'00'	11/25/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.25 13:57:46 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/20/20	Katherine Ennis Digitally signed by Katherine Ennis Date: 2020.11.25 11:54:28 -05'00'	11/25/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.25 13:58:12 -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 #: _____

From: Robert Brown
To: Katherine Ennis
Cc: Raymond Rogers
Subject: Re: Quote #1 - RFQ-20-18-COC
Date: Monday, November 16, 2020 1:31:20 PM
Attachments: image001.png
image003.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Katherine

We will be able to hold our original pricing, but we would like to know as soon as possible if we are to be awarded this project so we can get material ordered prior to the holidays.

Thanks,

Robert Brown
www.danusutilities.com
2320 Beardall Ave Sanford, FL 32771
Mobile: 386-804-0068
Fax: 407-878-1254

From: Katherine Ennis <kennis@cocoafl.org>
Date: Monday, November 16, 2020 at 12:17 PM
To: ggrignon <ggrignon@atlanticdevelopmentofcocoa.com>, Robert Brown <robert@danusutilities.com>
Cc: David Veloza <dveloza@cocoafl.org>
Subject: RE: Quote #1 - RFQ-20-18-COC

Good Afternoon Everyone. I have had communications with the FDOT and we will need to proceed with this work. In response to the quotes received last week I need a response to the following:

Please confirm that you can hold your quote with the following changes:

- The quote will need to go to Council for approval on the 12/8/2020 agenda with an anticipated PO by 12/18/2020.
- Completion of work by 1/15/2021.

I will need a response to this email by Wednesday 11/18/2020 at 2pm. Once I have that response we will reach out to the low bidder to proceed with the work.

Thank you - Katie Ennis

Katherine D. "Katie" Ennis, P.E.
Utilities Deputy Director
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8722 kennis@cocoafl.org
Fax: (321) 433-8708

Stay Connected: www.CocoaFL.org

From: Katherine Ennis
Sent: Friday, November 13, 2020 11:03 AM
To: 'ggrignon' <ggrignon@atlanticdevelopmentofcocoa.com>; robert@danusutilities.com; katherineg@southernui.com; 'Frankd' <frankd@southernui.com>
Cc: David Veloza <dveloza@cocoafl.org>
Subject: RE: Quote #1 - RFQ-20-18-COC

Glenn,

I should have an answer to that next week sometime and will let everyone know.

Thanks – Katie

Katherine D. "Katie" Ennis, P.E.
Utilities Deputy Director
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8722 kennis@cocoafl.org
Fax: (321) 433-8708

Stay Connected: www.CocoaFL.org

From: ggrignon <ggrignon@atlanticdevelopmentofcocoa.com>
Sent: Friday, November 13, 2020 11:01 AM
To: Katherine Ennis <kennis@cocoafl.org>; robert@danusutilities.com; katherineg@southernui.com; 'Frankd' <frankd@southernui.com>

Cc: David Veloza <dveloza@cocoafl.org>
Subject: RE: Quote #1 - RFQ-20-18-COC

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Katie

Will this be rebid at a later date?

Glenn S. Grignon

Sent from my Sprint Samsung Galaxy S10+.

-------- Original message --------
From: Katherine Ennis <kennis@cocoafl.org>
Date: 11/13/20 10:52 AM (GMT-05:00)
To: ggrignon@atlanticdevelopmentofcocoa.com, robert@danusutilities.com, katherineg@southernui.com, 'Frankd' <frankd@southernui.com>
Cc: David Veloza <dveloza@cocoafl.org>
Subject: RE: Quote #1 - RFQ-20-18-COC

Good Morning. I wanted to reach out and thank all that submitted a quote for this bid. We have had further discussions with the FDOT about this work and at this point we are on hold (will not occur before the Thanksgiving holiday). I will reach out once we have a definitive path forward.

Again I wanted to thank everyone for their quotes and we look forward to working with you all in the future.

Thanks – Katie Ennis

Katherine D. "Katie" Ennis, P.E.
Utilities Deputy Director
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8722 kennis@cocoafl.org
Fax: (321) 433-8708

Stay Connected: www.CocoaFL.org

From: Katherine Ennis
Sent: Monday, November 09, 2020 1:37 PM
To: ggrignon@atlanticdevelopmentofcocoa.com; robert@danusutilities.com; katherineg@southernui.com; 'Frankd' <frankd@southernui.com>
Cc: David Veloza <dveloza@cocoafl.org>
Subject: Quote #1 - RFQ-20-18-COC
Importance: High

All,

Please find attached Quote #1 request per RFQ-20-18-COC. This is for an FDOT project that needs to be done on a very short time frame. Quotes are due back on Thursday 11-12-2020 at 4:00 pm via email (kennis@cocoafl.org). Also before we can review the quote bid responses, the City will need the signed Agreement and required insurance documents back first. Please send any questions in regards to this bid to me via email.

Thank you – Katie Ennis

Katherine D. "Katie" Ennis, P.E.
Utilities Deputy Director
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8722 kennis@cocoafl.org
Fax: (321) 433-8708

Stay Connected: www.CocoaFL.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.
PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8970238&GUID=37D2FB40-5403-481F-A920-AD2F9C97D811* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-3	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	12/1/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	First Reading: Ordinance No. 20-2020: City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 20-2020 Repeal Travel Policy				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2020
Agenda Date: December 8, 2020
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
First Reading: Ordinance No. 20-2020: repealing Section 2-76 of the City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance.

BACKGROUND:

The City Manager has directed staff to update the City of Cocoa's Travel Policy. In addition, because the Travel Policy is an internal administrative financial policy, it is Staff's desire to provide a more efficient and effective process of amending the City's travel and per diem reimbursement policy in the future. This desire is consistent with Section 2-78 of the City Code which provides that financial administrative policies may be adopted by Council via resolution.

At First Reading, City Staff is recommending City Council repeal the City's current travel and per diem reimbursement policy. An advertised Public Hearing will be held at the regular City Council meeting on January 12, 2021. At this meeting, Staff will also present a Resolution requesting that the City Council adopt a new travel and per diem reimbursement policy.

Section 166.021(9), Florida Statutes, expressly recognizes that the City may establish travel and per diem policies different from the state policy under Section 112.061, Florida Statutes. Additionally, as

noted above, section 2-78 of the City Code currently provides that the City Council may adopt financial policies by ordinance or resolution.

Upon adoption, the Ordinance also directs the Finance Director to update City's Financial Operations Manual (FOM).

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Once the travel policy is established by resolution, future amendments to the travel policy will be less expensive because in this case, the adoption of future travel policy resolutions will not require the publication of a newspaper advertisement prior to adoption.

PREVIOUS ACTION:

The City Council established the current travel policy by Ordinance No. 9-2014 on February 11, 2014.

RECOMMENDED MOTION:

Pass Ordinance No. 20-2020 repealing 2-76 of the City Code on First Reading.

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ORDINANCE NO. 20-2020

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

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

WHEREAS, Section 166.021(9), Florida Statutes, expressly recognizes that the City may establish travel and per diem reimbursement policies different from the state policy under Section 112.061, Florida Statutes; and

WHEREAS, Section 2-78 of the City Code currently provides that the City Council may adopt financial policies by ordinance or resolution; and

WHEREAS, the City Council desires to establish future travel and per diem reimbursement policies by resolution rather than by ordinance in order to simplify the adoption of future policy amendments and to avoid the added advertisement expense related to adopting ordinances; and

WHEREAS, upon the repeal of Section 2-76 of the City Code, it is the intent of the City Council to adopt a new travel and per diem reimbursement policy, and future amendments thereto, by resolution; and

WHEREAS, under the terms and conditions of this Ordinance, the City Council has determined that it is in the best interest of the City to repeal Section 2-76 of the City Code for the reasons expressed herein; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Section 2-76, of the Code of Ordinances, City of Cocoa, Florida, is hereby repealed in its entirety as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

Sec. 2-76. Reserved. ~~– Reimbursement policy and procedures for official travel.~~

~~(a) *Purpose and policy*. It is the intent of this section to regulate official travel expenses of city officers, employees and other authorized persons, as defined in F.S. § 112.061. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions or modifications to such provisions, shall be incorporated herein by reference, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 112.061 (1) (b) 2, shall prevail.~~

~~(b) *Travel authorization.*~~

~~(1) *City council* Official travel by a member of the city council is considered authorized through notification of all city council members and the city manager prior to travel. The city council member undertaking the travel shall inform the city council of the travel, departure date, return date, the estimated expense and the reason for such travel during a regular council meeting or if not reasonably feasible, then notify the city manager who shall inform council. Consensus by council and the corresponding minutes from said meeting shall constitute notice.~~

~~(2) *Board members* Official travel by a member of a city board or committee (pension board members are exempt) must be authorized prior to the travel through the budget approval process. Unbudgeted travel requests must be approved by a majority vote of the city council at a public meeting.~~

~~(3) *City manager* The city manager shall be authorized to undertake official travel as the manager deems reasonably necessary and shall give notification to the city council of such travel, providing funds for such travel exist in the city's fiscal budget.~~

~~(4) *City employees* Official travel by a city employee where there is no cost to the city other than the use of a city vehicle, parking and tolls, and travel does not exceed two (2) days (travel over two days require the city manager's approval), shall be approved by the department director prior to travel. The employee will prepare a travel authorization form with the estimated cost and benefit for the department directors approval. These completed forms will be maintained by the department directors or their designee. Payment for tolls and parking do not require a travel expense report if charged to a city Sun Pass or a city purchasing card. A travel expense report is required if a city employee is reimburse for these expenses.~~

All other official travel by a city employee, shall be approved by the city manager prior to the travel. The employee will prepare a travel authorization form with the estimated cost and benefit for the city manager's approval. The approved travel authorization form shall accompany the travel expense report for reimbursement. The city manager shall be informed in writing of any travel funded by grants or other sources of revenue specifying educational requirements and the written document shall be attached to the travel authorization form. Funds for such travel must exist in the department's fiscal budget. The department director shall be accountable for monitoring the budget to ensure sufficient funds are available. The department director should develop an internal system to ensure accurate monitoring of training and travel advances and expenses.

(c) *Reimbursable expenses.*

(1) *Per diem* – Traveler will be reimbursed the amount of fifty-one dollars ($51.00) for each day of travel paid in lieu of meal allowances. On actual travel days, the amount reimbursed will be based on the time of departure and the time of return. Requests for higher per diem rates for certain destinations will be based on the Internal Revenue Service (IRS) rates and should be made at the time of submitting the travel authorizaton Request to the city manager for approval. Local travel is not reimbursable on a per diem basis.

(2) *Overnight travel* – Continuous travel of twenty-four (24) hours or more away from the city. Overnight travel shall include any assignment on official business outside of regular office hours and away from the city when it is considered reasonable and necessary to stay overnight.

(3) *Local travel* – Travel for short or day trips where the traveler is not away from the city overnight. Local travel will not receive a meal allowance. Meals during conferences and meetings with professional organizations where meals are not included in the registration fee will be paid for in advance by the city or will be reimbursed.

(4) *Hotel accommodations* – Hotel accommodations are an authorized expense for overnight stays where the distance traveled is more than sixty (60) miles from the city or in the case of multi-night conferences where the distance traveled is more than forty (40) miles. Once travel has been commenced, changes in accommodations are not reimbursable unless justification is provided noting a safety or health hazard. When a different hotel is used by the traveler other than the one where the reservations were initially made and the reason for the change was not a safety or health hazard related reason the traveler will reimburse the city for the difference in the two (2) rates.

(5) *Meal reimbursement* – The overnight traveler will be reimbursed a meal allowance of fifty-one dollars ($51.00) per day. On actual travel days, the meal allowance will be pro-rated based on the time of departure and the time of return according to the following schedule. Local travel will not receive a meal allowance.

Meal	Maximum Allowance	Description
Breakfast	$10.00	When traveler leaves before 7 a.m. and returns after 10 a.m.
Lunch	$15.00	When traveler leaves before 12:00 p.m. and returns after 2:00 p.m.
Dinner	$26.00	When traveler leaves before 5:00 p.m. and returns after 7:00 p.m.

Under normal circumstances, receipts are necessary for all expenditures related to overnight travel except for meals. Meals may be charged on the city purchasing card if traveler has travel approval. Such charges cannot exceed the maximum per diem allowance. Alcoholic beverages are not allowed to be charged on the city purchasing card.

(6) *Transportation.*

a. *City vehicles.* City vehicles shall be utilized whenever possible for official travel. If a vehicle is not available, the traveler may utilize his/her private vehicle for official travel with prior written approval from the department director. The prior written approval may be on the travel authorization form or a separate document submitted with the travel authorization form.

b. *Privately owned vehicle.* Use of a privately owned vehicle when a city vehicle is available must be authorized in writing by the department director on the travel authorization form or a separate document and shall be submitted with the travel expense report. When traveling by a privately owned vehicle, the traveler shall be entitled to travel reimbursement equal to the sum of the number of miles traveled multiplied by the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service (IRS) and can be found at www.irs.gov/newsroom. Reimbursement for mileage will be calculated from the traveler's residence or place of work, whichever is closer to the travel location. Prior to taking a trip where a city vehicle is not used, the traveler shall get written permission (official memo addressed to the finance department) from his/her director for four-way mileage reimbursement (i.e. someone driving individual to airport and picking them up) and this must be submitted with the travel expense report. When two (2) or more authorized persons conduct official travel in one (1) private vehicle, the traveler supplying the vehicle shall receive any mileage reimbursement authorized by this section.

c. *Air travel.* Air travel, by the most economical class (i.e., coach), may be used for long distance travel. Long distance travel is determined to be more than two hundred

(200) miles. Air travel for shorter distances shall be justified in writing to the city manager, prior to making the reservations and if approved, the written city manager approval shall be submitted with the travel expense report. Airline ticket stubs and air itineraries are to be attached to reimbursement requests.

d. *Automobile rental.* Rental automobiles may be used when necessary and must be approved by the city manager, prior to travel. Rental automobiles may be utilized when city-owned vehicles are not available for the required use or when use of a city vehicle is impractical, and the anticipated cost of using a commercial carrier will exceed the cost of the rental car.

(7) *Federal grant related travel* – All travel expected to be reimbursed through federal grants is subject to the per diem thresholds established by the U.S. General Service Administration. These regulations outline the maximum amounts allowed for lodging and meals for the destination city. For applicable rates for the travel destination and time period, visit the U.S. General Service Administration website at www.gsa.gov and fill out the requested information. A printed copy of the rates shall be submitted with the travel authorization form and the travel expense report. The city will not reimburse the traveler for amounts greater than the maximum amount allowed therefore the traveler should make every attempt to find lodging and meals within the allowed amount. Any expenditures in excess of the allowed amount must be requested for reimbursement from the federal government.

(8) *Miscellaneous expenses.*

a. *Communication.* Telephone calls (local and long distance) to a telephone paid for by the city, made in connection with the traveler's official duties, may be reimbursable if such calls involve additional expenses to the traveler. A detailed hotel bill or cell phone bill must accompany the travel expense report.

b. *Gratuity.* Gratuities (tips), valet parking, baggage handling, etc. are recognized as a legitimate part of the cost of travel and are properly charged against the city, when such expenses are necessary. All gratuity payments must be kept to a minimum. The city will not reimburse gratuities exceeding twenty percent (20%). Reasonable tips (i.e. one dollar ($1.00) per bag) will also be reimbursed for bellhops, skycaps, valet parking, etc. Other gratuities will only be reimbursed for exceptional circumstances as determined by the finance director, or designee. Tips for maid service will not be reimbursed. The city will reimburse for eligible gratuities without a receipt, but travelers are encouraged to get a receipt whenever possible.

c. *Sales tax.* Sales tax will not be reimbursable unless the city is also required by law to pay such tax, i.e. outside the state as determined by the finance director or designee.

d. *Tolls.* If toll expenses are incurred as a result of official travel, such expenses shall be accounted for on the travel expense report and will be reimbursed provided all appropriate toll receipts are submitted with the report.

e. *Parking.* If parking expenses are incurred as a result of official travel (airport, hotel, etc.) such expense shall be accounted for on the travel expense report and will be reimbursed provided all appropriate receipts are submitted with the report. In the event that valet parking is the only available option or the safety of the traveler is a concern, then a validated receipt must accompany the travel expense report.

f. *Business and employee recruitment and hosting obligations.* The city council finds that the recruitment of businesses to locate or relocate in the city; the recruitment of highly-qualified and experienced employees; and the hosting of public dignitaries and government-related functions, (such as sponsoring association meetings to which the city holds a membership) serve a public municipal purpose. The expenditure of funds by the city for such purposes confers a direct benefit to a significant portion of the citizens of Cocoa and the general public. The city manager, or designee shall be authorized to approve expenditures and reimbursements for meals and travel related expenses incurred as a result of any recruitment function or hosting obligation, provided funds exist in the department's fiscal budget. The expenses incurred must be reasonable and necessary in the performance of the public purpose.

g. *Other miscellaneous expenses.* The eligibility of reimbursement for any other miscellaneous expense that has not been addressed in this section will be determined by the finance director or designee.

(9) *Purchasing card charges.* When meals or other charges for travel expenses are charged to the city's purchasing card, a copy of the travel expense report must be submitted to the finance department with the purchasing card reconciliation form.

(d) *Method of payment for travel expenses.* Travel expenses may be paid by advance, paid directly to the vendor or by reimbursement.

(1) *Advances.* Any advance to cover travel expenses of any traveler for overnight travel must be requested at least two (2) weeks in advance of departure, unless the city council or city manager or designee determines such notice is not reasonably feasible. To cut down on the number of checks written, whenever possible, the hotel and seminar/conference registration fees should be paid by the department's city purchasing card. No checks payable to the traveler for travel advances will be issued more than one (1) week prior to the travel, unless authorized by the finance director or designee. No travel advance will be issued to a traveler who already has an outstanding travel advance. Any unused portion of money advanced to an individual or any non-reimbursable charges on a city's purchasing card shall be repaid immediately upon return to work. Any unused advance not repaid within thirty (30) calendar days from such return shall accrue an interest penalty based upon the average rate currently received on city investments. Any individual not repaying the unused advance within sixty (60) calendar days from such return shall have his/her salary garnished by the finance director until complete repayment of the unused advance is made.

(2) *Purchase order to vendor.* If the traveler or his/her supervisor has use of a city purchasing card and is authorized for travel, the expenses for the transportation, hotel and

registration should be charged to the purchasing card, otherwise, a purchase order should be submitted to the finance department for payment.

(3) *Reimbursement.* The traveler must submit a travel expense form to the finance department for reimbursement. To prevent a delay in travel reimbursement, the travel expense form must be completed correctly with the appropriate signatures of approval.

(e) *Travel expense reports.* Travel expense reports shall be submitted by all travelers performing official travel within twenty (20) working days of the individual's return. Travelers who do not turn in their travel expense report will not be reimbursed unless approved by the finance director. In the event a traveler continues to submit late travel expense report, the individual may be subject to reprimand and/or suspension of future travel privileges.

(f) *Government discounts.* Whenever economical, feasible and practicable, any individual performing official travel shall take advantage of those businesses offering government discounts for travel related expenses incurred by the city.

(g) *Gratuitous travel.* Proposed payment by a third party of any meals, lodging or other expenses related to official travel for any individual (excepting members of city council), regardless of whether they fall under the financial disclosures law or not, must have prior approval by the city manager, or designee. Proposed payment by a third party of any meals, lodging or other expenses related to official travel for any individual who falls under the financial disclosures law must be in accordance with the F.S. §§ 112.3148, 112.313(2) and (4).

(h) *Vendor travel.* Vendors requesting travel reimbursement will be reimbursed for actual costs up to the travel policy thresholds. Vendor travel reimbursement must be negotiated and an itemized written estimate of the travel expenses must be presented to the finance director or designee prior to the travel.

(i) *Traveler dependents.* The city shall not process any advance payments for or authorizations of the payment of any expenses incurred by spouses, relative, or dependents that accompany public officers or employees on official travel.

(j) *Entertainment.* Any expenses incurred by an individual on official travel related to entertainment (such as recreation activities, hospitality suites, etc.) are not authorized and shall not be reimbursed by the city.

(k) *Implementation.* The city manager, or the city manager's designated representative, is hereby authorized to create any administrative procedures deemed necessary to implement the provisions of this section, provided such procedures are not in conflict herewith or a matter of public policy reserved to the city charter and state law. Exceptions to any portion of these regulations must be authorized in writing by the city manager and include justification for the exception.

(l) *Fraudulent claims.* Any traveler receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to disciplinary action, up to and including termination as provided by the city charter, personnel policy or any other applicable policy or law adopted by the city council.

~~(m) *Cancellation of prepaid travel and seminar fees.* Cancellation of non-refundable airline tickets, hotel rooms, seminar fees and other costs shall only be authorized where the department director determines such cancellation is in the best interest of the city. Such cancellations should be immediately noticed to the finance director with a written explanation detailing the circumstances requiring the cancellation. If a cancellation is made without such justification, the cost of the ticket shall not be paid or reimbursed by the city. The traveler will be required to reimburse those costs that have been prepaid by a city purchasing card. Any traveler who registers for a seminar or function for which the city has paid, and the traveler does not attend the seminar or function, the traveler must have written justification explaining why he/she could not attend. The traveler is responsible for contacting the vendor to obtain a refund. If the justification is not adequate, the employee must reimburse the city for the money expended.~~

~~(n) *Emergency travel.* During official travel, in the event of an emergency or out-of-the ordinary situation occurs which requires the traveler to extend his/her travel and /or change his/her travel plans, the following procedures should be followed:~~

~~(1) Telephone or e-mail his/her department director, explain the situation, and request whatever additional travel approval is necessary, based on the situation.~~

~~(2) The department director shall inform the city manager of any travel under "emergency travel" in writing, explaining the situation, what additional travel expenses are necessary and why, and stating whether such additional expenses are approved by the department director. A copy of the written justification shall be attached to the travel expense report.~~

~~(3) If the traveler has use of a city's purchasing card and is authorized for travel, the additional expenses may be taken care of with the purchasing card.~~

~~(4) If the traveler does not have the use of a city's purchasing card, the traveler may be required to use his or her own personal credit card. Upon return, a travel expense report should be filled out, all receipts attached and reimbursement will be made in accordance with whatever expenses have been authorized.~~

~~(5) Each situation will be evaluated on a case-by-case basis. The finance department will assist the traveler in any way possible.~~

~~(6) Emergency situations are defined as those situations requiring additional hotel nights, meals, tolls, etc., as a result of an act of nature, act of war/terrorism or other unforeseen event out of the control of the traveler.~~

~~(o) *Compliance.* The finance director or designee will determine the compliance of any variances from the policy and procedures and have full approval authority.~~

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

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

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

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-770	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	10/28/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source Resolution, to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Police Department - Taser 7 Executive Summary.docx Axon - Sole Source Document.pdf Axon contract.pdf Axon Sole Source Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2020
Agenda Date: December 8, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source Resolution, to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.

BACKGROUND:

The Police Department requests to purchase a total of eleven new Tasers 7's by way of a multi-year contract. This has been budgeted and is within the lease budget account of the Police Department's Fiscal Year 2021 budget account 001-2100-521.44-00, using Axon Enterprises by way of sole source. The total amount for the purchase of 11 (eleven) Tasers is $34,200, to be budgeted and paid over a five-year term beginning upon approval of this contract.

The cost in the first year includes an allowance to trade in Tasers at a cost of $1,980 ($180 per Taser making the cost for the first year $5,400.

The T7 Handle has Tasers new and improved technology and includes a five-year warranty rechargeable Lithium Ion Battery, holster and a battery recharging dock. Included with the 11 Tasers

are 40 Duty Cartridges and 80 live Training Cartridges for years 1-5 and additional duty cartridges are free during the five-year contract.

Ruggedized Target and Frame

Taser 7 Certification plan includes training cartridges each year for certification for each officer on both the Close Quarters (4-12 feet) and Stand Off (12-25ft) cartridges, as well as unlimited duty cartridges when they are used in the field. There is also a five-year warranty included on the Taser 7 handles, rechargeable batteries, and charging docks. Essentially the department's Taser program would be completely taken care of for the next five years and you wouldn't have to buy batteries or cartridges again.

Charging docks will also automatically update any firmware or software for the Taser and will also upload any evidence or firing logs from the Tasers if they were used in the field. They also connect with the body cameras which is a huge feature.

This is a double shot weapon with a brand-new improved warning arc to help with de-escalations.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

001-2100-521.44-00 Rentals and Leases

$5,400 due in FY2021
$7,200 due in FY2022
$7,200 due in FY2023
$7,200 due in FY2024
$7,200 due in FY2025.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

7/8/2020

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in the United States of America.

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P conducted energy weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Sincerely,



Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

The “Axon + Delta Logo,” Axon, Axon Aware, Axon Citizen, TASER CAM, X2, X26P, TASER, and TASER 7, are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2019 Axon Enterprise, Inc.

Cocoa Police Dept. - FL

AXON SALES REPRESENTATIVE
Ted Megremis

tmegremis@axon.com

ISSUED
11/18/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-274575-44153.662TM

Issued: 11/18/2020

Quote Expiration: 12/15/2020

Account Number: 108302

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Cocoa Police Dept. - FL
1226 W KING ST
COCOA, FL 32922
US

BILL TO

Cocoa Police Dept. - FL
ATTN: ACCOUNTS PAYABLE
65 STONE ST
COCOA, FL 32922
US

SALES REPRESENTATIVE

Ted Megremis
Phone:
Email: tmegremis@axon.com
Fax:

PRIMARY CONTACT

Phone:
Email:

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	10	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	10	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		8	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		10	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		10	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		10	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		10	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		10	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	720.00	540.00	5,400.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
Not Eligible for VR Headset	Not Eligible for VR Headset		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	10	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	10	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
					Subtotal	5,400.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	5,400.00

Trade In -Credit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		8	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	720.00	720.00	7,200.00
					Subtotal	7,200.00
					Estimated Tax	0.00
					Total	7,200.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	720.00	720.00	7,200.00
					Subtotal	7,200.00
					Estimated Tax	0.00
					Total	7,200.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	720.00	720.00	7,200.00
					Subtotal	7,200.00
					Estimated Tax	0.00
					Total	7,200.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	720.00	720.00	7,200.00
					Subtotal	7,200.00
					Estimated Tax	0.00
					Total	7,200.00
					Grand Total	**34,200.00**

Discounts (USD)

Quote Expiration: 12/15/2020

List Amount	36,495.00
Discounts	2,295.00
Total	**34,200.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1	5,400.00
Trade In -Credit	0.00
Year 2	7,200.00
Year 3	7,200.00
Year 4	7,200.00
Year 5	7,200.00
Grand Total	**34,200.00**

Notes

The parties agree that Axon is granting a credit of $1,800.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 12/1/2020-12/15/2020, resulting in a 1/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Ted Megremis at tmegremis@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

RESOLUTION NO. 2020-247

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 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 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, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The purchase 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 on the 10 day of November, 2020.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2020-247

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Taser devices through Axon.

The Department Director has 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 this resolution.

Stockton Whitten

City Manager

Legislation Details (With Text)

File #:	20-775	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	10/30/2020		**In control:**	City Council	
On agenda:	12/8/2020		**Final action:**		
Title:	Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020 to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sansom Extension 2021.pdf 10_01_2019 Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2020
Agenda Date: December 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020 to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms.

BACKGROUND:

At the beginning of Fiscal Year 2021, it was brought to staff's attention that the Letter of Agreement between the City of Cocoa and Jerry Sansom, State Lobbyist, expired on September 30, 2020. Lobbying costs have been budgeted for this fiscal year and pending the approval of City Council, staff will be able to move forward with processing a purchase order in order to continue the utilization of his advocacy services.

If approved, the amendment to the agreement shall be effective through September 30, 2021. This purchase is within the City Manager's spending authority. This would be the first of two (2) one (1) year renewal periods with the same fees, terms, and conditions as the original agreement.

Staff would like to note that Jerry Sansom has served as the City's state lobbyist since the 1990's and there is a substantial amount of institutional knowledge he has regarding the City's operations,

functions (with the City in general as well as our regional utility system) and our needs. Additionally, he is highly regarded for his comprehensive knowledge of the legislative process and his professional relationships are not limited to our local legislative delegation, but with representatives and senators throughout the state. The City also benefits in that he also represents the cities of Rockledge and Melbourne and his costs for services, especially as it relates to monitoring legislative activity and issues that may impact local government, reflect such. Moreover, the advocacy services the City receives not only include when the legislative session is underway, Mr. Sansom has assisted and represented the City locally and statewide before various state agencies as well as advocacy before the Governor and Cabinet.

Based on the foregoing, staff believes it is in the City's best interest to retain the services of Jerry Sansom as our lobbyist for state and local affairs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$18,000
Account Number	001-1600-513.31-00
Account Name	Professional Services

PREVIOUS ACTION:

The City received and accepted a Letter of Agreement for Legislative and Executive Representation from Jerry Sansom on October 8, 2019. The agreement was effective until September 30, 2020 and allows for two (2) additional one (1) year periods at the same fees, terms and conditions as per the agreement.

RECOMMENDED MOTION:

Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020 to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms.

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AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

JHS Consultants

Legislative and Executive Representation Agreement

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

This Amendment is to exercise the FIRST of two one (1) year periods of services to be provided by JHS Consultants for nonexclusive Legislative and Executive Representation for the City of Cocoa under the original terms and conditions made effective October 8, 2019.

This FIRST Amendment made by and between the City of Cocoa and JHS Consultants (referred to as "Sansom") shall be for a period of one (1) year through **September 30, 2021** at the same fees, terms and conditions. The City may have the option to renew for a second and final one (1) year extension upon the expiration of its' first renewal. Any change in fee, terms or conditions shall be in writing signed by the City and Sansom.

By signing below, each party indicates its approval of this Renewal Notice for Contract, including the renewal term and the pricing listed herein.

JHS Consultants ("Sansom")	**CITY OF COCOA**
By: Jerry H. Sansom	**By:** Stockton Whitten
(Print Name)	(Print Name)
JHS Consultant	City Manager
(Title)	(Title)
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Heath Hancher, Purchasing / Contracts Division Manager

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Office of the City Manager
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8737 I Fax: (321) 433-8690

October 8, 2019

Mr. Jerry H. Sansom
P.O. Box 98
Cocoa, FL 32923

Letter of Agreement for Legislative and Executive Representation

Dear Mr. Sansom:

This letter is to serve as a letter of agreement for Jerry Sansom, dba JHS Consultants (referred to as "Sansom") to continue providing nonexclusive Legislative and Executive representation for the City of Cocoa (referred to as the "City"). More specifically, this is to engage the services of Sansom to provide legislative consulting services to include representation on behalf of the City of Cocoa before the Governor, Cabinet, Legislature, Florida's various Executive agencies, and other governmental agencies. Said services shall be requested by the City on an as-needed basis under the following terms and conditions:

A. Scope of Services: Services shall be requested by the City on an as- needed basis. When requested, such services shall be prosecuted regularly, diligently, completely, and within the time specified by the City. Such services may include, but are not limited to:

1. Identify, review, monitor and analyze proposed and emerging State policies, programs, and legislation in connection with the City's interests.

2. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.

3. Assist the City Council and City staff in coordinating and developing the City's legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, transportation, environmental, affordable housing, economic development, utilities, revenue enhancement, annexation, mandates, and other municipal issues affecting the City.

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4. Monitor State legislative committee meetings, state agency hearings and meetings prior to or during the legislative session at which specific issues within the City's adopted legislative program are considered or which may significantly affect the City's interest.

5. Work with the City Council, City Attorney, and City staff in developing special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

6. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.

7. Appear and testify at State agency hearings, rule making proceedings and other administrative or legislative meetings in order to promote, oppose or seek passage of legislation, policies, or rules affecting the City or its citizens.

8. Coordinate appointments/meetings between the City Council, City Attorney, or other City staff and appropriate State officials and legislators.

9. Prepare briefings, reports (oral and written), and information bulletins pertinent to any State legislation, policies, rules or regulations that affect the City.

10. Prepare periodic written reports that summarize the status of the City's legislative program and priorities.

11. Assist the City in coordinating applications and obtaining State permits and grants.

12. Represent the City before the Brevard County Legislative Delegation and its members regarding the City's legislative program.

13. Attend City Council meetings and meetings with the City Attorney and City staff regarding any of the aforesaid.

B. Authorization:

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65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8737 I Fax: (321) 433-8690

1. The City Manager may authorize Sansom to work on minor projects on an as-needed basis.

2. The City Council may authorize Sansom to work on minor and/or major projects on an as-needed basis.

Prior to the City Manager or City Council authorizing any project, a consultation will need to be conducted to determine the scope of the project. No work shall be performed by Sansom unless approved by the City Manager or City Council as required hereunder.

C. Fees:

The rates paid will be a flat fee of $18,000.00 per City fiscal year from October 1 to September 30. The fee shall be earned on a monthly basis in increments of $1,500 per month. The time will be spent only on items directed by the City Manager and/or City Council and will be fully accounted for by written itemized invoices. The invoices will include the date of services rendered, a brief description of the services performed, and the time expended. The invoices will be sent quarterly to the City Manager's office and the City agrees to pay as required by the Florida Prompt Payment Act.

D. Costs:

The payment described in Paragraph C above shall be inclusive of all routine expenses including telephone, copying, and automobile gas and mileage. Costs such as airfare, overnight accommodations, and other significant costs will only be reimbursed after receiving prior approval from the City Manager or his/her designee.

E. Collection of Fees:

The City of Cocoa agrees to pay for the costs and fees incurred on its behalf. The costs/fees must be justified in writing on an itemized invoice and incurred pursuant to the terms and conditions contained in this Agreement.

F. Length of Agreement:

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Upon full execution by the parties, this Agreement shall remain in effect for a period of one year effective October 1, 2019 through September 30, 2020. The Agreement may be renewed for two (2) additional one (1) year periods at the same fees, terms, and conditions. Any change in fee, terms or conditions shall be in writing signed by the City and Sansom.

G. Termination:

The City of Cocoa has the right to terminate this Agreement at any time, at its sole discretion, without cause or penalty, by providing at least ten (10) days written notice. Upon receipt of said notice, Sansom's representation on behalf of the City will cease immediately unless the City directs otherwise in writing in order for Sansom to complete a specific pending assignment. Promptly after termination of this Agreement, Sansom shall deliver to the City all reports, memoranda and other documents accumulated or prepared by Sansom under this Agreement that constitute a public record under Chapter 119, Florida Statutes. The City shall not be responsible for any fees or expenses incurred after the date of termination unless agreed to in writing prior to the fees and expenses being incurred.

H. Indemnification. The following indemnity shall apply:

To the fullest extent permitted by law, Sansom 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 Sansom or any person employed by Sansom, or anyone for whose acts Sansom may be liable, excepting those acts or omissions arising out of the sole negligence of the City.

I. Conflict of Interest.

Sansom will not attempt to represent both the City and another client in any substantially related matter unless approved by the City in writing, or in any situation wherein Sansom has acquired confidential information from the City material to the matter, or in other situations where the relationship between a matter Sansom is asked

to handle for another client presents a conflict of interest with work performed for the City, or is suggestive of an actual conflict of interest, or that can have an actual and material adverse financial or legislative effect on the City.

J. Miscellaneous Provisions.

1. Sansom 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 hereunder including, but not limited to, licensing and lobbying requirements.

2. Sansom shall not use the City's name or seal in promotional materials without the prior written consent of the City.

3. Except as expressly provide under this Agreement and authorized by the City for a specific assignment, Sansom is not authorized to act as the City's agent and shall have no authority, express or implied, to act for or bind the City whatsoever.

4. Sansom shall not by virtue of this Agreement be considered an employee of the City. At all times during the term of this Agreement, Sansom shall be considered an independent contractor.

5. Pursuant to Chapter 119, Florida Statutes, Sansom 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 Sansom 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 Sansom. 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 Sansom are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written

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approval of the City's designated custodian of public records. Upon request by the City, Sansom shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours

of Sansom be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Sansom to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this

Agreement by the City upon delivery of a written notice of cancellation. If Sansom 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 Sansom's failure to comply with this Section, the City shall collect from Sansom prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Sansom. 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 Sansom's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

6. Sansom acknowledges and understands that the City and its activities are subject to the Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the City to conduct business in open meetings. Sansom will cooperate with the City to observe and comply with the requirements of said law in performing the services required hereunder.

7. This Agreement is governed by Florida law. Venue for any state action filed pertaining to this Agreement shall be in Brevard County, Florida. Venue for any federal action filed pertaining to this Agreement shall be Orlando, Florida.

8. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes.

K. Acceptance:

Office of the City Manager
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8737 I Fax: (321) 433-8690

By signature below, Sansom agrees to and accepts all the terms and conditions contained herein.

Sincerely,

John Titkanich
City Manager, City of Cocoa

Jerry H. Sansom
JHS Consultants

Legislation Details (With Text)

File #:	20-822	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/23/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Approve a Multi-Year Agreement with Online Solutions, LLC (“CitizenServe”) for a Subscription to Access and Use CitizenServe Software Services for an Online Building and Permitting Solution in the Amount of $96,600; Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $9,600 for a Total Project Cost of $106,200. Authorize the City Manager to Approve the Additional Two One-Year Renewals. (Assistant CIty Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Citizenserve Service Agreement signed - Cocoa FL 05-20-2019.pdf Updated 1st year Invoice.pdf Contingency Resolution CitizenServe.docx.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 23, 2020
Agenda Date: December 8, 2020
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Multi-Year Agreement with Online Solutions, LLC (“CitizenServe”) for a Subscription to Access and Use CitizenServe Software Services for an Online Building and Permitting Solution in the Amount of $96,600; Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $9,600 for a Total Project Cost of $106,200. Authorize the City Manager to Approve the Additional Two One-Year Renewals.

BACKGROUND:

The City of Cocoa has a recognized need to offer our customers and citizens an additional means to submit, monitor and receive approval of building permits and other online services. This has become increasingly pressing due to the COVID-19 pandemic and the potential risk of in person transactions. City staff has identified a software that is currently compatible with our existing legacy and 3rd party software providers that will also meet the regulatory requirements of the Florida Building Code on a platform that provides a customer service friendly experience. In addition to the in-person experience currently offered, customers would have the opportunity to fulfill the building permit requirements through the use of an online resource from start to finish of the permitting process. This is anticipated to result in greater efficiency and accuracy for customers and staff.

The Multi-Year Agreement shall be for the period remaining on the previously signed three-year Agreement through May 19, 2022, with two one-year optional amendments, which was not sent through council for approval. Staff is requesting the agreement entered on May 20, 2019 be approved by council for the purpose of providing the services outlined. The software is a new implementation and will consist of setup, training and implementation to include data migration and system integrations. It is anticipated to take 3 months to go live with the software. The software also offers the ability for the City to transition to an online planning and zoning service as well as licensing for the annual business tax receipts. These items will be completed as part of the second phase of implementation to begin after the building and permitting software is live.

The cost outlined within the contract under the additional services portion are estimates and unknown at this time. In order to ensure the project can be completed expeditiously, City staff is requesting approval of change orders or other related purchases as there may be a cost adjustment based on the amount of data that is migrated and additional software integration costs (Naviline, First Billing). The additional $9,600 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.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

Year One - FY2021

Amount Requested	$48,600.00
Account Number	001-1600-513.56-15
Account Name	I.T. Related Operating

Project Contingency $9,600

Year Two - FY2022 $24,000

(Two One-Year Optional Renewals At $24,000 each)

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the City of Cocoa, Florida ("Customer") with its principal place of business at 65 Stone St, Cocoa, FL 32922 is made effective as of 05/15/2019 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:
CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services (the "Effective Date"). On the Effective Date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:
Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:
CitizenServe shall provide access to the Software Service in accordance with the following service provisions:

A. Full backups of Customer data shall occur nightly and shall be stored in regionally diverse locations to mitigate the impact of a regional disaster. Full database backups shall be archived indefinitely (for a period of greater than five years).

B. CitizenServe shall provide the Software Services in such a manner that Customer's users will be prohibited from deleting data from the software. In addition, CitizenServe agrees that it shall be prohibited from purging or deleting any Customer data from the database.

C. CitizenServe shall endeavor to notify Customer in advance of all suspensions in the Software Service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Software Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Software Services or materially restricts Customer's use of the Software Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Software Services but a fault exists in the Software Services that restricts Customer's use of the Software Services.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Software Services.

CitizenServe will make commercially reasonable efforts to respond to Software Services incidents for live production systems using the following guidelines:

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citizenserve

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	CitizenServe will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	CitizenServe will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	CitizenServe will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	CitizenServe will respond within 24 hours of the issue being reported.	95%

CitizenServe will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason and at any time.

The escalation process will be as follows:

Escalation Level 1 – Citizenserve Account Manager, Ray Barker. 800-325-9818 x708
Escalation Level 2 – Citizenserve Account Manager, Ray Barker. 800-325-9818 x708
Escalation Level 3 – Customer to enter an "Urgent" Support Request in Citizenserve
Escalation Level 4 – Customer to enter a "Standard" Support Request in Citizenserve

CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERM AND TERMINATION:
The Initial Term of this Agreement shall be for a period of three years from the Effective Date of this Agreement.. CitizenServe agrees that it shall provide the Software Services at the user rates provided in the Order Form for the Initial Term. Total yearly fees may vary should Customer require the addition or reduction of the number of users. Upon expiration of the Initial Term, the Software Services may be renewed by written request of the Customer for two additional one-year terms. Either party may terminate this agreement for convenience if the terminating party gives the other party sixty (60) day's written notice prior to termination. In addition, in the event that CitizenServe shall fail to satisfy any of its obligations set forth in this Agreement, the Customer shall provide CitizenServe written notice of such default. CitizenServe shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the Customer (the **"Cure Period"**). If CitizenServe shall fail to cure such default within the Cure Period, then the Customer may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law or in this Agreement including, but not limited to, termination. CitizenServe may terminate services if payments are not received by CitizenServe as specified herein upon ten (10) days' prior written notice to Customer. In the event of termination, CitizenServe shall refund any portion of the yearly fees, prorated on a monthly basis, for services not received.\

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data without charge, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. NO THIRD PARTY RIGHTS
The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this agreement.

6. ACCEPTABLE USE:
Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

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7. PAYMENTS:

Customer shall pay to CitizenServe the fees stated in the Order Form in accordance with the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

8. INDEMNITY:

A. CitizenServe shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of the Software Services infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "IP Rights"). CitizenServe shall have no obligation under this Section 8.A unless Customer promptly gives notice to CitizenServe within fifteen (15) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve CitizenServe of its liability and obligations under this Section 8.A only to the extent that CitizenServe is prejudiced by such later notice) and allows CitizenServe to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If Software Services is, or in CitizenServe's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then CitizenServe, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

- modify or replace all or the allegedly infringing part of the Software Services so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- procure for Customer the right to continue using the allegedly infringing part of the Software Services; or
- remove all or the allegedly infringing part of the Software Service and terminate the Agreement.

B. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, CitizenServe shall defend, indemnify, and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of CitizenServe. For purposes of this indemnification only, this includes claims made by the employees of CitizenServe against the Customer, and CitizenServe hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. The indemnification provided herein shall obligate CitizenServe to defend at its own expense or to provide for such defense, at the option of the Customer, 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 Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

The indemnity provisions herein shall survive termination of this Agreement.

9. SECURITY:

CitizenServe will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. CitizenServe will review and test such safeguards on no less than an annual basis.

10. SOVEREIGN IMMUNITY:

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

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11. INSURANCE:

During the term of this Agreement, CitizenServe shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

- Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.
- CitizenServe shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by CitizenServe or by anyone directly employed by or contracting with CitizenServe.
- CitizenServe shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the Customer pursuant to this Agreement.

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

12. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CitizenServe 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 CitizenServe related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the CitizenServe. 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 CitizenServe are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

IF CITIZENSERVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITIZENSERVE'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, 65 Stone Street, Cocoa, Florida 32922.

CitizenServe is required to and agrees to comply with public records laws. CitizenServe shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. CitizenServe shall provide the Customer, 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. CitizenServe 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, CitizenServe shall transfer to the Customer, at no cost, all public records in possession of the CitizenServe, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CitizenServe shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the CitizenServe 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 Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify CitizenServe of the request and the CitizenServe shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the CitizenServe does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. CitizenServe acknowledges that if the CitizenServe does not provide the public records to the Customer within a reasonable time, the CitizenServe may be subject to penalties under Section 119.10, Florida Statutes. The CitizenServe acknowledges that if a civil action is filed against the CitizenServe to compel production of public records relating to this Agreement, the court may assess and award against CitizenServe the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the CitizenServe, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by CitizenServe to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral

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cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If CitizenServe fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CitizenServe's failure to comply with this Section, the Customer shall collect from CitizenServe prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against CitizenServe. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the CitizenServe's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

13. CONFIDENTIALITY:

Confidential Information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying. Confidential Information of CitizenServe includes its proprietary software and algorithms, methods, techniques, and processes revealed by the Software Services that constitute a trade secret as defined in Section 812.081, Florida Statutes, and as provided for in Sections 815.04(3) and 815.045, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. Further, the parties agree that Confidential Information does not include Customer's data stored within CitizenServe's proprietary software or any input and/or output sensory displays of or from the proprietary software. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information.

14. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

15. ACCEPTANCE:

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer:	**"Customer"**	**Online Solutions, LLC**	
Date:	5/17/19	Date:	5/20/19
Signature:		Signature:	
Print Name:	John A. Titkanich, Jr.	Print Name:	Jim Garvey
Title:	City Manager	Title:	Manager

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Order Form

Account Name: The City of Cocoa, Florida

Contact Information:
Val Perez
Building Official
The City of Cocoa
65 Stone St
Cocoa, FL 32922
Email: vperez@cocoafl.org
Phone: (321) 433-8533

Billing Information:
John Titkanich
City Manager
The City of Cocoa
65 Stone St
Cocoa, FL 32922
Email: jtitkanich@cocoafl.org
Phone: (321) 433-8686

Contact Term:
Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 05/15/2019
Service Term Ends: 05/14/2020

Components to be Implemented:
Building Permits
Planning and Zoning
Licensing
Citizen Access Pages

Fees:

16 User Subscriptions	$1,500 per named user per year	$24,000.00
Setup, Training and Implementation	$600 per named user	$9,600.00
Additional Services	Data Migration (Naviline- Building Permits, Planning and Zoning, Licenses)	$10,000.00
	System Integration (not requested)	$0.00
	Payment processors integration (First Billing Services)	$5,000.00
	Batch load of parcel data and ongoing updates	$0.00
	Batch load of GIS data layers and ongoing updates	$0.00
	Total 1st Year Fees	**$48,600.00**
	Each Additional Year Fees	**$24,000.00**

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature

Jim Garvey
Print or Type Name of Signatory

5/20/19
Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

Authorized Signature

John A. Titkanich Jr.
Print or Type Name of Signatory

5/19/2019
Execution Date

Address:
The City of Cocoa
65 Stone St
Cocoa, FL 32922

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citizenserve

Order Form

Appendix A – Citizenserve existing payment processors

Authorizenet
Biqsho
Civitek
Civitekpaynow
Convergys
Cyber
Ets
Forte
Invoicecloud
Openedge
Paybill
Payeezy
Paypal
Ppg
Psn
Scgovpegv2
Scgovpegv3
Unibank
Xpress
Xpressv2

Integration with Payment processor not on this list will incur a onetime charge of $5,000

All rights reserved. Confidential.

Online Solutions LLC
1101 E. Warner Rd Suite 160
Tempe, AZ 85284 US
(800)325-9818x703
jim@citizenserve.com
www.citizenserve.com

BILL TO
City of Cocoa ATTN: Stockton Whitten City Manager 65 Stone St Cocoa, FL 32922

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3940	11/25/2020	$48,600.00	11/25/2020	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Annual Billing Annual billing for 16 CitizenServe user subscriptions (11/25/2020 - 11/24/2021)	16	1,500.00	24,000.00
Setup Fee Setup fee for CitizenServe including installation and training	16	600.00	9,600.00
Data Migration Naviline- Building Permits, Planning and Zoning, Licenses	1	10,000.00	10,000.00
Systems Integration Payment Processor: First Billing Services	1	5,000.00	5,000.00

BALANCE DUE **$48,600.00**

Legislation Details (With Text)

File #:	20-789	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report -October 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2020
Agenda Date: December 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending October 2020 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This October 2020 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

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FY 2021 Budget by Classification Report - Summary Listing

10/31/2020

Target for October 2020 is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 216,331	$ 9,858,098	2%
OTHER PERMITS AND FEES	$ 4,403,003		$ 23,679	$ 4,379,324	1%
INTERGOVERNMENTAL	$ 2,143,845		$ 97,434	$ 2,046,411	5%
CHARGES FOR SERVICES	$ 12,422,689		$ 1,010,828	$ 11,411,861	8%
FINES AND FORFEITURES	$ 14,813		$ 637	$ 14,176	4%
MISCELLANEOUS	$ 768,133		$ 68,582	$ 699,551	9%
OTHER SOURCES (NON-REVENUE)	$ 11,486,160		$ 786,888	$ 10,699,272	7%
REVENUE TOTALS	**$ 41,313,072**		**$ 2,204,379**	**$ 39,108,693**	**5%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,711,296	$ -	$ 1,181,349	$ 23,529,947	5%
OPERATING EXPENDITURES	$ 12,533,960	$ 1,607,932	$ 624,779	$ 10,301,249	18%
CAPITAL OUTLAY	$ 1,001,504	$ 194,764	$ 14,878	$ 791,862	21%
GRANTS, AIDS AND OTHER	$ 3,066,312	$ -	$ 491,084	$ 2,575,228	16%
EXPENSE TOTALS	**$ 41,313,072**	**$ 1,802,696**	**$ 2,312,090**	**$ 37,198,286**	**10%**
REVENUE TOTALS	**$ 41,313,072**	**$ -**	**$ 2,204,379**	**$ 39,108,693**	**5%**
EXPENSE TOTALS	**$ 41,313,072**	**$ 1,802,696**	**$ 2,312,090**	**$ 37,198,286**	**10%**
	$ -	**$ (1,802,696)**	**$ (107,711)**	**$ 1,910,407**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	0	.00		0	.00		6,626,904	6,626,904.00
20	00	DELINQUENT TAXES	0	.00		0	.00		15,000	15,000.00
25	00	PENALTIES RE: TAXES	0	.00		0	.00		5,000	5,000.00
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	0	.00		0	.00		6,846,904	6,846,904.00
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	34,377.94	75	46,144	34,377.94	75	553,736	519,358.06
312	**	SALES USE AND FUEL TAXES	46,144	34,377.94	75	46,144	34,377.94	75	553,736	519,358.06
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	.00		125,000	.00		1,500,000	1,500,000.00
30	00	WATER-COCOA	30,423	30,336.25	100	30,423	30,336.25	100	365,082	334,745.75
40	00	GAS	1,433	.00		1,433	.00		17,200	17,200.00
80	00	PROPANE	1,666	.00		1,666	.00		20,000	20,000.00
314	**	UTILITY SERVICE TAX	158,522	30,336.25	19	158,522	30,336.25	19	1,902,282	1,871,945.75
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	50,411.77	98	51,292	50,411.77	98	615,507	565,095.23
315	**	COMMUNICATION SERVICE TAX	51,292	50,411.77	98	51,292	50,411.77	98	615,507	565,095.23
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	100,000	101,204.60	101	100,000	101,204.60	101	156,000	54,795.40
316	**	LOCAL BUSINESS TAX	100,000	101,204.60	101	100,000	101,204.60	101	156,000	54,795.40
310	***	TAXES	355,958	216,330.56	61	355,958	216,330.56	61	10,074,429	9,858,098.44
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	.00		116,666	.00		1,400,000	1,400,000.00
40	00	GAS	2,900	.00		2,900	.00		34,800	34,800.00
70	00	SOLID WASTE	15,641	17,461.08	112	15,641	17,461.08	112	187,703	170,241.92
323	**	FRANCHISE FEES	135,207	17,461.08	13	135,207	17,461.08	13	1,622,503	1,605,041.92
325		SPECIAL ASSESSMENT								
22	01	CHARGES FOR PUBLIC SVCS	0	2,443.10		0	2,443.10		2,614,500	2,612,056.90
22	02	DELINQUENT TAX	0	.00		0	.00		2,000	2,000.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
22	03	PENALTIES	0	.00		0	.00		2,000	2,000.00
22	04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22	*	FIRE PROTECTION	0	2,443.10		0	2,443.10		2,768,500	2,766,056.90
325	**	SPECIAL ASSESSMENT	0	2,443.10		0	2,443.10		2,768,500	2,766,056.90
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	833	3,675.00	441	833	3,675.00	441	10,000	6,325.00
35	00	FIRE INSPECTIONS	166	100.00	60	166	100.00	60	2,000	1,900.00
329	**	OTHER PERMITS & FEES	999	3,775.00	378	999	3,775.00	378	12,000	8,225.00
320	***	OTHER PERMITS & FEES	136,206	23,679.18	17	136,206	23,679.18	17	4,403,003	4,379,323.82
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	42,750.00		0	42,750.00		171,000	128,250.00
20	15	VICTIMS OF CRIME ACT GRNT	10,574	.00		10,574	.00		126,896	126,896.00
20	16	INTERNET CRIMES GRANT	833	.00		833	.00		10,000	10,000.00
20	19	JAG 2020-DJ-BX-0410	0	.00		0	.00		16,617	16,617.00
20	*	PUBLIC SAFETY	11,407	42,750.00	375	11,407	42,750.00	375	324,513	281,763.00
39	12	USDA/FOREST SVC 26866	0	.00		0	.00		15,000	15,000.00
39	*	OTHER PHYSCAL ENVIRONMENT	0	.00		0	.00		15,000	15,000.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	11,407	42,750.00	375	11,407	42,750.00	375	339,513	296,763.00
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334		STATE GRANT								
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
334	STATE GRANT								
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	42,216.81	101	41,916	42,216.81	101	503,000	460,783.19
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	12,736	11,955.93	94	152,832	140,876.07
12 *	STATE REVENUE SHARING	54,652	54,172.74	99	54,652	54,172.74	99	655,832	601,659.26
14 00	MOBILE HOME LICENSES	1,833	511.12	28	1,833	511.12	28	22,000	21,488.88
15 00	ALCOHOLIC BEVERAGE	416	.00		416	.00		5,000	5,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	.00		87,875	.00		1,054,500	1,054,500.00
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		16,000	16,000.00
29 *	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	146,859	54,683.86	37	146,859	54,683.86	37	1,778,332	1,723,648.14
337	GRANTS FROM LOCAL UNITS								
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	158,266	97,433.86	62	158,266	97,433.86	62	2,143,845	2,046,411.14
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	548,813	548,814.00	100	6,585,764	6,036,950.00
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	14,895	14,897.00	100	178,749	163,852.00
40 00	CERTIFY/COPY/SEARCH	8,000	95.50	1	8,000	95.50	1	96,000	95,904.50
90 12	PASSPORT EXECUTION FEES	166	.00		166	.00		2,000	2,000.00
341 **	GENERAL GOVERNMENT	571,874	563,806.50	99	571,874	563,806.50	99	6,862,513	6,298,706.50
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		2,500	.00		30,000	30,000.00
90 00	OTHER PUBLIC SAFETY	83	.00		83	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	708	570.00	81	708	570.00	81	8,500	7,930.00
90 *	OTHER PUBLIC SAFETY	791	570.00	72	791	570.00	72	9,500	8,930.00
342 **	PUBLIC SAFETY	3,291	570.00	17	3,291	570.00	17	39,500	38,930.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	41,916.75	103	40,911	41,916.75	103	490,941	449,024.25

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
37 11	ROCKLEDGE	24,041	.00		24,041	.00		288,493	288,493.00
37 12	SUN LAKE	317	.00		317	.00		3,814	3,814.00
37 13	CLNY PK-M.I.UTIL CO.	159	.00		159	.00		1,917	1,917.00
37 16	COCOA BEACH	9,407	9,434.71	100	9,407	9,434.71	100	112,886	103,451.29
37 17	CAPE CANAVERAL	7,755	7,778.05	100	7,755	7,778.05	100	93,062	85,283.95
37 18	TITUSVILLE	352	.00		352	.00		4,231	4,231.00
37 *	WATER BILLING SERVICES	82,942	59,129.51	71	82,942	59,129.51	71	995,344	936,214.49
39 01	SERVICE CHARGES	33,333	56,084.80	168	33,333	56,084.80	168	400,000	343,915.20
39 03	ADMIN CHARGES	31,750	36,240.00	114	31,750	36,240.00	114	381,000	344,760.00
39 04	PENALTIES	65,804	59,004.78	90	65,804	59,004.78	90	789,650	730,645.22
39 05	NSF CHECKS	2,879	2,182.21	76	2,879	2,182.21	76	34,552	32,369.79
39 *	WATER OTHER INCOME	133,766	153,511.79	115	133,766	153,511.79	115	1,605,202	1,451,690.21
41 10	SOLID WASTE	162,795	162,836.85	100	162,795	162,836.85	100	1,953,540	1,790,703.15
41 20	RECYCLING REVENUE	23,903	27,427.24	115	23,903	27,427.24	115	286,842	259,414.76
41 30	GREEN WASTE	15,783	16,284.92	103	15,783	16,284.92	103	189,399	173,114.08
41 *	GARBAGE COLLECTION	202,481	206,549.01	102	202,481	206,549.01	102	2,429,781	2,223,231.99
45 10	BILLING FEE - WASTE MGMT	8,709	.00		8,709	.00		104,519	104,519.00
45 *	GARBAGE-OTHER REVENUE	8,709	.00		8,709	.00		104,519	104,519.00
90 01	FDOT MEDIAN MAINT	0	17,782.50		0	17,782.50		71,130	53,347.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		218,805	218,805.00
90 *	OTHER PHYSICAL ENVIRON	0	17,782.50		0	17,782.50		289,935	272,152.50
343 **	PHYSICAL ENVIRONMENT	427,898	436,972.81	102	427,898	436,972.81	102	5,424,781	4,987,808.19
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	2,500	1,713.13	69	2,500	1,713.13	69	30,000	28,286.87
39 11	TENANT MAINTENANCE FEES	100	51.36	51	100	51.36	51	1,200	1,148.64
39 20	COCOA CIVIC CENTER	2,083	4,352.66	209	2,083	4,352.66	209	25,000	20,647.34
39 30	RIVERFRONT PARK	1,666	1,565.00	94	1,666	1,565.00	94	20,000	18,435.00
39 *	OTHER CULTURAL SERVICES	6,349	7,682.15	121	6,349	7,682.15	121	76,200	68,517.85
40 05	SPECIAL EVENT PERMITS	625	1,050.00	168	625	1,050.00	168	7,500	6,450.00
50 10	EVENT FEES	307	746.46	243	307	746.46	243	3,695	2,948.54
50 30	ADVERTISING/SPONSORSHIPS	708	.00		708	.00		8,500	8,500.00
50 *	SPECIAL REC FACILITIES	1,015	746.46	74	1,015	746.46	74	12,195	11,448.54

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	7,989	9,478.61	119	7,989	9,478.61	119	95,895	86,416.39
340	***	CHARGES FOR SERVICES	1,011,052	1,010,827.92	100	1,011,052	1,010,827.92	100	12,422,689	11,411,861.08
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	90 00	OTHER	1,234	636.61	52	1,234	636.61	52	14,813	14,176.39
351	**	JUDGMENTS AND FINES	1,234	636.61	52	1,234	636.61	52	14,813	14,176.39
350	***	FINES AND FORFEITURES	1,234	636.61	52	1,234	636.61	52	14,813	14,176.39
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	3,673	7,748.69	211	3,673	7,748.69	211	44,083	36,334.31
	10 02	INVESTMENT INTEREST	1,224	427.52	35	1,224	427.52	35	14,694	14,266.48
	10 10	SBA	1,224	128.85	11	1,224	128.85	11	14,694	14,565.15
	10 11	INTEREST/CBOS	1,224	.00		1,224	.00		14,694	14,694.00
	10 *	INTEREST	7,345	8,305.06	113	7,345	8,305.06	113	88,165	79,859.94
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,345	8,305.06	113	7,345	8,305.06	113	88,165	79,859.94
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	37,000	36,598.83	99	37,000	36,598.83	99	125,886	89,287.17
362	**	RENT AND ROYALTIES	37,000	36,598.83	99	37,000	36,598.83	99	125,886	89,287.17
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
	10 15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		0	.00		33,180	33,180.00
	10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		33,180	33,180.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		33,180	33,180.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
366	CONTRIBUTIONS & DONATIONS								
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	2,718.68		0	2,718.68		0	2,718.68-
90 02	POLICE SECURITY SERVICES	6,250	5,997.00	96	6,250	5,997.00	96	75,000	69,003.00
90 03	CODE ENF ABATE/DEMO REV	7,916	5,086.29	64	7,916	5,086.29	64	95,000	89,913.71
90 04	MISC. POLICE REVENUES	83	279.79	337	83	279.79	337	1,000	720.21
90 05	INVESTIGATIVE COSTS REIM	4,250	9,596.68	226	4,250	9,596.68	226	51,000	41,403.32
90 09	PROPERTY REGISTRATION	625	.00		625	.00		7,500	7,500.00
90 *	OTHER MISC REVENUES	19,124	23,678.44	124	19,124	23,678.44	124	229,500	205,821.56
96 00	INSURANCE REFUND/PROCEEDS	323	.00		323	.00		3,870	3,870.00
369 **	OTHER MISC REVENUES	19,447	23,678.44	122	19,447	23,678.44	122	233,370	209,691.56
360 ***	MISCELLANEOUS REVENUES	63,792	68,582.33	108	63,792	68,582.33	108	768,133	699,550.67
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,439	21,439.92	100	21,439	21,439.92	100	257,279	235,839.08
91 *	TRANSFER FROM	21,439	21,439.92	100	21,439	21,439.92	100	257,279	235,839.08
381 **	INTERFUND TRANSFER	21,439	21,439.92	100	21,439	21,439.92	100	257,279	235,839.08
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	650,865	650,865.67	100	7,810,388	7,159,522.33
40 01	6% PILOFF	114,582	114,582.75	100	114,582	114,582.75	100	1,374,993	1,260,410.25
40 *	CONTRIBUTIONS	765,447	765,448.42	100	765,447	765,448.42	100	9,185,381	8,419,932.58
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	765,447	765,448.42	100	9,185,381	8,419,932.58
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	170,291	.00		170,291	.00		2,043,500	2,043,500.00
99 *	BALANCE FORWARD	170,291	.00		170,291	.00		2,043,500	2,043,500.00
389 **	NON OPERATING SOURCES	170,291	.00		170,291	.00		2,043,500	2,043,500.00
380 ***	OTHER SOURCES(NON-REV)	957,177	786,888.34	82	957,177	786,888.34	82	11,486,160	10,699,271.66
FUND TOTAL	GENERAL FUND	2,683,685	2,204,378.80	82	2,683,685	2,204,378.80	82	41,313,072	39,108,693.20

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	2657	2550.00	96	.00	31895	29345.00	8
11 **	EXECUTIVE SALARIES	2657	2550.00	96	2657	2550.00	96	.00	31895	29345.00	8
12-00	REGULAR SALARIES & WAGES	1070621	548298.82	51	1070621	548298.82	51	.00	12847586	12299287.18	4
12-06	SALARIES/CONTRACTUAL	2083	1191.75	57	2083	1191.75	57	.00	25000	23808.25	5
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	10784	117697.40	1091	10784	117697.40	1091	.00	129429	11731.60	91
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1083488	667187.97	62	1083488	667187.97	62	.00	13002015	12334827.03	5
13-00	OTHER SALARIES & WAGES	58496	28930.13	50	58496	28930.13	50	.00	711429	682498.87	4
13 **	OTHER SALARIES & WAGES	58496	28930.13	50	58496	28930.13	50	.00	711429	682498.87	4
14-00	OVERTIME	33588	36611.66	109	33588	36611.66	109	.00	403121	366509.34	9
14-01	COMP TIME	583	.00	0	583	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	36611.66	107	34171	36611.66	107	.00	410121	373509.34	9
15-00	SPECIAL PAY	28198	17136.46	61	28198	17136.46	61	.00	338400	321263.54	5
15 **	SPECIAL PAY	28198	17136.46	61	28198	17136.46	61	.00	338400	321263.54	5
20-00	CLOTHING/SHOE ALLOWANCE	1905	.00	0	1905	.00	0	.00	22870	22870.00	0
20 **	CLOTHING/SHOE ALLOWANCE	1905	.00	0	1905	.00	0	.00	22870	22870.00	0
21-00	FICA TAXES	89882	56649.67	63	89882	56649.67	63	.00	1079437	1022787.33	5
21 **	FICA TAXES	89882	56649.67	63	89882	56649.67	63	.00	1079437	1022787.33	5
22-00	RETIREMENT CONTRIBUTIONS	73528	39341.92	54	73528	39341.92	54	.00	882461	843119.08	5
22-01	FIREFIGHTERS	200235	113991.29	57	200235	113991.29	57	.00	2402831	2288839.71	5
22-02	STATE CONTRIBUTIONS	30144	.00	0	30144	.00	0	.00	287532	287532.00	0
22-03	ICMA - CITY MANAGER	1250	.00	0	1250	.00	0	.00	15000	15000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	305157	153333.21	50	305157	153333.21	50	.00	3587824	3434490.79	4
23-00	LIFE/HEALTH INSURANCE	25701	19570.81	76	25701	19570.81	76	.00	314491	294920.19	6
23-02	LIFE/HEALTH GF RETIREES	38984	.00	0	38984	.00	0	.00	467812	467812.00	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	144207.06	45	320365	144207.06	45	.00	3844514	3700306.94	4
23 **	LIFE/HEALTH INSURANCE	385050	163777.87	43	385050	163777.87	43	.00	4626817	4463039.13	4
24-00	WORKER'S COMPENSATION	55566	44368.46	80	55566	44368.46	80	.00	667248	622879.54	7
24 **	WORKER'S COMPENSATION	55566	44368.46	80	55566	44368.46	80	.00	667248	622879.54	7
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	5000	5000.00	0
27-00	BENEFIT OFFSET	19020	10803.66	57	19020	10803.66	57	.00	228240	217436.34	5
27 **	BENEFIT OFFSET	19020	10803.66	57	19020	10803.66	57	.00	228240	217436.34	5
31-00	PROFESSIONAL SERVICES	40612	60140.35	148	40612	60140.35	148	136510.97	377907	181255.68	52
31-01	LEGAL EXPENSES	37705	.00	0	37705	.00	0	4397.00	452473	448076.00	1
31-02	MEDICAL SERVICES	4035	.00	0	4035	.00	0	7260.00	48420	41160.00	15
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	.00	13500	13500.00	0
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	12787.20	512	2500	12787.20	512	5527.80	30000	11685.00	61
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	16602	6212.43	37	16602	6212.43	37	6212.43-	199238	199238.00	0
31 **	PROFESSIONAL SERVICES	102579	79139.98	77	102579	79139.98	77	147483.34	1121538	894914.68	20
32-00	ACCOUNTING & AUDITING	6833	5000.00	73	6833	5000.00	73	5000.00-	82000	82000.00	0
32 **	ACCOUNTING & AUDITING	6833	5000.00	73	6833	5000.00	73	5000.00-	82000	82000.00	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
34-00	CONTRACT SERVICES	93358	31856.11	34	93358	31856.11	34	192432.49	1065786	841497.40	21
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	.00	0	163833	.00	0	.00	1966000	1966000.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	15090.77	82	18466	15090.77	82	188138.63	221600	18370.60	92
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	275657	46946.88	17	275657	46946.88	17	380571.12	3253386	2825868.00	13
39-00	CONTINGENCY	47615	.00	0	47615	.00	0	.00	571387	571387.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	47615	.00	0	47615	.00	0	.00	571387	571387.00	0
40-00	TRAVEL & PER DIEM	7466	389.44	5	7466	389.44	5	.00	89689	89299.56	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7466	389.44	5	7466	389.44	5	.00	89689	89299.56	0
41-00	COMMUNICATION	13636	8586.98	63	13636	8586.98	63	122430.78	163688	32670.24	80
41 **	COMMUNICATION	13636	8586.98	63	13636	8586.98	63	122430.78	163688	32670.24	80
42-00	POSTAGE & FREIGHT	35649	2214.46	6	35649	2214.46	6	875.00	427905	424815.54	1
42 **	POSTAGE & FREIGHT	35649	2214.46	6	35649	2214.46	6	875.00	427905	424815.54	1
43-00	ELECTRIC/WATER/SEWER	65538	5519.10	8	65538	5519.10	8	645816.00	786484	135148.90	83
43 **	ELECTRIC/WATER/SEWER	65538	5519.10	8	65538	5519.10	8	645816.00	786484	135148.90	83
44-00	RENTALS AND LEASES	11551	375.00	3	11551	375.00	3	10890.00	138649	127384.00	8
44 **	RENTALS AND LEASES	11551	375.00	3	11551	375.00	3	10890.00	138649	127384.00	8
45-00	INSURANCE	47461	127150.63	268	47461	127150.63	268	.00	569574	442423.37	22

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
45 **	INSURANCE	47461	127150.63	268	47461	127150.63	268	.00	569574	442423.37	22
46-00	REPAIRS & MAINTENANCE	148196	217620.48	147	148196	217620.48	147	102778.12	540389	219990.40	59
46-02	REPAIR/MAINT BUILDING	21891	5296.14	24	21891	5296.14	24	35056.00	262701	222348.86	15
46-03	REPAIR/MAINT-VEHICLES	12331	693.92	6	12331	693.92	6	2948.37	275556	271913.71	1
46-05	HYDRANT FEES	19246	19210.38	100	19246	19210.38	100	.00	230960	211749.62	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	201664	242820.92	120	201664	242820.92	120	140782.49	1309606	926002.59	29
47-00	PRINTING & BINDING	14030	990.60	7	14030	990.60	7	24.00	168419	167404.40	1
47 **	PRINTING & BINDING	14030	990.60	7	14030	990.60	7	24.00	168419	167404.40	1
48-00	PROMOTIONAL ACTIVITIES	5522	54929.24-	995-	5522	54929.24-	995-	3231.00-	66325	124485.24	88-
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	833	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	6355	54929.24-	864-	6355	54929.24-	864-	3231.00-	76325	134485.24	76-
49-00	OTHER CHARGES & OBLIG.	17781	1041.42	6	17781	1041.42	6	108210.94	245614	136361.64	45
49-02	ADVERTISING	82	.00	0	82	.00	0	.00	1000	1000.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	416	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4472.48-	0	0	4472.48-	0	.00	0	4472.48	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	19945	3431.06-	17-	19945	3431.06-	17-	108210.94	271614	166834.12	39
51-00	OFFICE SUPPLIES	3522	1004.44	29	3522	1004.44	29	154.61	42373	41213.95	3
51 **	OFFICE SUPPLIES	3522	1004.44	29	3522	1004.44	29	154.61	42373	41213.95	3
52-00	OPERATING SUPPLIES	60936	68981.80	113	60936	68981.80	113	34918.79	659408	555507.41	16

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
52-02	UNIFORMS	2811	.00	0	2811	.00	0	22600.00	33750	11150.00	67
52-05	EMS 1st RESP-CONSUM SUPP	3803	3829.15	101	3803	3829.15	101	2747.75	45640	39063.10	14
52-07	JANITORIAL SUPPLIES	3072	1489.43	49	3072	1489.43	49	.00	36886	35396.57	4
52-10	HEATING FUEL	247	.00	0	247	.00	0	2968.00	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	1415	3513.00	248	1415	3513.00	248	.00	16980	13467.00	21
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	.00	0	1385	.00	0	.00	16617	16617.00	0
52-22	JAG BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	16971	.00	0	16971	.00	0	.00	203709	203709.00	0
52-33	EMPLOYEE HEALTH CENTER	8379	274.46	3	8379	274.46	3	274.46-	100548	100548.00	0
52 **	OPERATING SUPPLIES	99019	78087.84	79	99019	78087.84	79	62960.08	1116506	975458.08	13
53-00	ROAD MATERIALS/SUPPLIES	2333	2266.18	97	2333	2266.18	97	5900.00	28000	19833.82	29
53 **	ROAD MATERIALS/SUPPLIES	2333	2266.18	97	2333	2266.18	97	5900.00	28000	19833.82	29
54-00	MEMBERSHIP/PUBLICATIONS	9773	11564.64	118	9773	11564.64	118	2538.50-	67163	58136.86	13
54 **	MEMBERSHIP/PUBLICATIONS	9773	11564.64	118	9773	11564.64	118	2538.50-	67163	58136.86	13
55-00	TRAINING	15897	11712.00	74	15897	11712.00	74	.00	127816	116104.00	9
55-01	EDA PROGRAM	833	.00	0	833	.00	0	.00	10000	10000.00	0
55 **	TRAINING	16730	11712.00	70	16730	11712.00	70	.00	137816	126104.00	9
56-15	IT-RELATED OPERATING EXP	196608	59370.26	30	196608	59370.26	30	7397.18-	2097973	2045999.92	3
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	1155	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	197763	59370.26	30	197763	59370.26	30	7397.18-	2111838	2059864.92	3
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

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
58 **	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	25000	.00	0	25000	.00	0	59691.44	300000	240308.56	20
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	81498.99	0	81498.99-	0
63 **	INFRASTRUCTURE	25000	.00	0	25000	.00	0	141190.43	300000	158809.57	47
64-00	MACHINERY AND EQUIPMENT	55692	14878.24	27	55692	14878.24	27	53573.36	668324	599872.40	10
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	2765	.00	0	.00	33180	33180.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	58457	14878.24	26	58457	14878.24	26	53573.36	701504	633052.40	10
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0

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
81-00	AIDS TO GOVT AGENCY	81546	.00	0	81546	.00	0	.00	978560	978560.00	0
81 **	AIDS TO GOVT AGENCY	81546	.00	0	81546	.00	0	.00	978560	978560.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	1266	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	18659.88	0	0	18659.88	0	.00	0	18659.88-	0
83 **	OTHER GRANTS & AIDS	1266	18659.88	1474	1266	18659.88	1474	.00	15200	3459.88-	123
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
91-07	BUILDING PERMITS	27237	326846.00	1200	27237	326846.00	1200	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145578.33	100	145475	145578.33	100	.00	1745706	1600127.67	8
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	172712	472424.33	274	172712	472424.33	274	.00	2072552	1600127.67	23

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
FUND 001	TOTAL *********										
	GENERAL FUND	3587690	2312090.59	64	3587690	2312090.59	64	1802695.47	41313072	37198285.94	10
GRAND	TOTAL *********										
		3587690	2312090.59	64	3587690	2312090.59	64	1802695.47	41313072	37198285.94	10

FY 2021 Budget by Classification Report - Summary Listing

10/31/2020

Target for October 2020 is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 5,482,035	$ 61,044,341	8%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 13,186	$ 79,892	14%
OTHER SOURCES (NON-REVENUE)	$ 8,567,533		$ 42,350	$ 8,525,183	0%
REVENUE TOTALS	**$ 75,186,987**	-	**$ 5,537,571**	**$ 69,649,416**	**7%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,087,660	$ -	$ 936,169	$ 16,151,491	5%
OPERATING EXPENDITURES	$ 28,889,540	$ 5,247,715	$ 1,282,411	$ 22,359,414	23%
CAPITAL OUTLAY	$ 979,322	$ 1,120,368	$ 149,980	$ (291,026)	130%
GRANTS, AIDS AND OTHER	$ 28,230,465	$ -	$ 12,799,810	$ 15,430,655	45%
EXPENSE TOTALS	**$ 75,186,987**	**$ 6,368,083**	**$ 15,168,370**	**$ 53,650,534**	29%
REVENUE TOTALS	**$ 75,186,987**	**$ -**	**$ 5,537,571**	**$ 69,649,416**	**7%**
EXPENSE TOTALS	**$ 75,186,987**	**$ 6,368,083**	**$ 15,168,370**	**$ 53,650,534**	**29%**
	$ -	$ (6,368,083)	$ (9,630,799)	$ 15,998,882	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 *	IMPACT FEES	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	31 00	WATER SALES	4,711,112	4,476,280.26	95	4,711,112	4,476,280.26	95	56,533,349	52,057,068.74
	33 00	WATER CONNECTION FEE	44,592	42,101.02	94	44,592	42,101.02	94	535,105	493,003.98
	33 *	WATER CONNECTION FEE	44,592	42,101.02	94	44,592	42,101.02	94	535,105	493,003.98
	36 00	WATER HYDRANT FEES	249,222	299,004.97	120	249,222	299,004.97	120	2,990,667	2,691,662.03
	39 06	HYDRANT RESID FLOW TEST	133	1,100.00	827	133	1,100.00	827	1,600	500.00
	39 07	BACKFLOW DEVICE TEST	12,083	17,525.25	145	12,083	17,525.25	145	145,000	127,474.75
	39 08	JUMPER METERS	58	150.00	259	58	150.00	259	700	550.00
	39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	1,000	2,000.00	200	12,000	10,000.00
	39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	41	55.42	135	500	444.58
	39 *	WATER OTHER INCOME	13,315	20,830.67	156	13,315	20,830.67	156	159,800	138,969.33
	51 00	SEWER SALES	491,570	602,758.70	123	491,570	602,758.70	123	5,898,843	5,296,084.30
	51 *	SEWER SALES	491,570	602,758.70	123	491,570	602,758.70	123	5,898,843	5,296,084.30
	59 01	GREASE TRAP PERMITS	516	682.14	132	516	682.14	132	6,200	5,517.86
	60 00	REUSE WATER SALES	32,951	29,104.56	88	32,951	29,104.56	88	395,412	366,307.44
	60 01	REUSE WATER INSTALLATION	583	11,272.81	1934	583	11,272.81	1934	7,000	4,272.81-
	60 *	REUSE WATER SALES	33,534	40,377.37	120	33,534	40,377.37	120	402,412	362,034.63

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,482,035.13	99	5,543,861	5,482,035.13	99	66,526,376	61,044,340.87
340	***	CHARGES FOR SERVICES	5,543,861	5,482,035.13	99	5,543,861	5,482,035.13	99	66,526,376	61,044,340.87
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	10,380.03	623	1,666	10,380.03	623	20,000	9,619.97
10	02	INVESTMENT INTEREST	1,250	106.22	9	1,250	106.22	9	15,000	14,893.78
10	11	INTEREST/CBOS	416	.00		416	.00		5,000	5,000.00
10	*	INTEREST	3,332	10,486.25	315	3,332	10,486.25	315	40,000	29,513.75
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	10,486.25	315	3,332	10,486.25	315	40,000	29,513.75
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								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		250	.00		3,000	3,000.00
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		250	.00		3,000	3,000.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	1,400.00	34	4,064	1,400.00	34	48,778	47,378.00
90	*	OTHER MISC REVENUES	4,064	1,400.00	34	4,064	1,400.00	34	48,778	47,378.00
369	**	OTHER MISC REVENUES	4,064	1,400.00	34	4,064	1,400.00	34	48,778	47,378.00
360	***	MISCELLANEOUS REVENUES	7,754	13,186.25	170	7,754	13,186.25	170	93,078	79,891.75
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION LIFT STATION	0	11,600.00		0	11,600.00		0	11,600.00-
82	00	CONTRIBUTION S MAINLAND	0	887.98		0	887.98		0	887.98-
83	00	CONTRIBUTION VIERA	0	29,861.90		0	29,861.90		0	29,861.90-
83	*	CONTRIBUTION VIERA	0	29,861.90		0	29,861.90		0	29,861.90-
99	50	FUND BAL-APPROP. RESERVES	713,961	.00		713,961	.00		8,567,533	8,567,533.00
99	*	BALANCE FORWARD	713,961	.00		713,961	.00		8,567,533	8,567,533.00
389	**	NON OPERATING SOURCES	713,961	42,349.88	6	713,961	42,349.88	6	8,567,533	8,525,183.12
380	***	OTHER SOURCES(NON-REV)	713,961	42,349.88	6	713,961	42,349.88	6	8,567,533	8,525,183.12
FUND TOTAL		WATER/SEWER FUND	6,265,576	5,537,571.26	88	6,265,576	5,537,571.26	88	75,186,987	69,649,415.74

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	782468	348041.72	45	782468	348041.72	45	.00	9389659	9041617.28	4
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	2669	73758.19	2764	2669	73758.19	2764	.00	32043	41715.19-	230
12 **	REGULAR SALARIES & WAGES	785137	421799.91	54	785137	421799.91	54	.00	9421702	8999902.09	5
13-00	OTHER SALARIES & WAGES	60584	30911.80	51	60584	30911.80	51	.00	727064	696152.20	4
13 **	OTHER SALARIES & WAGES	60584	30911.80	51	60584	30911.80	51	.00	727064	696152.20	4
14-00	OVERTIME	57644	32108.81	56	57644	32108.81	56	.00	691762	659653.19	5
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	32108.81	56	57644	32108.81	56	.00	691762	659653.19	5
15-00	SPECIAL PAY	150	150.00	100	150	150.00	100	.00	1800	1650.00	8
15 **	SPECIAL PAY	150	150.00	100	150	150.00	100	.00	1800	1650.00	8
20-00	CLOTHING/SHOE ALLOWANCE	1737	.00	0	1737	.00	0	.00	20870	20870.00	0
20 **	CLOTHING/SHOE ALLOWANCE	1737	.00	0	1737	.00	0	.00	20870	20870.00	0
21-00	FICA TAXES	67771	36743.05	54	67771	36743.05	54	.00	813296	776552.95	5
21 **	FICA TAXES	67771	36743.05	54	67771	36743.05	54	.00	813296	776552.95	5
22-00	RETIREMENT CONTRIBUTIONS	308082	263680.14	86	308082	263680.14	86	.00	1388314	1124633.86	19
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	308082	263680.14	86	308082	263680.14	86	.00	1388314	1124633.86	19
23-00	LIFE/HEALTH INSURANCE	20968	10303.88	49	20968	10303.88	49	.00	251635	241331.12	4
23-02	LIFE/HEALTH RETIREES	14381	.00	0	14381	.00	0	.00	172579	172579.00	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	101131.00	42	242637	101131.00	42	.00	2911682	2810551.00	4
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277986	111434.88	40	277986	111434.88	40	.00	3335896	3224461.12	3
24-00	WORKER'S COMPENSATION	44226	32319.00	73	44226	32319.00	73	.00	530756	498437.00	6

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44226	32319.00	73	44226	32319.00	73	.00	530756	498437.00	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	BENEFIT OFFSET	12600	7021.64	56	12600	7021.64	56	.00	151200	144178.36	5
27 **	BENEFIT OFFSET	12600	7021.64	56	12600	7021.64	56	.00	151200	144178.36	5
31-00	PROFESSIONAL SERVICES	159193	3744.00	2	159193	3744.00	2	104372.09	1910329	1802212.91	6
31-01	LEGAL EXPENSES	45416	.00	0	45416	.00	0	2421.38	545000	542578.62	0
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	131356	.00	0	131356	.00	0	179734.52	1576289	1396554.48	11
31-33	EMPLOYEE HEALTH CENTER	11865	4468.59	38	11865	4468.59	38	4468.59-	142389	142389.00	0
31 **	PROFESSIONAL SERVICES	347830	8212.59	2	347830	8212.59	2	282059.40	4174007	3883735.01	7
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103010	1740.74	2	103010	1740.74	2	197767.53	1236154	1036645.73	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	548813	548814.00	100	.00	6585764	6036950.00	8
34 **	CONTRACT SERVICES	651823	550554.74	85	651823	550554.74	85	197767.53	7821918	7073595.73	10
39-00	CONTINGENCY	95451	.00	0	95451	.00	0	.00	1145413	1145413.00	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	95451	.00	0	95451	.00	0	.00	1145413	1145413.00	0
40-00	TRAVEL AND PER DIEM	1440	426.00	30	1440	426.00	30	.00	17308	16882.00	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1440	426.00	30	1440	426.00	30	.00	17308	16882.00	3
41-00	COMMUNICATION	13420	98.98	1	13420	98.98	1	80290.02	161071	80682.00	50
41 **	COMMUNICATION	13420	98.98	1	13420	98.98	1	80290.02	161071	80682.00	50
42-00	FREIGHT & POSTAGE SERVICE	2038	219.03	11	2038	219.03	11	.00	24490	24270.97	1
42 **	FREIGHT & POSTAGE SERVICE	2038	219.03	11	2038	219.03	11	.00	24490	24270.97	1
43-00	ELECTRIC/WATER/SEWER	203200	1212.94	1	203200	1212.94	1	559750.00	2438430	1877467.06	23
43 **	ELECTRIC/WATER/SEWER	203200	1212.94	1	203200	1212.94	1	559750.00	2438430	1877467.06	23
44-00	RENTAL AND LEASES	3519	400.00	11	3519	400.00	11	400.00-	42250	42250.00	0
44 **	RENTAL AND LEASES	3519	400.00	11	3519	400.00	11	400.00-	42250	42250.00	0
45-00	INSURANCE	136022	136022.39	100	136022	136022.39	100	.00	557551	421528.61	24
45 **	INSURANCE	136022	136022.39	100	136022	136022.39	100	.00	557551	421528.61	24
46-00	REPAIRS & MAINTENANCE	544190	260859.30	48	544190	260859.30	48	449357.27	6530323	5820106.43	11
46-02	REPAIR/MAINT BUILDING	31978	2347.23	7	31978	2347.23	7	4138.00	383755	377269.77	2
46-03	REPAIR/MAINT-VEHICLES	20267	2094.90	10	20267	2094.90	10	.00	243232	241137.10	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	596435	265301.43	45	596435	265301.43	45	453495.27	7157310	6438513.30	10
47-00	PRINTING & BINDING	603	.00	0	603	.00	0	.00	7280	7280.00	0
47 **	PRINTING & BINDING	603	.00	0	603	.00	0	.00	7280	7280.00	0
48-00	PROMOTIONAL ACTIVITIES	1666	600.00	36	1666	600.00	36	.00	20000	19400.00	3
48 **	PROMOTIONAL ACTIVITIES	1666	600.00	36	1666	600.00	36	.00	20000	19400.00	3
49-00	OTHER CHARGES & OBLIG.	3659	2804.90	77	3659	2804.90	77	1200.00	43950	39945.10	9
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	7502.11-	0	0	7502.11-	0	.00	0	7502.11	0
49-08	CASH OVER & UNDER	0	10.00	0	0	10.00	0	.00	0	10.00-	0
49-09	DOCUMENT RECORDING CHGS	250	480.00-	192-	250	480.00-	192-	.00	3000	3480.00	16-

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3909	5167.21-	132-	3909	5167.21-	132-	1200.00	46950	50917.21	8-
51-00	OFFICE SUPPLIES	1813	892.42	49	1813	892.42	49	.00	21802	20909.58	4
51 **	OFFICE SUPPLIES	1813	892.42	49	1813	892.42	49	.00	21802	20909.58	4
52-00	OPERATING SUPPLIES	51010	49979.79	98	51010	49979.79	98	76006.53	612167	486180.68	21
52-07	JANITORIAL SUPPLIES	769	237.66	31	769	237.66	31	.00	9240	9002.34	3
52-09	CHEMICALS	317982	194262.23	61	317982	194262.23	61	3472984.64	3815792	148545.13	96
52-30	FUEL OIL & LUBRICANTS	25618	1563.44	6	25618	1563.44	6	1206.95-	307446	307089.51	0
52-33	EMPLOYEE HEALTH CENTER	6027	197.42	3	6027	197.42	3	197.42-	72324	72324.00	0
52 **	OPERATING SUPPLIES	401406	246240.54	61	401406	246240.54	61	3547586.80	4816969	1023141.66	79
53-00	ROAD MATERIALS/SUPPLIES	2498	.00	0	2498	.00	0	48.28	30000	29951.72	0
53 **	ROAD MATERIALS/SUPPLIES	2498	.00	0	2498	.00	0	48.28	30000	29951.72	0
54-00	MEMBERSHIP/PUBLICATIONS	3241	97.95	3	3241	97.95	3	30936.00	38923	7889.05	80
54 **	MEMBERSHIP/PUBLICATIONS	3241	97.95	3	3241	97.95	3	30936.00	38923	7889.05	80
55-00	TRAINING	7740	1381.53	18	7740	1381.53	18	18194.00	92919	73343.47	21
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	7740	1381.53	18	7740	1381.53	18	18194.00	92919	73343.47	21
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	46173	75917.34	164	46173	75917.34	164	76788.06	274949	122243.60	56
56 **	TECHNOLOGY SYSTEMS	46173	75917.34	164	46173	75917.34	164	76788.06	274949	122243.60	56
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

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	25344	.00	0	25344	.00	0	934172.94	304141	630031.94-	307
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	25344	.00	0	25344	.00	0	934172.94	304141	630031.94-	307
64-00	MACHINERY & EQUIPMENT	44597	149980.00	336	44597	149980.00	336	186195.00	535181	199006.00	63
64-15	IT HARDWARE	12039	.00	0	12039	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	56636	149980.00	265	56636	149980.00	265	186195.00	675181	339006.00	50
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	650865	650865.67	100	650865	650865.67	100	.00	7810388	7159522.33	8
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	957073	11484879.00	1200	957073	11484879.00	1200	.00	11484879	.00	100
91-25	TO RESTRICTED ASSET 425	629917	549483.05	87	629917	549483.05	87	.00	7559005	7009521.95	7
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2237855	12685227.72	567	2237855	12685227.72	567	.00	26854272	14169044.28	47
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	114582	114582.75	100	.00	1374993	1260410.25	8
95 **	NONOPERATING	114582	114582.75	100	114582	114582.75	100	.00	1374993	1260410.25	8
FUND 421	TOTAL ********* WATER/SEWER FUND	6571077	15168370.37	231	6571077	15168370.37	231	6368083.30	75186987	53650533.33	29
GRAND	TOTAL *********	6571077	15168370.37	231	6571077	15168370.37	231	6368083.30	75186987	53650533.33	29

FY 2021 Budget by Classification Report - Summary Listing

10/31/2020

Target for October 2020 is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ -	$ 1,811,269	0%
CHARGES FOR SERVICES	$ -		$ 10	$ (10)	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 436	$ (436)	100%
OTHER SOURCES (NON-REVENUE)			$ -	$ -	0%
REVENUE TOTALS	**$ 1,811,269**	**$ -**	**$ 446**	**$ 1,810,823**	**0%**
EXPENSE					
SALARIES AND BENEFITS	$ 573,350	$ -	$ 26,344	$ 547,006	5%
OPERATING EXPENDITURES	$ 729,183	$ 34,044	$ 109,836	$ 585,303	20%
CAPITAL OUTLAY	$ 508,736	$ 49,797	$ -	$ 458,939	10%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,811,269**	**$ 83,841**	**$ 136,180**	**$ 1,591,248**	**12%**
REVENUE TOTALS	**$ 1,811,269**	**$ -**	**$ 446**	**$ 1,810,823**	**0%**
EXPENSE TOTALS	**$ 1,811,269**	**$ 83,841**	**$ 136,180**	**$ 1,591,248**	**12%**
	$ -	**$ (83,841)**	**$ (135,734)**	**$ 219,575**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	.00		0	.00		1,661,269	1,661,269.00
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	0	.00		0	.00		1,811,269	1,811,269.00
325 **	SPECIAL ASSESSMENT	0	.00		0	.00		1,811,269	1,811,269.00
320 ***	OTHER PERMITS & FEES	0	.00		0	.00		1,811,269	1,811,269.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	9.72		0	9.72		0	9.72-
91 *	STORMWATER FEES	0	9.72		0	9.72		0	9.72-
343 **	PHYSICAL ENVIRONMENT	0	9.72		0	9.72		0	9.72-
340 ***	CHARGES FOR SERVICES	0	9.72		0	9.72		0	9.72-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	434.80		0	434.80		0	434.80-
10 10	SBA	0	1.01		0	1.01		0	1.01-
10 *	INTEREST	0	435.81		0	435.81		0	435.81-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	435.81		0	435.81		0	435.81-
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	435.81		0	435.81		0	435.81-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	*	BALANCE FORWARD	0	.00		0	.00		0	.00
389	**	NON OPERATING SOURCES	0	.00		0	.00		0	.00
380	***	OTHER SOURCES(NON-REV)	0	.00		0	.00		0	.00
FUND TOTAL		STORMWATER UTILITY	0	445.53		0	445.53		1,811,269	1,810,823.47

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28787	13699.11	48	28787	13699.11	48	.00	345447	331747.89	4
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	2303.60	0	0	2303.60	0	.00	0	2303.60-	0
12 **	REGULAR SALARIES & WAGES	28787	16002.71	56	28787	16002.71	56	.00	345447	329444.29	5
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	446.52	161	278	446.52	161	.00	3341	2894.48	13
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	446.52	161	278	446.52	161	.00	3341	2894.48	13
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	50	.00	0	.00	600	600.00	0
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	50	.00	0	.00	600	600.00	0
21-00	FICA TAXES	2190	1235.34	56	2190	1235.34	56	.00	26284	25048.66	5
21 **	FICA TAXES	2190	1235.34	56	2190	1235.34	56	.00	26284	25048.66	5
22-00	RETIREMENT CONTRIBUTIONS	2899	1451.75	50	2899	1451.75	50	.00	34799	33347.25	4
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2899	1451.75	50	2899	1451.75	50	.00	34799	33347.25	4
23-00	LIFE/HEALTH INSURANCE	624	278.79	45	624	278.79	45	.00	7488	7209.21	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	3576.28	42	8475	3576.28	42	.00	101710	98133.72	4
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	3855.07	42	9099	3855.07	42	.00	109198	105342.93	4
24-00	WORKER'S COMPENSATION	4073	3111.52	76	4073	3111.52	76	.00	48881	45769.48	6
24 **	WORKER'S COMPENSATION	4073	3111.52	76	4073	3111.52	76	.00	48881	45769.48	6

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	241.56	60	400	241.56	60	.00	4800	4558.44	5
27 **	BENEFIT OFFSET	400	241.56	60	400	241.56	60	.00	4800	4558.44	5
31-00	PROFESSIONAL SERVICES	8408	.00	0	8408	.00	0	7000.00	100901	93901.00	7
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	217.98	38	579	217.98	38	217.98-	6946	6946.00	0
31 **	PROFESSIONAL SERVICES	9028	217.98	2	9028	217.98	2	6782.02	108347	101347.00	7
34-00	CONTRACT SERVICES	1416	.00	0	1416	.00	0	5000.00	17000	12000.00	29
34-10	COST OF GENERAL FUND SVCS	17395	14897.00	86	17395	14897.00	86	.00	208749	193852.00	7
34 **	CONTRACT SERVICES	18811	14897.00	79	18811	14897.00	79	5000.00	225749	205852.00	9
39-00	CONTINGENCY	20294	.00	0	20294	.00	0	.00	243534	243534.00	0
39 **	CONTINGENCY	20294	.00	0	20294	.00	0	.00	243534	243534.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	.00	0	186	.00	0	2232.00	2232	.00	100
41 **	COMMUNICATION	186	.00	0	186	.00	0	2232.00	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1520	214.83	14	1520	214.83	14	14200.00	18240	3825.17	79
43 **	ELECTRIC/WATER/SEWER	1520	214.83	14	1520	214.83	14	14200.00	18240	3825.17	79
44-00	RENTALS AND LEASES	208	250.00	120	208	250.00	120	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	250.00	120	208	250.00	120	.00	2500	2250.00	10
45-00	INSURANCE	819	2868.79	350	819	2868.79	350	.00	9828	6959.21	29
45 **	INSURANCE	819	2868.79	350	819	2868.79	350	.00	9828	6959.21	29

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE****** BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3458	90840.89	2627	3458	90840.89	2627	4422.39	41500	53763.28-	230
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	.00	0	3700	.00	0	.00	44400	44400.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	7158	90840.89	1269	7158	90840.89	1269	4422.39	85900	9363.28-	111
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.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	206.18-	0	0	206.18-	0	.00	0	206.18	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	206.18-	0	0	206.18-	0	.00	0	206.18	0
51-00	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1062	315.89	30	1062	315.89	30	1417.48	12751	11017.63	14
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	.00	0	602	.00	0	.00	7224	7224.00	0
52-33	EMPLOYEE HEALTH CENTER	294	9.64	3	294	9.64	3	9.64-	3528	3528.00	0
52 **	OPERATING SUPPLIES	1958	325.53	17	1958	325.53	17	1407.84	23503	21769.63	7
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
55-00	TRAINING	312	427.00	137	312	427.00	137	.00	3750	3323.00	11
55 **	TRAINING	312	427.00	137	312	427.00	137	.00	3750	3323.00	11
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	26561	.00	0	26561	.00	0	50768.67	318736	267967.33	16
63 **	INFRASTRUCTURE	26561	.00	0	26561	.00	0	50768.67	318736	267967.33	16
64-00	MACHINERY & EQUIPMENT	15833	.00	0	15833	.00	0	971.50-	190000	190971.50	1-
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15833	.00	0	15833	.00	0	971.50-	190000	190971.50	1-
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	150928	136180.31	90	150928	136180.31	90	83841.42	1811269	1591247.27	12
GRAND	TOTAL *********										
		150928	136180.31	90	150928	136180.31	90	83841.42	1811269	1591247.27	12

Legislation Details (With Text)

File #:	20-790	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM- Change Orders 10-31-2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2020
Agenda Date: December 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of October 31, 2020. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 10/31/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
PW08SP											
Op. Rev.		300,000.00	10/13/2020	2020-215							
Project Manager:		14,089.21	contingency and other costs authorized								
account #	001-3510-541.63-00	285,910.79	exp authorized before contingency						FY21		
	VA Paving Inc.			FY2021							
	Contractor PO#										
		14,089									
PW20SW											
Op. Rev.		195,928.62	4/8/2020	2020-138							
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized								
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 181,941.32	$ 181,941.32			$ 70,590.82
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
		8,833	**^contingency balance-->(And other costs)**								
SW20RC											
Op. Rev.		217,415.00	4/8/2020	2020-135							
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized								
account # 423-3570-538.46-00		197,650.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00	$ 217,095.00			$ 214,095.00
	Contractor PO# PO# 76547		*CO#1*	FY2020	41417	19,445.00					
		320	**^contingency balance-->(And other costs)**								
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	1,542,102.38	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	53,686.38	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	**^contingency balance-->**								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1222	**BNR Process Improvements**										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
						63-00	64-00	Cumulative	FY20 cum	FY21 cum	
Brandes Design-Build, Inc. FY2013 PO# 62086											
Bid No. B-13-11-COC											
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)				
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09			
						(33,812.06)		2,872,062.03			
						(13.25)		2,872,048.78			
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03			
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09			
			CO#1		36547	11,430.00		$ 2,953,644.09			
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00			
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	20-792	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October FY 2021 EXPENSE Budget Tracking Worksheet.pdf October FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2020
Agenda Date: December 8, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru October 31, 2020.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
3 Budget Amendments/Transfers			Division 1600 Total	($108,228)	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
2 Budget Amendments/Transfers			Division 2100 Total	$20,487	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
1 Budget Amendments/Transfers			Division 2200 Total	$33,180	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
1 Budget Amendments/Transfers			Division 3520 Total	$16,600	
7 Total Budget Amendments/Transfers			**GENERAL FUND**	**($37,961)**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
3 Budget Amendments/Transfers			Division 3230 Total	$0	
3 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/19/20	111-3230-559.45-00	50	DMND SQ LIABILITY INS RES # 20-701		209
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
1 Budget Amendments/Transfers			Division 4010 Total	$0	
4020 - DYAL PLANT					
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera		304
	421-4020-536.46-02	49,000			
1 Budget Amendments/Transfers			Division 4020 Total	$0	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
1 Budget Amendments/Transfers			Division 4125 Total	$0	
3 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
2 Budget Amendments/Transfers			Division 3570 Total	$0	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

16 Transfers & Amendments between 10/1/2020 and 10/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **(37,961)**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
4 Budget Amendments/Transfers				Division 0000 Total ($37,961)	
4 Total Budget Amendments/Transfers			**GENERAL FUND**	**($37,961)**	

4 Transfers & Amendments between 10/1/2020 and 10/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS	**(37,961)**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 11/4/2020

Legislation Details (With Text)

File #:	20-793	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Fire Incident Summary Report for October 2020. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October Run Volume By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2020
Agenda Date: November 10, 2020
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for October 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of October.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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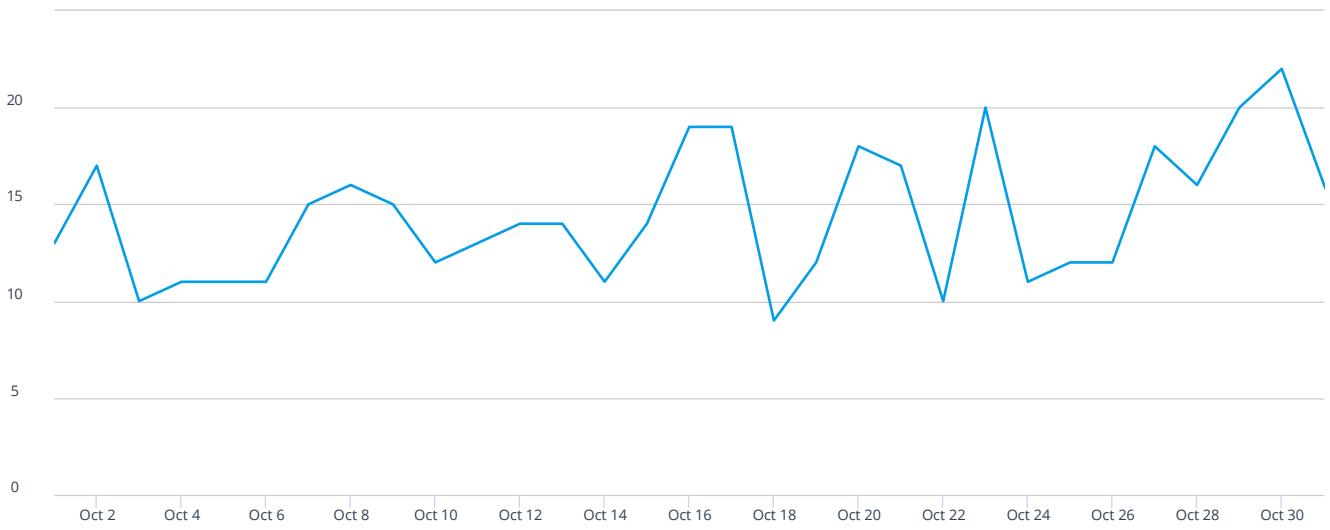
Custom Oct 1, 2020 - Oct 31, 2020

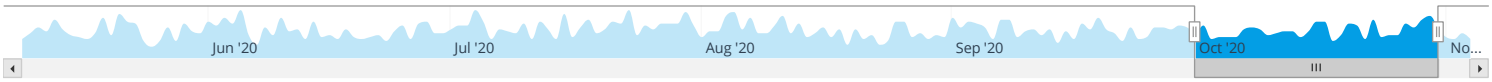
35%
FIRE
Percentage of Total Incidents

65%
EMS
Percentage of Total Incidents

448
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	10/4/20	10/11/20	10/18/20	10/25/20	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	Total
(10) Fire, other				1	1									2
(11) Structure Fire					1									1
(13) Mobile property (vehicle) fire				1										1
(15) Outside rubbish fire	1			2										3
(30) Rescue, emergency medical call (EMS), other	2	3	4	9	11									29
(31) Medical assist	1	1	5	4	4									15
(32) Emergency medical service (EMS) incident	33	58	52	51	54									248
(38) Rescue or EMS standby				1										1
(44) Electrical wiring/equipm. problem			1	1	1									3
(46) Accident, potential accident					1									1
(50) Service call, other				1										1
(51) Person in distress		2		3										5
(55) Public service assistance	7	10	11	4	11									43
(60) Good intent call, other				2	1									3
(61) Dispatched and canceled en route	5	12	18	13	13									61

Week Ending	10/4/20	10/11/20	10/18/20	10/25/20	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	Total
(62) Wrong location, no emergency found		2		2	1									5
(65) Steam, other gas mistaken for smoke	1	1												2
(70) False alarm and false call, other		3	5	1	2									11
(73) System or detector malfunction				1	1									2
(74) Unintentional system/detect... operation (no fire)	1	1	4	3	2									11
Total	51	93	100	100	104									448

Legislation Details (With Text)

File #:	20-815	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/17/2020			**In control:**	City Council
On agenda:	12/8/2020			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SEP 2020 Council Report by District .pdf Monthly District Report - SEP 2020.xlsx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2020
Agenda Date: December 8, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics. These reports illustrate total incidents, reports written and Patrol Checks. They also show incidents and case reports by shifts, hours of the day and the total crime that are Crime reportable. Attached is the September 2020 reports.

STRATEGIC PLAN CONNECTION:

Crime - Public Safety

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department

Council Report

September 2020

Prepared by Dailaity Henson

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Total UCR Offenses by Month – 2020 ,2019, & 2018 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

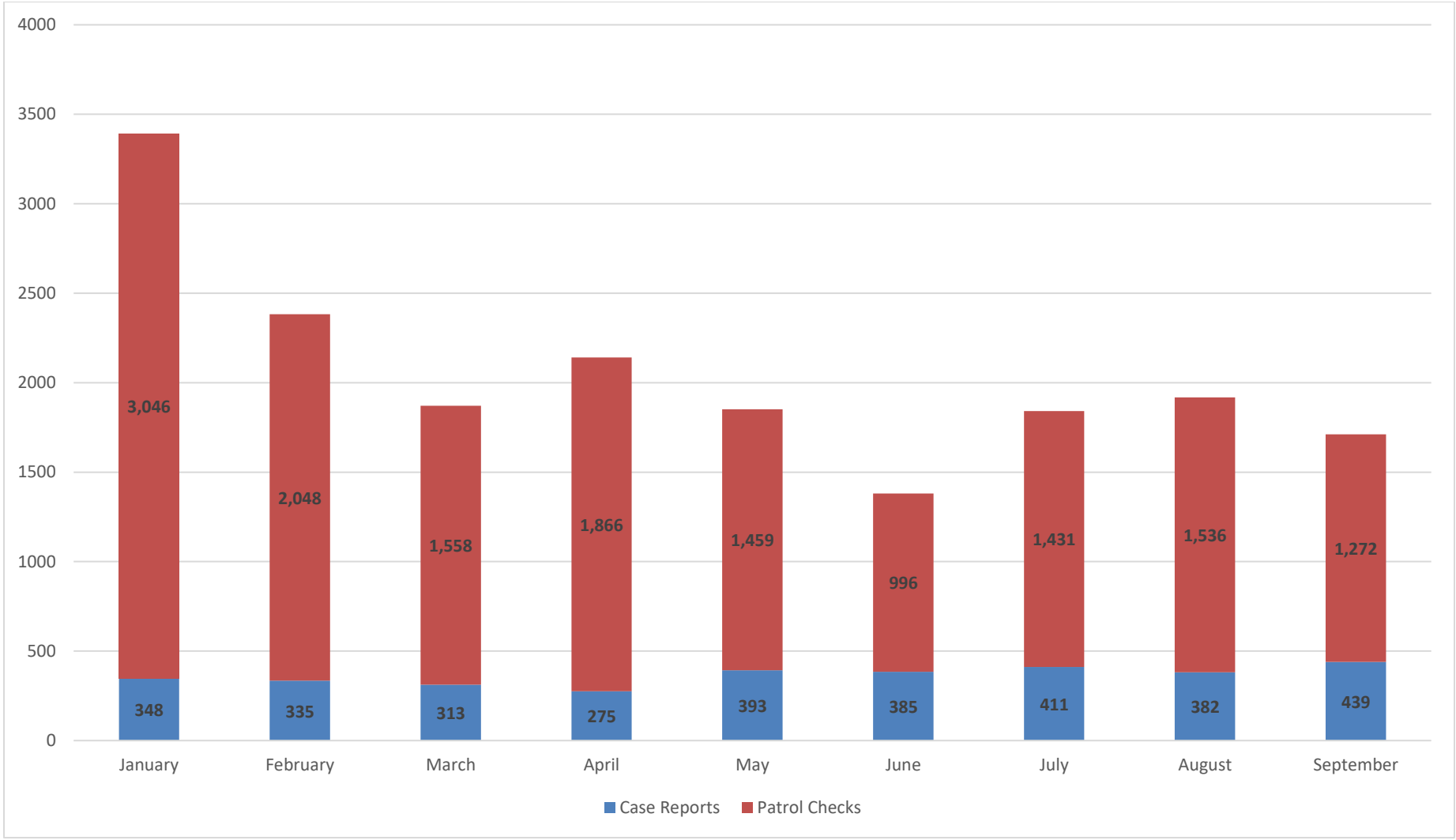
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for September 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 2,450 incidents
- 439 Case Reports (18% of incidents)
    - 314 Criminal Case Reports (72% of all case reports)
    - 125 Non-Criminal Case Reports (28% of case reports)
    - 69 Criminal Case Reports were closed by Arrests/Capias Requests (22% of criminal case reports)
    - 6 Non-Criminal Case Reports were closed by Arrests/Capias Request (5% of non-criminal cases reports)
- 1,463 incidents were initiated by police officers
- District 1 experienced the most cases with a total of 171
- District 3 experienced the fewest cases with a total of 44
- Stolen Vehicle Offenses have ***decreased*** by a 25% from the previous month
- Robbery Offenses have ***decreased*** by a 67% from the previous month
- Burglary Offences have ***increased*** by 30% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 16%

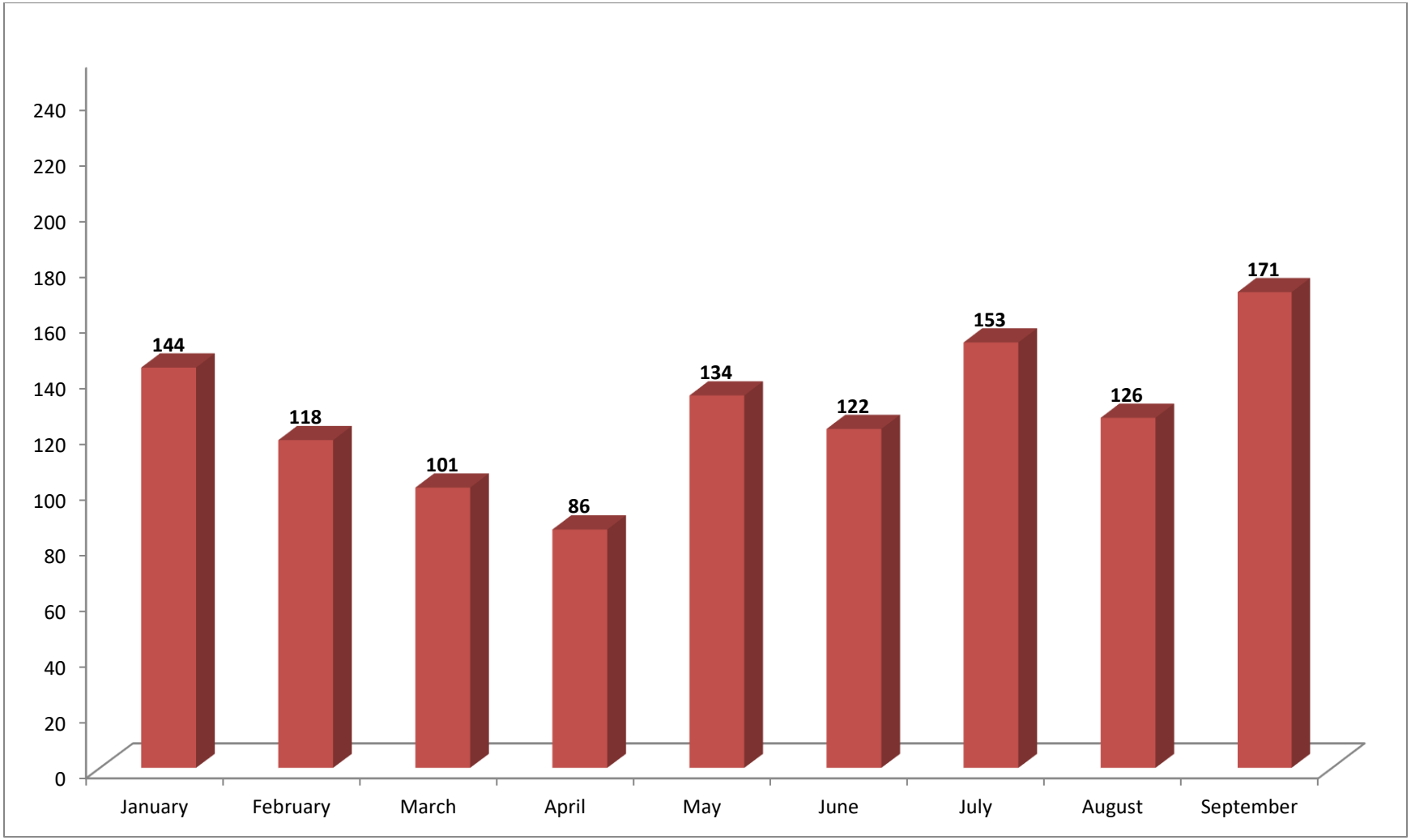
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



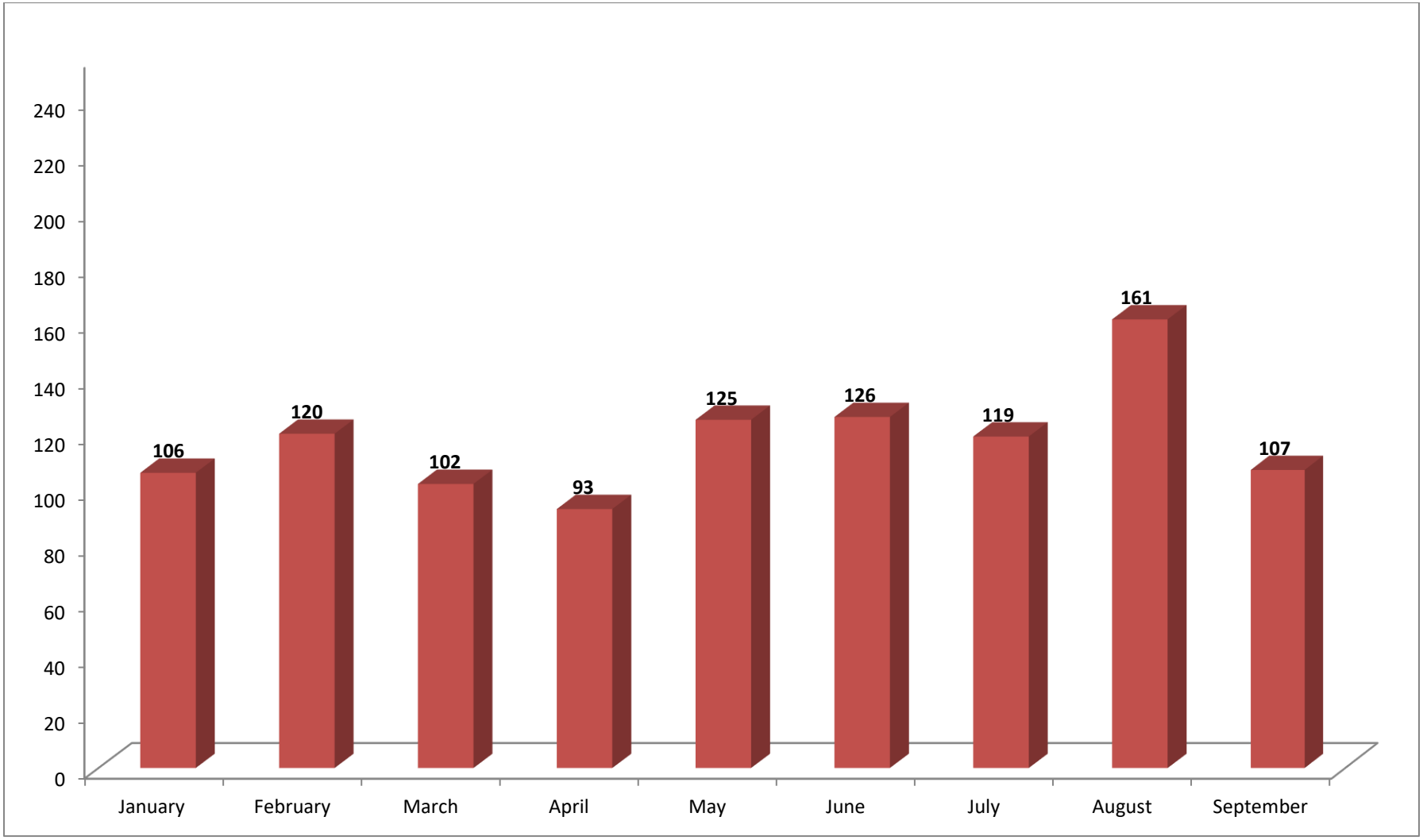
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



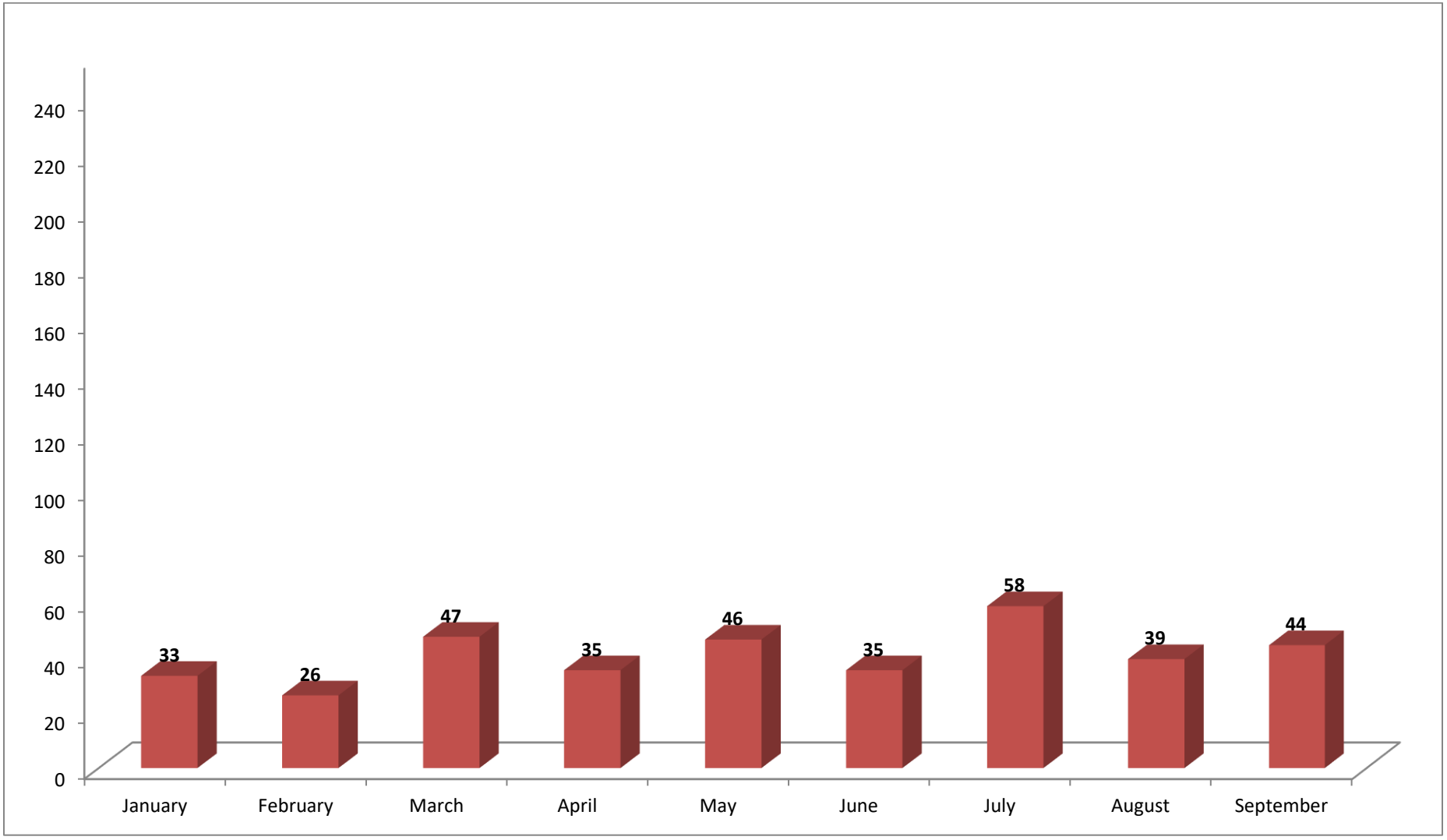
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



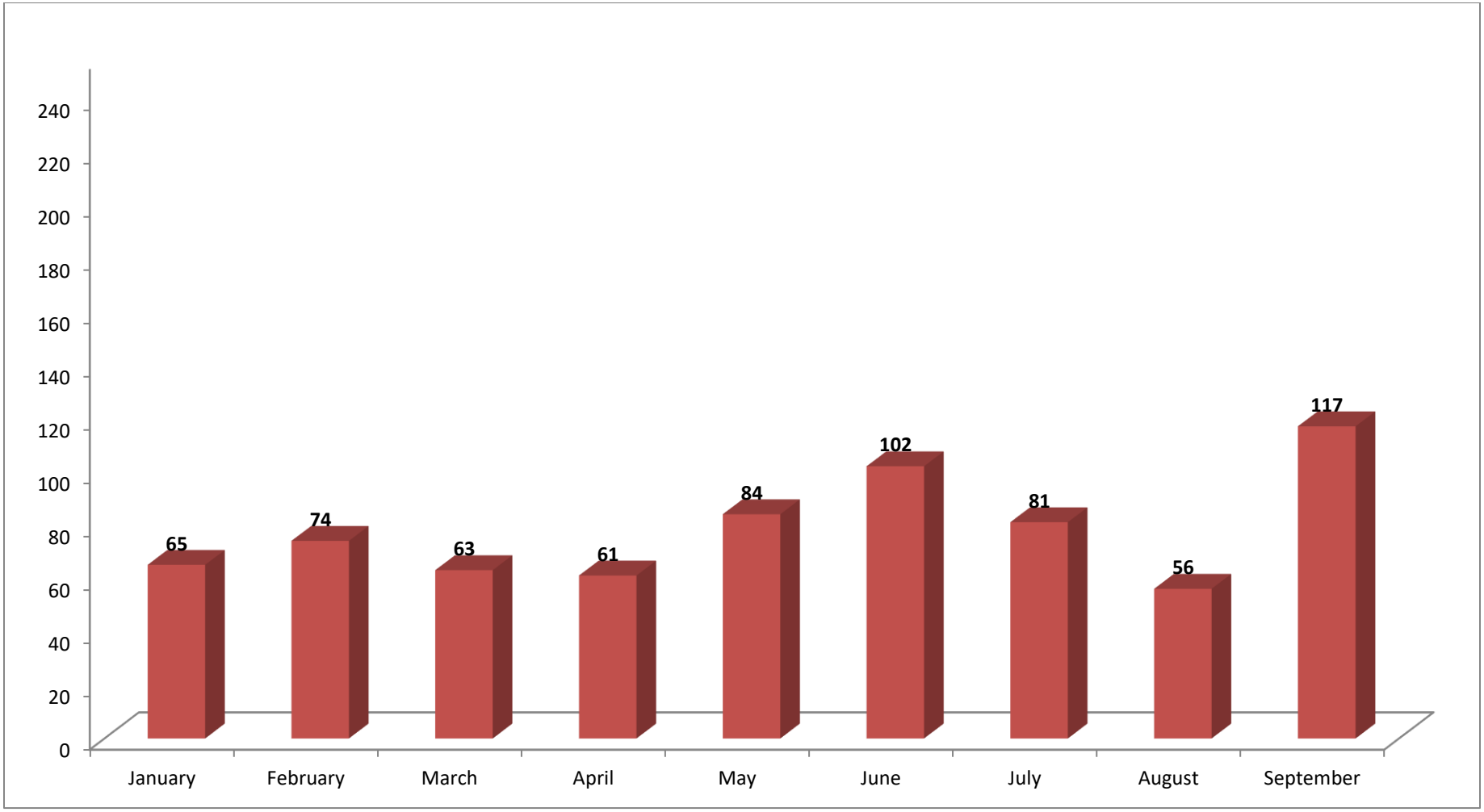
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

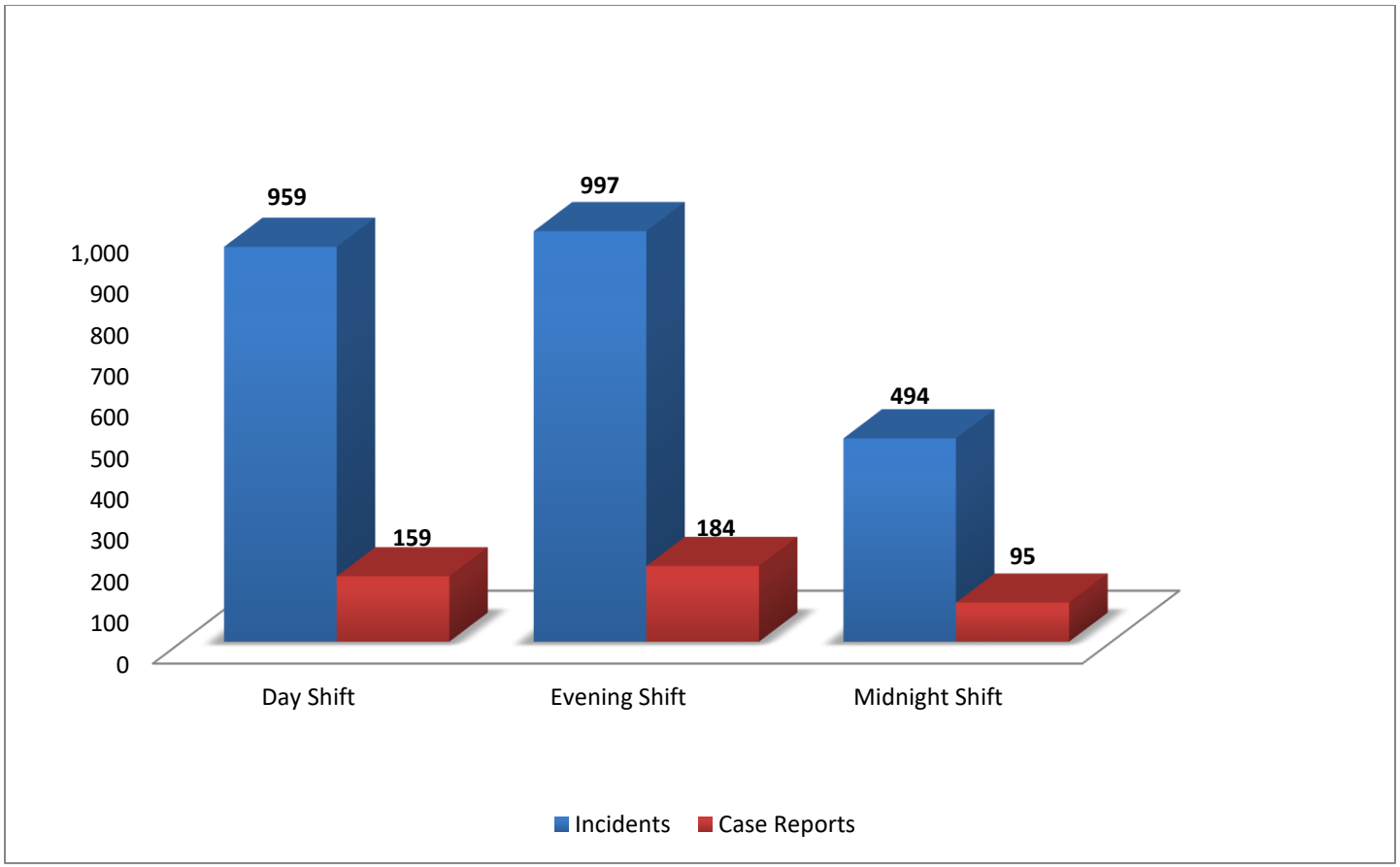
The table below illustrates the total of Incidents and Cases from September 1, 2020 thought September 30, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	94	28
1080 N. Fiske	16	12
1514 Clearlake Rd	38	8
800 N. Fiske	20	8
1407 Dixon Blvd	21	5
900 Friday Rd	13	3
1010 N. Fiske Blvd	16	5
1524 Clearlake Rd	8	3
TOTAL	**226**	**72**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



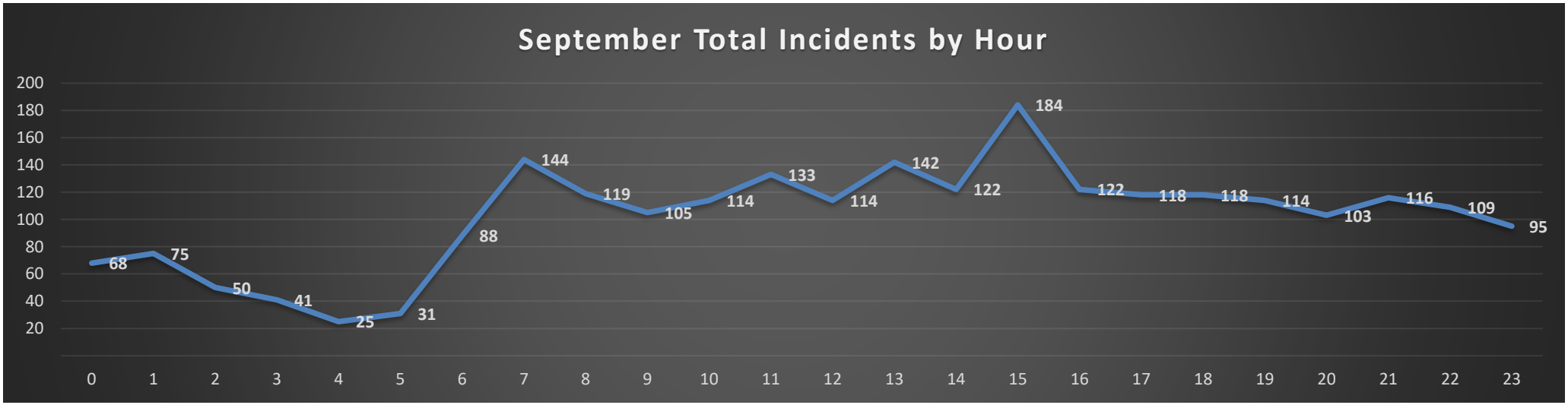
NOTE: The totals in the graph above do not include Patrol Checks.

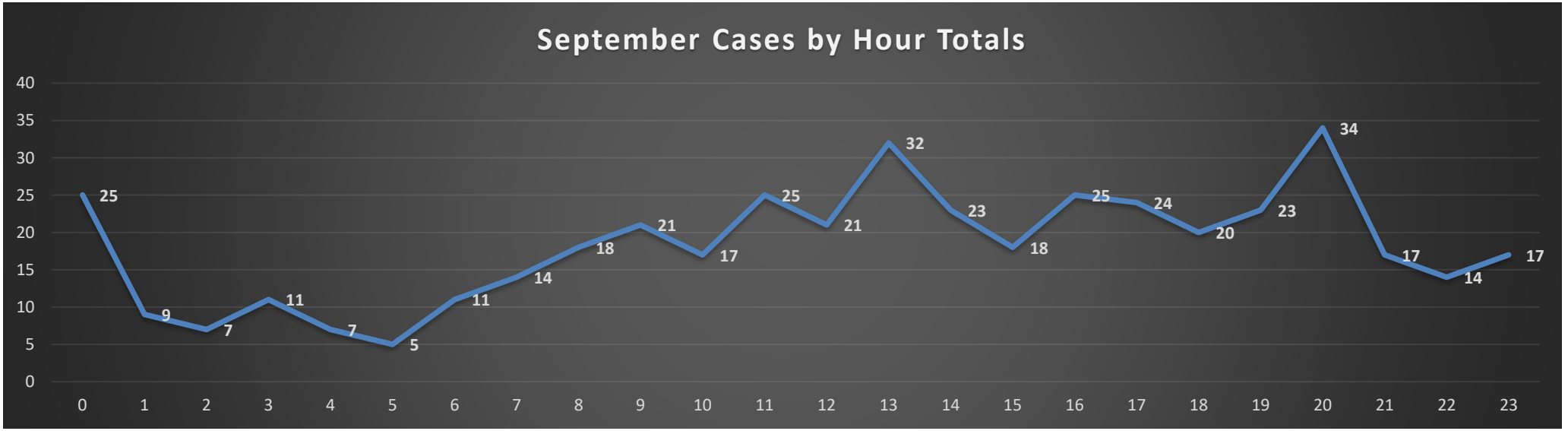
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
September 2020 Council Report

Incidents and Case Reports by Hour

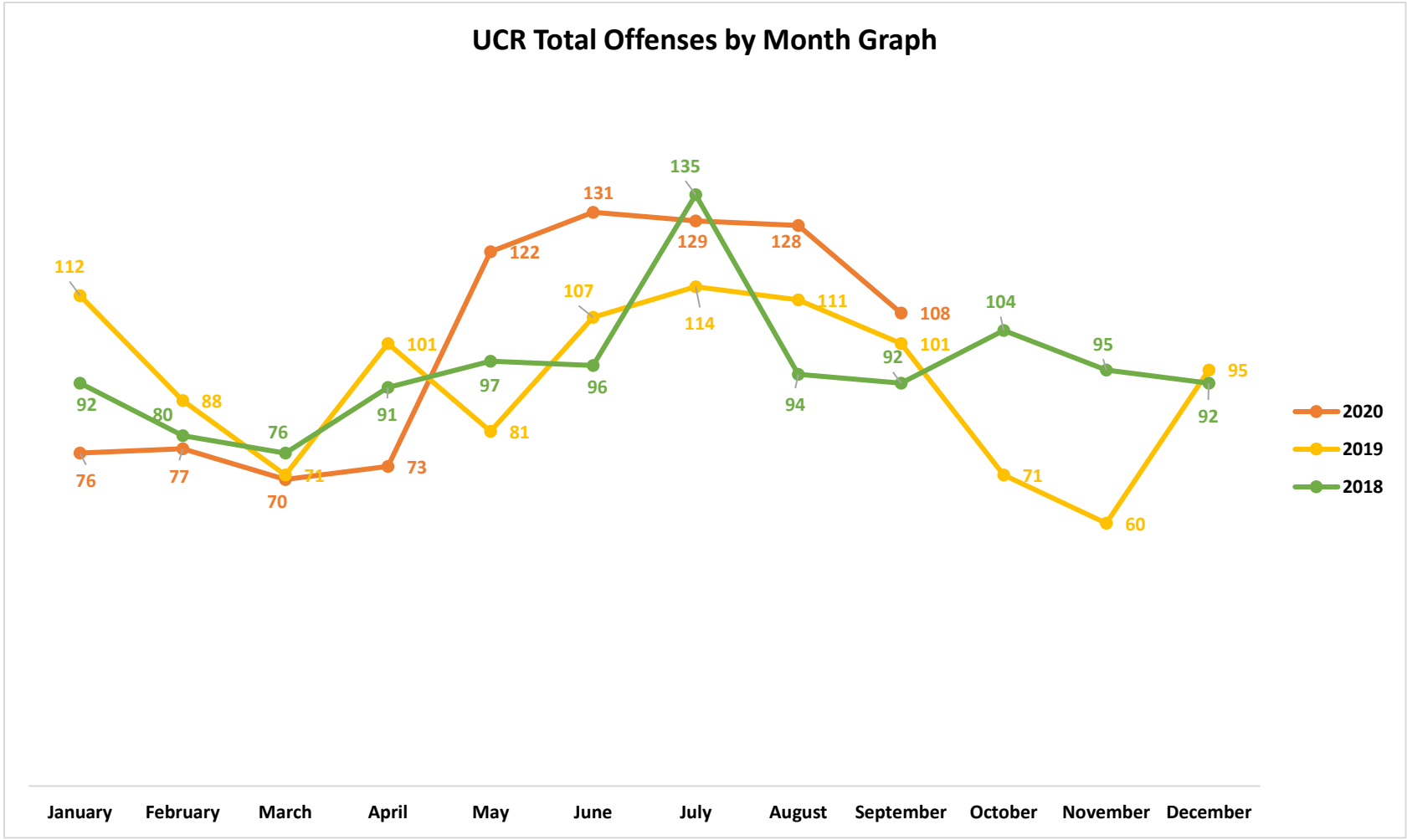
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2020, 2019 & 2018



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst