City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, October 24, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-507 Approve the Agenda for the Regular meeting of October 24, 2018, as presented or with amendments.

Attachments: 10-24-18 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 18-497 Resolution for Florida City Government Week, October 22-28, 2018. (City Manager)

Attachments: Government Week Resolution 2018.docx

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-504 Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, FL, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (Utilities Director)

Attachments:
- RFQ-PW-U-15-12 Renewal Letter
- City of Palm Coast Contract
- Email authorizing piggyback
- CCI - FY19 PROPOSAL

V.2 18-508 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Trane - FY19 Service Agmt
- Trane - Cust Svc Flows Part 1
- Trane - Cust Svc Flows Part 2
- Trane - COI
- Trane - Pricing List
- Proprietary Sole Source Vendors List 2.9.17
- Sole Source Resolution 2018

VI. PUBLIC HEARINGS:

VI.1 18-513 Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.

Attachments:
- 06-2018 Ordinance Amending Cocoa Waterfront Overlay District Large Scale..
- Exhibit A - Regulating Plan_AN
- Existing Zoning
- Originally Proposed Zoning Amendment Map
- Revised Zoning Amendment Map
- 2018.10.03 Cocoa Village Height and Urban Form Workshop Presentation
- GAI Cocoa Community Discussion Notes Oct 3 Public Mtg
- GAI Technical Memorandum Cocoa Village Height Summary
- Cocoa Public Mtg Comment Cards_2018-03-10
- Cocoa Public Mtg Sign In_2018-03-10
- Citizen Reference Documents

VI.2 18-516 Ordinance No. 10-2018/2nd & Final Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (Community Services Director)

Attachments: Ordinance 10-2018 CRA Plan Update
FT Legal Ad
Brevard BOCC Letter
P&Z Report
Cocoa CRA Plan Update 2018 (FINAL 10-2-18)

VII. COUNCIL BUSINESS:

VII.1 18-514 Approve Resolution No. 2018-097 establishing the Cocoa Police Community Relations Advisory Committee. (City Manager)

Attachments: Resolution 2018-097 Police Advisory Committee

VII.2 18-518 Provide staff direction regarding amending the Zoning Ordinance of the City of Cocoa, specifically related to developing single-family development utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas. (City Manager)

VIII. CITY BUSINESS:

VIII.1 18-470 Approve a Resolution Amending the FY2019 Budget to Approve Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Change Order #4 to Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (Approximately 5% of the remaining work). (Utilities Director)

Attachments: GWF6 Change Order
Resolution - Project Contingency - Filter Media
Budget Resolution FY2019
BAF-UT-Filter Media (10-24-18)~ Agenda 18-470.pdf

MULTI-YEAR CONTRACTS:

VIII.2 18-464 Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms. (Utilities Director)

Attachments: Q-19-04-COC Final MEMO
Q-19-04-COC Submittal Tab Sheet

IX. INFORMATIONAL AGENDA:

IX.1 18-486 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 09/30/2018.

Attachments: PO Monthy Report to City Council 10.01.17 thru 09.30.18.pdf

IX.2 18-501 Fiserv Solutions, Inc. Contract Clarification. (Finance Director)

Attachments: Contract Fiserv Solutions Inc
AGENDA FISERV Aug 2011

IX.3 18-510 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: Contigency Report 9-2018.pdf

IX.4 18-511 FY 2018 Budget Adjustment Report. (Finance Director)

Attachments: September FY 2018 EXPENSE Budget Tracking Worksheet.pdf
September FY 2018 REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	18-507	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/10/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 24, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-24-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2018
Agenda Date: October 24, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 24, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 24, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 24, 2018

DATE: October 24, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 24, 2018 (18-507)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. Resolution for Florida City Government Week, October 22-28, 2018. (18-497). (City Manager)

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.

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V. CONSENT AGENDA:

1. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, FL, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (18-504). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant. (18-508). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Ordinance 06-2018/2nd and Final Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district. (18-513). (Community Services Director)

2. Ordinance 10-2018/2nd and Final Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (18-516). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve Resolution No. 2018-097 establishing the Cocoa Police Community Relations Advisory Committee. (18-514). (City Manager)

2. Provide staff direction regarding amending the Zoning Ordinance of the City of Cocoa specifically related to developing single-family development utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas. (18-518). (City Manager)

VIII. CITY BUSINESS:

1. Approve a Resolution Amending the FY2019 Budget to Allow for Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (Approximately 5% of the remaining work). (18-470). (Utilities Director)

MULTI-YEAR CONTRACTS:

2. Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms. (18-464). (Utilities Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 09/30/2018. (18-486). (Finance Director)

2. Fiserv Solutions, Inc. Contract Clarification. (18-501). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-510). (Finance Director)

4. FY 2018 Budget Adjustment Report. (18-511). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	18-497	**Version:**	1	**Name:**	Florida City Government Week Proclamation
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/1/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Resolution for Florida City Government Week, October 22-28, 2018. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Government Week Resolution 2018.docx				

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-504	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	10/4/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, FL, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ-PW-U-15-12 Renewal Letter City of Palm Coast Contract Email authorizing piggyback CCI - FY19 PROPOSAL				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2018
Agenda Date: October 24, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, FL, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106

BACKGROUND:

On April 12, 2011, City Council approved participation in a Cooperative Services Agreement with Connect Consulting, Inc., (CCI), High Springs, Florida, utilizing the City of Palm Coast RFQ-U-10-02, Services Contract for Professional Hydrogeological Services, effective April 15, 2010 through April 14, 2013, with two one-year renewals.

On February 11, 2014, City Council approved CCI's proposal utilizing the City of Palm Coast RFQ-U-10-02 first one-year renewal period of the two one-year renewal options.

On October 14, 2014, City Council approved CCI's proposal utilizing the second and final renewal option. CCI has completed the rehabilitation of 14 of the 48 wells, increasing the efficiency by an average of about 38% in the wellfield.

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

On May 8, 2018, Agenda Item 18-165 was approved by City Council, to renew the contract with Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12 for one additional year expiring April 27, 2019.

The City of Cocoa supplies water to customers in its service area from both ground and surface water sources. The surface water source consists of the Taylor Creek Reservoir. The ground water sources consist of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate Aquifer
2. Moderate yield, open-hole wells completed into the Upper Floridian Aquifer
3. High yield, open-hole wells completed into the Upper Floridian Aquifer
4. Aquifer Storage and Recovery (ASR) wells

Public Water System (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

City staff desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS well; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific task identified by City staff during the fiscal year as needed. The primary and typical services proposed to be conducted include the following:

- Public Water Supply Evaluations for Wells 3, 19, 21, 23, & 25
- Well Modification/Rehabilitation (specific wells to be determined)
- Pump Repairs/Replacement (as needed)
- Debris Removal (specific well to be determined)
- Bypass Valve and Piping Work for Wells 14, 17, 20, 22, & 25

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000
Account Number	421-4020-536.63-00, WS1106
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On May 8, 2018, Agenda Item 18-165 was approved by City Council to renew the contract with Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12 for one additional year expiring April 27, 2019

RECOMMENDED MOTION:

To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services.

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

01/16/2018

Mr. Gary E. Eichler, P.G.
Vice President
Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

RE: Letter Authorizing Contract Renewal

Professional Hydrogeological Services
Contract Name

RFQ-PW-U-15-12
Contract Reference

April 27, 2018
Contract Expiration

Dear Mr. Gary E. Eichler, P.G.,

The City of Palm Coast, Florida requests to renew your company's above referenced contract at the same original terms and conditions for one (1) year until April 27, 2019. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me at the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

Letter Authorizing Contract Renewal

Professional Hydrogeological Services

Contract Name

RFQ-PW-U-15-12

Contract Reference

CITY OF PALM COAST

DocuSigned by:
Jim Landon
28EDD2ABE6A8496...

Signature

Jim Landon

Print Name

Jan 22, 2018 | 5:25 AM PST

Date

Connect Consulting, Inc.

(Company)

DocuSigned by:
Gary E. Eichler
0F0D4945337F435...

Signature

Gary E. Eichler

Print Name

Jan 20, 2018 | 5:08 AM PST

Date

CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@lx.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

CONNECT CONSULTING, INC.

By: X _____

Date: 4/20/2015

By: X Barbara J Butt
Authorized Corporate Officer

Date: 4-20-2015

ATTEST:

CITY OF PALM COAST

By: Virginia Smith
Virginia Smith, City Clerk

Date: 4/28/15

By: _____
Jim Landon, City Manager

Date: 4/28/15

Approved by (Signature and date):

4/8/15
4/8/15
4/28/15
4/1/15

Responsible Department Director
City Finance
PCMD
City Attorney

Joyce Williams

From: Jesse K. Scott <JKScott@palmcoastgov.com>
Sent: Thursday, May 24, 2018 8:55 AM
To: Sonja Hamilton
Cc: Diane Kozlak; Joyce Williams; Shawn Weston; Kelly Little-Downey
Subject: RE: Request to Piggyback RFQ-PW-U-15-12

The City of Palm Coast is in agreement for The City of Cocoa to piggyback the Continuing Services Agreement with Connect Consulting Inc. for Professional Hydrogeological Services, RFQ-PW-U-15-12.

Thank you,

Jesse K. Scott
Purchasing Coordinator
City of Palm Coast
Tel: 386-986-2337
www.palmcoastgov.com

From: Sonja Hamilton <shamilton@cocoafl.org>
Sent: Thursday, May 24, 2018 8:42 AM
To: Jesse K. Scott <JKScott@palmcoastgov.com>
Cc: Diane Kozlak <dkozlak@cocoafl.org>; Joyce Williams <jowilliams@cocoafl.org>; Shawn Weston <sweston@cocoafl.org>
Subject: Request to Piggyback RFQ-PW-U-15-12

Mr. Scott,

The City of Cocoa requests to piggyback your Continuing Services Agreement with Connect Consulting Inc. for Professional Hydrogeological Services, RFQ-PW-U-15-12. Please confirm. Thank you.

Respectfully,
Sonja

Sonja Hamilton
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I
shamilton@cocoafl.org
Fax: (321) 433-8860

Serving our Community with PRIDE!

Central Florida Office
261 N. Lakeview Drive
Lake Helen, FL 32744
Office: 386-473-7766
Cell: 561-866-0540
Email: drobertson@cciwater.com

CCI Connect Consulting, Inc.

Water Resource Consultants

October 4, 2018

David Fisher
Superintendent
Dyal Water Treatment Plant
351 Shearer Blvd., Cocoa, FL 32922

Re: Fiscal Year 2019 Proposal
Wellfield Evaluation and Rehabilitation Services
City of Cocoa, Florida

Dear Mr. Fisher:

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the hydrogeologic evaluation, rehabilitation/repair and upgrade of selected Public Water Supply (PWS) wells in the City's well field. This project is designed to restore the yield of existing wells and increase the reliability of the well field to meet the current and future water demand. These services are a continuation of services provided to the City by CCI beginning in 2011. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery(ASR) wells

PWS wells at Cocoa are permitted under the City's Consumptive Use Permit (No. 50245) issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all PWS wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm well field capacity. The first phase of this effort was directed towards the screened, gravel-packed wells known as the T-wells. This project was completed in 2011/2012.

The second phase conducted in 2012/2013 focused on evaluating and rehabilitating the seven (7) Martin Wells. In addition, CCI conducted evaluations on PWS wells 14, 15, and 22 in 2013/2014. Wells 16 and 17 were originally included in the Fiscal Year (FY) 2013 proposal and Purchase Order (PO) 60813, however, City staff requested CCI to evaluate and rehabilitate PWS well 22 which was out of service in lieu of evaluating wells 16 and 17 which were in service. In 2014 under PO 63335, CCI evaluated PWS wells 1T, 4T, 7A, 17, and 20; conducted rehabilitation on well 1T, rehabilitation and modification of well 7A; limited rehabilitation (brushing of casings and/or raw hide development) on wells 17 and 20; and replacement of pumps in wells 17 and 20. In addition, CCI conducted an evaluation and installed a new vertical line shaft turbine pump in well 24 in September 2014 under PO 64266 after the existing well pump failed in late August 2014.

In 2015 under PO 64818, CCI conducted an evaluation on PWS well 18, pump repairs and/or replacement on PWS wells 18, 20, 24 and 25, and rehabilitation of wells 18 and 24. Additionally, CCI conducted a program to remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells. In 2016 under PO 66901, CCI conducted hydrogeologic evaluations on PWS wells 12A and 16, and made pump and piping repairs to numerous wells including 2T, 3T, 12T, 12A, 39, and 41. CCI also conducted a valve replacement program on several key PWS wells including wells 20, 22, 23, 24 and 25. CCI conducted hydrogeologic well evaluations on two of the City's ASR wells, including R-2 and R-10. In addition, CCI conducted wellhead and pump service work on ASR wells R-8 and R-9 as part of a larger program associated with the ASR wells operated by the City. Lastly, CCI conducted a complete round of water quality sampling and analysis on 46 of 48 PWS wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells.

In 2017, under PO 69007, CCI conducted an evaluation on PWS well 19, conducted pump repairs and/or replacement on wells 6T and 19 conducted well rehabilitation on PWS Well 19, furnished pressure transducers for 15 PWS wells, and continued the valve replacement/wellhead upgrade program started in 2016, including work on PWS wells 6T, 14, 17, 19, 22, and 25. In 2018, under PO 71711, CCI conducted evaluations on PWS wells 1, 3, 7T, 21, and Aquifer Storage and Recovery (ASR) well R-1, conducted pump repairs and/or replacement on wells 1, 3, 7T, 10T, 12T, 15T, and 21, and conducted well modification and rehabilitation on well 21. In addition, repairs to USGS monitoring well Cocoa B were made to address wellhead damage and a leaking well casing.

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

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Evaluation of Public Water Supply Wells

Wells 14 through 25 produce water from the UFA with rated capacities ranging from 1,800 to 2,400 gallons per minute (GPM). Wells 14 through 17 were installed in the early 1960's and are some of the oldest wells within the wellfield; wells 18 and 19 were installed in 1981. Wells 20 through 22 were installed in 1991, and wells 23 through 25 were installed in 1995.

Table 1 lists the well construction details for wells 14 through 25. As noted, wells 23 & 25 have not been evaluated by CCI. CCI proposes to conduct evaluations on these two (2) wells which will provide updated reports/information on all of the City's largest (highest production) PWS wells (14 through 25). Access to some of these wells requires the removal of the metal roofing assembly. This will require a crane to remove the roof and also the well pump. In addition, City staff recommended CCI evaluate PWS well 4A1 which provides water to the Lockheed Martin testing facility near Dallas Blvd. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/TV survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

Table 1 – PWS Well Construction Details (Wells 14 through 25)

Well ID	Year Installed	Casing Diameter (inches)	Casing Material	Casing Depth[1] (Ft. BLS)	Total Depth[1] (Ft. BLS)	Design Rate[1] (GPM)	Pumping Rate[1] (GPM)	Specific Capacity[1] (GPM/Ft.)
14	1962	12	Steel	252	761	1400	2153	55
15	1964	12	Steel	262	600[2]	2100	2292	350
16	1964	12	Steel	255	600	1800	2292	230
17	1964	12	Steel	252	600	1800	2292	230
18	1981	16	Steel	254	600	2200	1824	--
19	1982	16	Steel	254	600	1800	2220	--
20	1991	16	Steel	290	602	1800	2500	485
21	1991	16	Steel	294	603	1800	1912	101
22	1991	16	Steel	293	610[3]	1800	2333	433
23	1995	16	Steel	300	600	1755	2430	115
24	1995	16	Steel	310	600	1755	2430	365
25	1995	16	Steel	300	600	1755	2430	335

Notes: 1. Based on Cocoa Well and Pump Data Tables and 2013 USGS Annual report for the Cocoa wellfield
2. Back plugged from 702 feet to 600 feet in December 2000
3. Back Plugged from 610 feet to 548 feet in September 2013
Ft. BLS – Feet below Land Surface
Yellow – indicates well evaluation completed by CCI

The specific tasks include:

1. Remove and field inspect the pump, motor and column.
2. Conduct an evaluation of each well, including:
    a. Conduct static geophysical logs, including: caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature and fluid velocity.
    b. Conduct dynamic (pumped) geophysical logs, including: fluid resistivity, fluid temperature and fluid velocity.
    c. Conduct static and dynamic borehole video surveys of each well.
    d. Conduct a specific capacity pumping test on each well.

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3. Perform pump repairs and or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on PWS wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2019. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, other well stimulation techniques, and re-development.

Removal of Well Pumps and Debris

This task includes providing labor, equipment and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in nearly 50% of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will provided on an as needed basis and based on direction from City staff.

USGS Monitoring Well C Initial Abandonment

The United States Geologic Survey (USGS) installed a multi-zone monitoring well due north of PWS Well 14 along Wewahootee Road. This well, known as Cocoa C, was originally constructed in 1965 and designed to monitor five (5) different intervals within the UFA in this part of Brevard County and within the City's wellfield. The five zones extended from 250 feet to 1,360 feet below land surface. The construction details of this monitoring well "cluster" has created a pathway for ground water with elevated salinity

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(chloride) in the deep portions of the UFA to migrate upward and into the production zone of the UFA utilized by the City's PWS wells. Based on discussions with the staff of the USGS and SJRWMD, this well can be abandoned. The abandonment of this well cluster is critical to maintaining the long term water quality of the City's wellfield. To that end, CCI is proposing to conduct initial well abandonment activities to obtain a sufficient amount of information to develop an approach and cost estimate to fully and properly abandon the well cluster. Tasks will include installing a temporary culvert along Wewahootee Road, limited land clearing to provide access to the well with a drilling rig, construction of a suitable drilling pad, and initial efforts to remove the 1-1/4" galvanized pipe of the five zones. The results of the initial abandonment efforts will be presented to the SJRWMD with the goal of obtaining cost share funding to complete the well abandonment efforts.

Team

CCI will team with qualified and very experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 3**. We have worked with each of these partners in the past and propose the following team:

Table 3 - Teaming Partners

Service Provider	*Expertise*
AMPS, Inc.	Well Rehabilitation/Repairs
Freeman Well Drillers, Inc.	Well Rehabilitation/Repairs
Hausinger & Associates, Inc.	Well Rehabilitation/Repairs
Ullrich's Pitcher Pump, Inc.	Well Rehabilitation/Repairs
Advanced Borehole Services, Inc.	TV Survey/Geophysical Logging
RM Baker, LLC	TV Survey/Geophysical Logging
Hawkins Chemical Co.	Chemicals/Additives
Flowserve Corporation	Pump Services
Coast Pump	Pump Services
Goulds Corporation	Pump Services

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/TV survey will provide well-specific information which may result in the modification of the approach as needed. Since we won't know exactly what steps are needed at each well, we have proposed to conduct this work on a well-specific basis.

It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract which we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in labor rate table at the end of this proposal.

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South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

In addition, CCI and our teaming partners will be providing the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal. In summary, our best estimate at this time, for overall costs the City can expect for this scope of work are listed in **Table 4**.

Table 4 - Projected Cost Summary for FY 2019 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	PWS Well Evaluations 4A1, 23, & 25 (3 wells)	$25,000	$75,000
2	Well Modification/Rehabilitation (wells TBD)	$ TBD	$50,000
3	Pump Repairs/Replacement (as needed)	$ TBD	$50,000
4	Debris Removal (wells TBD)	$ TBD	$15,000
5	Valve and Piping Work (wells TBD)	$ TBD	$25,000
6	Monitoring Well C Initial Abandonment	$35,000	$35,000
		Total	**$250,000**

For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used on the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 5** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 5 – Engineering Estimates for Potential Well Rehabilitation Services

Category	*Description*	*Estimated Cost/Well*
1	Well liner installation	$30,000
2	Well acidization	$30,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$10,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact either of us if you have any questions.

Sincerely

Connect Consulting, Inc.

Gary E. Eichler
Gary E. Eichler, P.G.
Principal Hydrogeologist

David S. Robertson
David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Jack Walsh
Troy Howell
Thomas Freeman

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Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician	95
Office Support	70

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	3,500	Event
Borehole Video Survey Services	1,800	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	1700
Boom Truck	1200
Pump Hoist	1100
Welding Machine	1000
Air Compressor	1000
Jetting Rig	1500
Acid Surge Tank(s)	220
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	350
Test Pump(200-500GPM)	875
Test Pump(>500GPM)	1250

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor	225/55 gal. drum
HCL w/o metal inhibitor	200/55-gal. drum
Sodium Hypochlorite	10.00/gal.
Calcium Hypochlorite (HTH)	10.00/lb.
Other Materials not Listed	Cost +10%

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Legislation Details (With Text)

File #:	18-508	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/10/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Trane - FY19 Service Agmt Trane - Cust Svc Flows Part 1 Trane - Cust Svc Flows Part 2 Trane - COI Trane - Pricing List Proprietary Sole Source Vendors List 2.9.17 Sole Source Resolution 2018				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2018
Agenda Date: October 24, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant

BACKGROUND:

Originally, services were approved by the City Manager on January 24, 2017 through a cooperative agreement with Brevard County Board of County Commissioners based on Brevard County Facilities Management RFP #P-6-16-02 for County-wide HVAC Maintenance and Repair Service with contract term of March 1, 2016 through March 1, 2021 with two one-year options to renew.

On February 9, 2017, Trane Building Services, Maitland, Florida, was added to the City of Cocoa Proprietary Sole Source Vendor List. Trane is the only HVAC company that can perform authorized service and repairs to the existing Trane HVAC equipment and Tracer Summit building automation system. Currently, City Hall, the Civic Center, and Police Station have equipment that can only be

serviced by Trane.

The Dyal Water Treatment Plant budgeted for HVAC Maintenance and Repair Services FY19 and expects these costs to be in excess of the City Manager's Signing Authority. Therefore, staff requests approval of waiving the competitive bidding process for making sole source purchases of HVAC Services from Trane Building Services, Maitland, Florida. for FY19.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$58,188.00
Account Number	421-4020-536.46-00
Account Name	Repair & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On November 14, 2017, City Council approved Resolution 2017-120 to waive the competitive bidding process and through the City Manager's recommendation, to amend the Trane service contract.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant.

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Trane Service Agreement

BAS and HVAC Equipment



SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

LOCAL TRANE OFFICE:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

PROPOSAL ID:
2518235

DATE:
October 1, 2018

Term: October 1, 2018 – September 30, 2019

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Executive Summary

Thank you for choosing Trane Building Services as your provider for integrated HVAC equipment and building automation system (BAS) support.

HVAC equipment is driven by the building automation system; its operation is inextricably connected and responsible for creating building environments that play an important role in an organization's success. Optimal temperature, humidity, air quality and energy efficiency contribute to a number of objectives: Occupant comfort, productivity, quality control and operational cost savings, to name a few.

Like most technology and equipment, integrated building systems need professional attention to sustain peak performance. Proactive maintenance prevents unplanned and disruptive downtime. This Trane Service Agreement—implemented by Trane professionals who are knowledgeable in both HVAC equipment and control systems—offers many benefits:

- **Sustainability** – Improving operational integration between HVAC equipment and BAS reduces energy consumption, thereby lessening your carbon impact and advancing your sustainability goals.

- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through the Intelligent Services Center enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.

- **A stronger bottom line** – Excessive energy consumption and emergency repairs erode your bottom line. Planned service typically pays for itself through energy and operational cost savings.

- **Operational consistency and continuous improvement** – Exclusive, optional aspects of this Service Agreement leverage Trane Intelligent Services (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization.

We are committed to maintaining the integrated HVAC equipment and BAS that enable your building to achieve higher levels of performance. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A comprehensive BAS and HVAC Equipment Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

*Source: FEMP O&M Guide-August 2010

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure help that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of the support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process -
Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

The Agreement

SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

LOCAL TRANE OFFICE:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

DATE:
October 1, 2018

Scope of Services – Standard Inclusions

The following services are included in your building automation service agreement with Trane (check all that apply*):

Services Included*	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
X	Repair Labor
X	Repair Parts and Materials
	Overtime Repair Labor
	Emergency On-Site Services
	Other

** Please see the following pages for the Equipment List and Schedule of Services completed during each inspection.*

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Building Automation System - Standard Inclusions

Trane VariTrac System (Main Building)

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of primary controller database to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they understand how to effectively use the system.

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Repair and Replacement Parts and Labor

Trane will provide labor and/or materials to repair or replace failed or worn specified components of the BAS to maintain peak operating condition, and to reduce the financial burden of unexpected replacement and emergency repairs. Suspected faulty components may be repaired or replaced to proactively avert system interruptions.

Emergency On-site Response

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.

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TRANE
Building Services

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

HVAC Equipment - Standard Inclusions

Refrigerant Management

- Refrigerant Replacement at **0%** of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential systems failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and materials basis.

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Equipment Coverage and Services

Equipment Tag / Type	Model Number	Serial Number
CHILLER #1	RTAA1004XJ01B3C0BFGQ	U98C06633
CHILLER #2	RTAA1004XJ01B3C0BFGQ	U98C06634
CHILLED WATER AHU #1 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43535
CHILLED WATER AHU #2 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43534
AIR HANDLING UNIT 5T (Main Bldg)	TWE060A100EL	9352PC1BD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8402L2LBD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8435LMKBD
AIR HANDLING UNIT 2.5T (Main Bldg)	CBX40UHV-30-230-6-03	1613L08706
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y122F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y3M2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y4G2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9352LAT2F
CONDENSING UNIT (Main Bldg)	2TWB3060A1000AA	93333GG2F
CONDENSING UNIT (Main Bldg)	XP16-024-230-11	5814L03695
BUILDING AUTOMATION SYSTEM (Main Bldg)	VariTrac	N/A
ROOFTOP PACKAGE UNIT (Main Bldg – MCC)	TSC120E4R	103410721L
ROOFTOP PACKAGE UNIT (Main Bldg – MCC)	TSC120E4R	103411365L
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-21	TM239603883
CONDENSING UNIT (Wewahootee Plant)	2TTB2042A1000	4243SHP3I
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-14	TM079600571
CONDENSING UNIT (Wewahootee Plant)	TTB024C100A2	5295PS95F
MINI-SPLIT SYSTEM (Wewahootee Plant)	RAV-SP180KRT-UL	32600031
AIR HANDLING UNIT	TWE024C14FA0	N0810T31V
CONDENSING UNIT	TTP024C100A3	N082TBFUE
AIR HANDLING UNIT	TWE030C140F1	N29348XIV
CONDENSING UNIT	TTP030C100A0	N263YFXFF
AIR HANDLING UNIT	TWE018C14FA0	N301WKWIV
CONDENSING UNIT	TTP018C100A2	N283P8RFF
AIR HANDLING UNIT	TWE024C14FA0	N301WMXIV
CONDENSING UNIT	TTP024C100A3	N2912Y3FF
AIR HANDLING UNIT	TWE024C14FA0	N301WN7IV
CONDENSING UNIT	TTP024C100A3	N291M9YFF
BARD ROOFTOP PACKAGE UNIT	P1130A1	172N991297497-1
CONDENSING UNIT (Taylor Creek)	TTP024C100A3	N284TPKFF
AIR HANDLING UNIT (Taylor Creek)	TWE030C140F1	N29348A1V
CONDENSING UNIT (Filter Gallery)	TTA120D400	12282T54YA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171K6WBA
CONDENSING UNIT (Filter Gallery)	TTA120D400	1231569DYA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171LC3BA

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance

Site Address:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation System and equipment consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is one (1) year, beginning **October 01, 2018** and expiring **September 30, 2019**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on September 30, 2018, this Agreement shall renew automatically for successive periods of one (1) year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Term	Annual Amount USD	Payment Term
Oct 1, 2018 – Sept 30, 2019	$58,188*	Quarterly

**** The above pricing is based upon the Brevard County Facilities Management Request for Proposal for Countywide HVAC Maintenance & Repair Services (RFP # P-6-16-02).***

☐ A one-time 3.00 % discount is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Please check the box for this option.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: **Jason Aki**
Cell: (321) 228-8865
Office: (407) 660-1111
Proposal Date: October 1, 2018

_____

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TRANE ACCEPTANCE
Trane U.S. Inc.

_____
Authorized Representative

_____
Title

_____
Signature Date

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Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof;

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(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence

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Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring**. Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect**

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sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)

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TRANE
Building Services

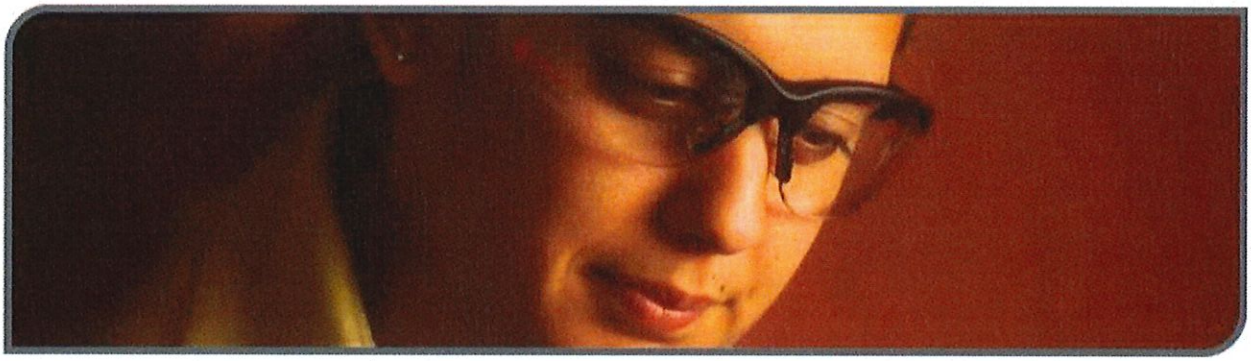
Appendix



Safety
Customer Service
Flows

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.

Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

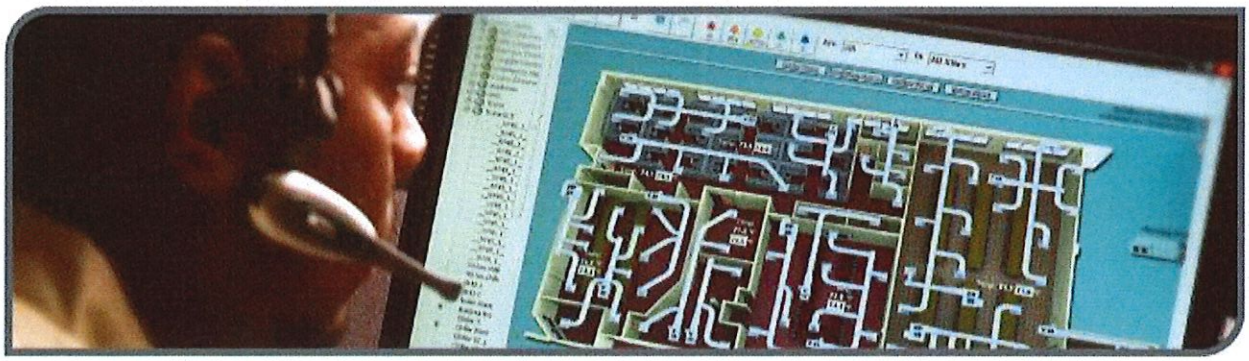
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.
Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Air Cooled Condenser Annual Inspection
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Monthly Inspection
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Monthly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection
Description
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection
- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Monthly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning)
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Monthly Inspection
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics

- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser)
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Monthly Inspection (Includes Condenser)
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review
Description
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Clarifications of Work Performed

This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service	Description	Not Performed on Site

CONTRACT FOR SERVICES
BETWEEN
TRANE US, INC.
AND
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

THIS CONTRACT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Trane US, Inc.**, a business having its primary business location at 2301 Lucien Way, Suite 430, Maitland, Florida 32751 (hereinafter the "Service Company" or "Contractor").

WHEREAS, the County issued RFP #P-6-16-02 seeking a qualified HVAC contractor to provide heating, ventilation and air conditioning services;

WHEREAS, Trane submitted a response to the solicitation for such services;

WHEREAS, Trane's response has been reviewed as determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA or its duly appointed representative.
- "OWNER" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA.
- "SERVICE COMPANY" shall mean TRANE US, Inc.
- "FACILITY" shall mean any building owned or leased by the COUNTY.
- "PROJECT MANAGER" shall mean the Service Company's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.
- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by Owner) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.

- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Service Company's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Service Company's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

2.0 **CONTRACT BASIS**

This Contract is based on the Brevard County Board of County Commissioners Request for Proposal (RFP) Number #P-6-16-02 for HVAC services dated and the Proposal provided by **TRANE US, INC.** dated December 30, 2015.

Any subsequent clarification letters and change orders will become part of the Contract.

3.0 **SCHEDULED MAINTENANCE**

Maintenance intervals will be determined by equipment run time, application, location, maintenance experience, and manufacturer's specifications, unless otherwise required. The detailed maintenance schedules are listed in the Brevard County Board of County Commissioners RFP #P-6-16-02. When there is a conflict between the RFP and TRANE US, Inc. (Service Company's) Proposal, the RFP will prevail.

3.1 The overall scope of the HVAC system maintenance and repair services performed by the Service Company shall include, but not be limited to, labor, supervision, materials, parts, tools, transportation, fuel and each and every item required to perform the preventative maintenance repair and installation services of the following systems and their components: Heating Systems, Ventilating Systems, Air Conditioning Systems and related HVAC Controls as required and directed by the County. All maintenance and repairs shall be performed in accordance with manufacturer's recommendations to meet manufacturer's performance requirements. This shall include the following equipment and parts:

3.1.1 **Chillers**: Air to water/water to water type chillers with scroll, reciprocating or centrifugal compressors including all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.

3.1.2 **Cooling Towers- All Types**: Provide complete maintenance, service and repairing of mechanical parts of cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control

3.1.3 **Air Handlers/Condensing Units**: All equipment related to split systems, package units and OA units.

3.1.4 **Thermal Energy Storage Systems (TES)**: All equipment related to ice storage systems.

3.1.5 **Building Automation Systems (*TRANE* Tracer Tracker SC)**: All equipment related to front end building control units (BCU). All PCM, UPCM, UCM, programming and all other control equipment related to the BAS system including updates and upgrades.

3.1.6 **Variable Air Volume (VAV):** All equipment related to VAV boxes including calibration.

3.1.7 **Motors and Belts:** All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, cooling towers and building exhaust fans.

3.1.8 **Pumps:** All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. Standard pumps as well as pumps controlled by VFD.

3.1.9 **Fans:** All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.

3.1.10 **Boilers:** To include all boilers which supply re-heat for HVAC systems, all heating boilers, "hot water and steam". All parts of boiler from the entering water flange to the leaving water flange (to include all heating circulating pumps, flow switches, controls and boiler make-up water valves/float).

3.1.11 **Freon Monitors:** All Freon monitoring devices will be included in this contract. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.

3.1.12 **Insulation:** Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.

3.1.13 **VFD's and Starters:** All VFD's and starters related to applicable equipment list shall be covered under this contract.

3.1.14 **Energy Management Systems (EMS):** All portions of the EMS shall be included such as control panels, sensors, transducers, relays, etc. shall be covered under this contract.

3.1.15 **Filters:** Provide and install as a minimum 30% efficiency and pleated filters. Filters must be changed within a maximum of ninety (90) days or three (3) months between changes. Filters on fresh air intakes must be changed monthly. Each filter, when changed, must have the change date written on the filter.

3.1.16 **Trane ES Server:** All support, updates and upgrades to maintain server.

3.1.17 **Monthly Meetings:** Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

3.2 The objectives of this Contract are as follows:

3.2.1 To operate and maintain the chillers and related equipment in County facilities in accordance with manufacturer's recommendations and requirements at the highest possible standard at an acceptable cost.

3.2.2 To provide related services highly responsive to the needs of the County and its employees and visitors.

3.2.3 Long range changes in operation philosophy, schedules and the existing preventative maintenance program shall be mutually agreed to by the County and the Service Company. The County reserves the right to make all final decisions related to systems operations, schedules or the preventative maintenance programs.

4.0 PREVENTATIVE MAINTENANCE SPECIFICATIONS

4.1 The Service Company shall provide all supervision, labor, materials, equipment, supplies and parts to operate in a first class condition, on a continuous basis, all equipment listed on attached list. A list of the minimum equipment maintenance expectations is included as "Preventative Maintenance Minimum Requirements".

4.2 Preventative maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Service Company shall control scheduling at agreed upon intervals for preventative maintenance and task functions to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Service Company shall schedule preventative maintenance tasks by computer to assure a uniform and detailed method of scheduling work. A copy of this schedule will be sent to the County Representative

4.2.1 Maintenance intervals will be determined by equipment run time, application, location and manufacturer's specifications.

4.2.2 Preventative maintenance performed under this Contract is designed to minimize the incidence of emergency situations; however, back up emergency service will be provided 24 hours a day to minimize down time inconvenience.

4.2.3 All of the manufacturer's recommendations are to be followed. The County Representative must approve any amendments.

4.2.4 Component Replacements: The Service Company will replace worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence.

A. A component may be repaired or replaced in advance to prevent a system failure.

B. Refrigerant.

C. Components, parts, supplies, and refrigerant shall be included in the monthly preventative maintenance fee.

5.0 REPAIR MAINTENANCE SPECIFICATIONS

5.1 The Service Company shall provide all supervision, labor, materials, supplies and parts to repair and maintain in a first class condition, on a continuous basis, all equipment listed on *Price Sheet* in **Attachment A**. If the material costs to repair a major unit exceed fifty percent (50%) of the replacement costs for the unit, the County has the option of replacing the unit and paying the difference of a new unit. The Service Company will inform the County Representative when this situation occurs and the County Representative will decide whether to repair or replace.

5.2 Repair maintenance includes repairs and adjustments of equipment in response to conditions discovered during performance of preventative maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety consideration or possible damage shall be responded to immediately.

5.3 To ensure timely repairs for normal and emergency situations, the Service Company shall maintain, or have access to, an adequate inventory of replacement parts for equipment under this contract. If repairs cannot be accomplished within twenty four (24) hours of system failure, the Service Company shall provide temporary cooling. The Service Company will have access to; delivery and setup of portable air/chillers at an additional cost to the owner. Service Company will verify size of temporary air conditioning

appropriate for given space. The Service Company shall obtain authorization from Owner or designee prior to setup of portable air conditioning.

5.4 The Service Company shall furnish and install all materials, parts, and supplies required for repairs.

5.5 Service Repair, Installation Requests: The Service Company shall process written routine requests for repair/installation services in accordance with existing work order system. Service Company personnel shall notify the County of any malfunction or any other abnormal or unusual condition discovered.

5.5.1 Each service/work request shall be logged and acknowledged. Formal work orders will be prepared for each service/work request received. The Service Company Project Manager shall be aware of the status of all work orders. The work orders will include all items in the work request, priorities, identification of charges, time and materials used, starting and completion dates, and any other pertinent data. Job completion data will be reported to the County Representative.

5.5.2 **Service Desk**: The Service Company shall operate during normal work hours (8:00 am to 5:00 pm) a service desk to receive all calls including complaints, repair requests, and service requests. The Service Desk will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Service Company shall distribute, complete and close such work orders.

5.5.3 **Response Time**: Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint for non-emergency work must be responded to within eight (8) hours, but not exceed twenty-four (24) hours of initial receipt of call. Emergency response time for repair maintenance shall be responded to within two (2) hours. If for any reason the request cannot be resolved within the same workday, Facilities Work Control and area supervisor will be notified of the delay and will be given a reasonable time when the work shall be completed. Work Control will notify occupants as appropriate. Any second call for service/complaint shall be elevated to the Service Company's Project Manager.

6.0 SERVICE COMPANY RESPONSIBILITIES (ALL SERVICES)

6.1 **Computerized Maintenance Management System:** The Service Company shall use a computerized maintenance management system to manage and track all work. All preventative maintenance work orders shall be printed, distributed to Owner, completed, and closed out by the Service Company.

6.2 **Warranty Administration:** The Service Company shall administer, coordinate, and enforce all warranties provided by contractors, vendors, and equipment suppliers. The Service Company shall perform all work such that all warranties are maintained in full force and effect.

6.3 **Reports:** In order to account for all of its services, the Service Company will submit reports as required by the County and keep a service log at each equipment location. The service log shall state the date, time, service technician and description of all services rendered. The Service Company shall submit a proposed service log format for the County's approval upon its execution of the

Contract. Owner shall approve the format and contents of the service log prior to use. A monthly schedule for preventive maintenance and installation repairs will be submitted to the County Representative by the 5th of each month.

6.4 Refrigerant Status Report: A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any equipment under this Contract. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Facilities Department, one copy left in the jobsite maintenance log, and copies retained at the Service Company office.

6.5 Monthly Status Meeting: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

6.6 Supervision of Work by Service Company:

6.6.1 The Service Company shall supervise and direct the work, using professional best skill and attention. The Service Company shall be responsible for assigning appropriately qualified personnel for the specified work.

6.6.2 The Service Company shall be responsible to the County for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Service Company.

6.6.3 The Service Company shall designate a project manager to act on its behalf that shall be responsible for matters pertaining to the Service Company's performance of services and shall have authority to accept service of all notices which the County desires to serve, or which are required by this Contract to be served on the Service Company. The Service Company shall advise the County in writing of the name, address and telephone number of such designated representative and of any change in such designation.

6.6.4 The Service Company's working project manager must be available to County management during designated working hours and available through a cell phone or paging system during non-working hours to ensure problems, working conditions, complaints, coordination and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Service Company in matters relating to the Contract.

6.7 Scheduling of Work

6.7.1 The Service Company will make every effort to complete its assigned tasks without disruption to employees. The normal working hours for most County offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

6.7.2

Emergency Service Requests may be initiated both during and after normal business hours. The Service Company shall, within two (2) hours' notice, meet the County personnel (if necessary) at the job sites, review the scope of work, proceed with work without delay and in general be responsive to the emergency request. If for any reason the request cannot be resolved within the same work day, Facilities Work Control will be notified of the delay in repair. No additional payment will be made to Service Company due to emergency repair requests except for the following:

If Service Company is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, misuse, negligence, vandalism, elements, lighting, single phasing, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Service Company's reasonable control, Owner shall be separately billed for such time and expense.

6.8 To facilitate contract administration and inspection by the Owner's representative, the Service Company shall:

6.8.1 Ten (10) days prior to the Contract starting date, submit in writing to the Owner's representative(s) the names of at least two (2) representatives, each of whom is authorized to act for the Service Company in every detail. The Service Company's representatives, their location, and their availability must be satisfactory to the Owner's representative(s). The Service Company's representative(s) must be available to meet with Owner's representative(s) during the Owner's work hours as necessary.

6.8.2 Ten (10) days prior to commencement of the Contract, the Owner's representative(s) and the Service Company shall meet, review and have approved the total workload, scheduling of preventative maintenance, and the methods proposed by the Service Company.

6.8.3 Service Company shall be required to provide a Personnel Manning Report to the Owner's representative indicating the number and names of persons assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be provided to the Owner's representative.

6.9 Service Company's Employees

6.9.1 The Service Company shall employ a sufficient number of qualified personnel and schedule such personnel for sufficient hours to accomplish all daily tasks set forth in the schedule provided by the Service Company and to meet to the quality standards set forth in the recommended standards of the RFP and Response. Where work is not performed or accomplished in accordance with the standards, the deduction criteria will be used by the County in determining deductions for non-performance of work or for work below quality standards. The Service Company has the prerogative to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the Contract specifications, neither of which shall increase the Contract cost.

6.9.2 The Service Company shall keep and have available for review by the Owner's representative the records identified below for each employee:

6.9.2.1 Employee Name, Social Security Number, Date of Birth, Home Address and Phone Number.

6.9.2.2 Employee Work Classification(s).

6.9.2.3 Any and all Service Company employees will display a Facilities Department issued badge at all times and company uniform displaying company name when on Brevard County property.

6.9.2.4 The Service Company shall account for all time its personnel spends on Brevard County premises and keep records of work

actually performed by the Service Company and the amount of time spent on such work. Such time records shall be submitted by the Service Company to the County for approval each Monday morning for the previous week's work.

6.9.2.5 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to the County.

6.10 Personnel and Equipment

6.10.1 Vehicles and Technicians: Service Company shall provide evidence of the number of service vehicles and technicians that operate in the service area to be available to perform work at various County facilities.

6.10.2 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of parts, tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials; cleanup of work site.

6.10.3 The personnel employed by the Service Company at the County facility will at all times remain the employees of the Service Company. No relationship of "employee to employer" exists or will be allowed to exist between the Service Company's employees and the County.

6.10.4 All employees of the Service Company assigned to duties must be acceptable to the County. The County reserves the right to prohibit any given employee of the Service Company from performing work under this Contract should there be any concerns regarding the employee's background or should any other entity (for which the County provides services through or under this Contract) object to such employee providing services on their premises. Under such circumstances, the Service Company shall be responsible for providing an alternate employee to provide the services needed without additional compensation.

6.11 Qualifications of Employees

6.11.1 All employees assigned by the Service Company to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Service Company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses and/or manufacturers certifications for the required work to be performed.

6.11.2 The personnel employed by the Service Company shall be capable employees, age 18 years or above, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Service Company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

6.11.3 All our County buildings are smoke free.

6.11.4 The Service Company shall maintain a list of all Service Company employees assigned to work on the County premises. The employee list

shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Information can be used for background investigation. The list shall be updated with the same information (stated above) for all newly hired employees who are assigned to work on County premises. The Service Company shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the Owner's representative immediately upon their effective date.

6.11.5 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge. It shall be the Service Company's responsibility to inform the Owner's representative of all new employees promptly at time of employment/assignment.

6.11.6 All employees of the Service Company will be required to wear neat, clean uniforms bearing the service company's name during duty hours. The County shall approve uniforms. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in County buildings or premises.

6.11.7 The Service Company shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.

6.11.8 The Service Company shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

6.11.9 The Service Company shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

6.11.10 If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of $25.00 each.

6.11.11 When requested, the Service Company shall cooperate with any ongoing County investigation involving economic loss or damage to County buildings, or County or personnel property therein.

7.0 OWNER RESPONSIBILITIES

7.1 The County shall designate a person or group of persons as representatives to act in its behalf who shall (1) provide full information as to its requirements for the Service Company's services, (2) examine and review the work performed by the Service Company, (3) render decisions pertaining to the Service Company's service and the administration of this Contract, and (4) accept service of all notices which the Service Company desires to serve, or which are required by this Contract to be served on the County. The County shall advise the Service Company in writing of the name, address, and telephone number of such designated person or group of persons and of any change in such designation.

7.2 Owner shall:

7.2.1 Provide Service Company reasonable and safe access to all equipment covered by this Contract;

7.2.2 Notify Service Company of any unusual performance of equipment included in this specification;

7.2.3 Permit only Service Company or County personnel to repair or adjust equipment and/or controls during the period of this Agreement;

7.2.4 The Contract Officer's Representative(s) will determine how the Service Company will receive access to the facility;

7.2.5 This Contract presupposes that all major pieces of equipment are in proper operating condition at the signing of this Contract. Required restoration shall be performed by the Owner at its cost prior to Service Company's being obligated to perform under this Contract. Should restoration charges be declined, those non-maintainable items will be eliminated from the program.

8.0 EXCLUSIONS

8.1 Service Company *will not* be responsible for:

8.1.1 The repair and replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, insulation, electrical wiring, hydronic piping, structural supports, water tower structure, boiler refractory material and shells, paint, rust, corrosion, acts of God, storage tanks, and similar items. However, rust/corrosion caused by leaks from components that are included for maintenance shall be the responsibility of the Service Company. For example, a leaking valve causing rust on the valve or other system components such as motor, pumps, piping will be included.

8.1.2 Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Service Company as part of this Contract.

8.1.3 Problems caused by utility service needed for operation of the equipment or damage sustained by equipment.

8.1.4 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this Contract. However, boilers covered under this Contract will require assistance to the State Inspector when he/she comes.

8.1.5 Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.

8.1.6 Building access or alterations that might be necessary to repair or replace Owner's existing equipment.

8.1.7 This Contract does not include air conditioning duct work unless damage is determined to be a direct result of contractor's performance of work under this agreement. Recording or portable instruments, services to any pipe covering or insulation containing asbestos or responsibility for maintaining the appearance of decorative casings or cabinets.

9.0 SPECIAL TERMS AND CONDITIONS (ALL SERVICES)

9.1 The Service Company will cooperate with all other departments residing at the facility to ensure mission is accomplished.

9.2 The Service Company is expected to adhere to and assist in the environmental efforts to preserve the environment and recycle materials through programs instituted by the County. Every effort will be made by the Service Company to expand the environmental programs in their area of responsibility.

9.3 Safety:

9.3.1 All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Service Company to insure that their employees and/or subcontractors read the safety literature supplied to them by the County. These requirements must be adhered to at all times.

9.3.2 County Regulations: Service Company personnel shall adhere to Safety and other regulations established by the County.

9.3.3 Safety Codes: Service Company shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable State, local and Federal codes. The storage of any combustible substances shall be in conformance with applicable codes.

9.3.4 Confined Spaces: The Service Company shall adhere to all established guidelines of OSHA or any other Federal, State or local agency in regards to accessing confined spaces.

9.3.5 Precautions will be exercised at all times for the protection of persons (including employees) and property. The Service Company at Service Company's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County.

9.3.6 Service Company shall timely obtain and keep in force, at Service Company's expense, all permits and licenses required by applicable governmental authorities for the performance by Service Company of all covenants herein contained on the part of Service Company.

9.3.7 The Service Company shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Service Company. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Service Company shall constitute cause for immediate termination of the Contract.

9.3.8 All required training for compliance with OSHA, MSDS and other regulatory agencies is the responsibility of the Service Company. Records of the training will be made available for inspection by the County Representative(s) upon request.

9.3.9 The Service Company at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials shall be removed by the Service Company.

9.4 Utility Cutoff: At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities without the County's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.

9.4.1 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of its operations on the property.

9.5 **Hazardous Materials:** If, during or prior to the performance of its functions hereunder, the Service Company discovers the existence of a hazardous substance such as, but not limited to, asbestos, it will stop work immediately and notify Owner of its existence. Owner agrees to take such steps as may be required in relation to the hazardous substance as will permit Service Company to safely resume its work hereunder.

9.6 Existing parts removed for replacement shall be physically turned over to the County representative. Replaced parts shall have labels attached that provide sufficient information to determine type, date replaced and location of equipment.

9.6.1 All equipment shall be operated only as required and in the most economical manner consistent with load requirements. Manufacturer's recommendations, good practices and design requirements.

9.6.2 All parts are to be OEM. NO substitutions will be allowed without prior approval of the County representative.

9.6.3 All oils removed from any equipment will be placed in properly marked containers and will be properly disposed of by the Service Company.

9.6.4 Any Freon removed from any equipment under this Contract that is not reusable, will be the Service Company's responsibility to dispose of legally. The Service Company will supply the County representative with a letter stating the amount of Freon to be removed and the company name and location that will be shipped to prior to removing it from County property.

9.7 **Warranties:** The Service Company warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7.1 The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

9.8 **Contract Deductions**

9.8.1 The County may undertake or award other contracts for work not being performed acceptably by the Service Company and/or for work not being

accomplished on time by the Service Company. Cost incurred hereby will be deducted from the Service Company's monthly bill. However, this Contract shall not be considered an exclusive contract for providing the type of services covered under this Contract.

9.8.2 If any work, which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Service Company or its designated representative will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Service Company. Notice will be given to the Service Company to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected within twenty-four (24) hours or is repetitive (as determined by the Owner's Representative) deductions will be made at the rate of $200.00 for each incident.

9.8.3 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the County reserves the right (in addition to other specified penalties) to:

1) Make deductions in accordance with the rate above.

2) At the discretion of the County, cancel the Contract on as short a notice in writing as may be consistent with securing a replacement Service Company to take over the work specified in the canceled Contract.

9.8.4 If the Service Company fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, it shall compensate the County for any damages caused by his failure to perform as stated.

9.8.5 In case of Contract default or failure to perform, the County may procure the services from other sources and hold the Service Company responsible for any excess costs occasioned thereby and may immediately proceed to cancel the Contract. Furthermore, the County may suspend the Service Company from future proposals/bids/RFP's or business with the County for a specified period of time.

9.9 Access To County Premises Neither the Service Company nor its personnel shall permit any individual to have access in the building, rooms, or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of materials, supplies, equipment, and all County owned property at the locations designated in the contract.

10.0 REQUIREMENTS OF SERVICE COMPANY (ALL SERVICES)

Service Company must maintain the following requirements throughout the effective term of the Contract.

10.1 Service Company shall hold a class A commercial license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. This license must be valid at the time of the proposal opening and maintained through the term of the contract.

10.2 Service Company shall have an established local (within a 50 mile radius of BCGC - Viera) business office staffed with enough qualified personnel to be able to meet the terms of this Contract.

10.3 Service Company must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

11.0 AGREEMENT TERM AND PRICE ADJUSTMENT

The Agreement is for **five (5) base years** with an option to renew for up to two (2) additional one (1) year periods. Agreement shall become effective March 01, 2016.

Prices shall remain firm as originally proposed for a period of five (5); any price increases for the remaining two (2) years of this Agreement are subject to negotiations.

For work outside the Agreement, all work will be negotiated or Quoted/Bid as required by Brevard County Policy.

12.0 CONTRACT RENEWAL

The County reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. Any price increases for the remaining two (2) years of this contract is subject to negotiations and approval by Brevard County. Both the County and the Service Company must provide sixty (60) days written notice of intent to renew/accept renewal of Agreement.

13.0 TERMINATION OF CONTRACT FOR CAUSE

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Service Company of any covenant or provision contained in the Contract, or the failure or refusal of Service Company to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Service Company thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Service Company agrees (1) to vacate the facility on or before said date, and (2) to remove the Service Company's employees and property from the facility, return all keys, badges, access cards issued to the service company by Brevard County on or before said date. The Service Company shall have no further rights and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

14.0 TERMINATION OF CONTRACT WITHOUT CAUSE

The County and Service Company shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Service Company thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Service Company) on which this Contract shall terminate. Upon receipt of such written notice the Service Company agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards and badges used to access facilities, and (2) to remove Service Company's employees and property from the facility on the contract termination date specified in said written notice. The Service Company agrees to abide by and carry out all covenants and provisions of this

Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Service Company shall have no further rights, and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

15.0 INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

16.0 **HOLD HARMLESS AND INDEMNIFICATION**

The Service Company shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this contract resulting in part from the negligent act or omission of the Service Company, and its subcontractors, or employee, agent, or representative of the Service Company. The parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

17.0 **DEBRIS**

Service Company shall be responsible for the prompt removal of all debris from the work area that is a result of this service or delivery. DO NOT USE THE TRASH RECEPTACLES.

18.0 **PROTECTION OF PROPERTY**

The Service Company shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Service Company or agents.

19.0 **FACILITIES**

The County reserves the right to inspect the Service Company's facilities at any time with prior notice.

20.0 **PERFORMANCE BOND**

Within five days from notice of award of the Contract the Service Company must submit to the County a satisfactory performance bond executed by the Service Company and a Surety Company, in an amount equal to one hundred (100%) percent of the project award based on the total annual cost. The performance bond submitted is to serve as security for performance of the project. If the Service Company fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the County reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of one hundred (100%) percent of the proposal will be acceptable. A personal or business firm check will not be acceptable. Upon satisfactory completion of the project, the bond obligation will be considered released or the County will return the Service Company's Certified or Cashier's Check. In the event an award is made to a successful Service Company for an item or items for an amount of two thousand dollars ($2,000.00) or less, a performance bond will not be required.

21.0 **INVOICING**

Payments will be made monthly (twelve equal payments of the total contract amount for one (1) year). Invoices will include a list of service charges per building. Invoices not conforming to this requirement will be returned to the Service Company and revised for process and payment. Deduction notices for non-performance; pursuant to Paragraph 8.8 shall be provided to the Service Company on a monthly basis in writing and deducted from the current month's invoice. Payments shall be rendered only for services satisfactorily provided. If unsuitable service has been brought to the attention of the Service Company and has not been rectified by the time monthly invoice is rendered;

payment of the entire monthly invoice will be withheld until the condition is made satisfactory.

In the event this Contract becomes effective or terminates during the course of the month, the amount to be paid the Service Company for the past month shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.

The Service Company will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to Facilities Department 2725 Judge Fran Jamieson Way, Viera FL 32940. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Service Company for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE SERVICE COMPANY TO RECONCILE THE PURCHASE ORDER AND THE SERVICE COMPANY'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE COUNTY WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

22.0 TIME IS OF THE ESSENCE

The Service Company acknowledges that time is of the essence to complete the work as specified in each and every Request for work. The Service Company agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

23.0 COMPLETION

After the work called for on a work order has been completed, the Service Company shall be required to submit to the Owner's Representative a work order completion form with all required signatures and the following:

A. Date and time the work was initiated and completed;
B. Service Company's certification that the work has been completed;
C. Warranty information.

24.0 NO DISCRIMINATION

Service Company agrees that Service Company will not discriminate against any employee of Service Company, or anyone who applies to Service Company for employment, on the basis of race, religion, color, sex, age or national origin.

25.0 ASSIGNMENT AND SUBCONTRACTING

Service Company agrees that Service Company will not assign or transfer to anyone any rights of Service Company under this Contract or any interest of Service Company in this Contract without the prior written consent thereto of the County.

Subcontracting - Qualified and trained service personnel that are directly employed by the Service Company shall perform Work. Under no condition shall work specified be subcontracted, without prior approval from Owner.

26.0 **INSPECTION**

The County shall at all reasonable times have the right to inspect buildings, grounds, equipment and cleanliness of all facilities to ensure the terms of this Contract are adhered to.

27.0 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the Service Company will in no way be a cause for relief from responsibility.

28.0 **ADDITION/DELETION OF WORK AND/OR EQUIPMENT**

The County shall have the right to delete or add work performed, amend the frequency performed and delete equipment. All deletions or additions shall be specified in writing to the Service Company.

The Owner reserves the right to negotiate changes caused by additions and deletions to the equipment list and Scope of Services listed in the RFP. Owner shall approve any changes in writing.

29.0 **RIGHT TO AUDIT RECORDS**

The County and its auditors shall be entitled to audit the books and records of the Service Company to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Service Company for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

30.0 **FEDERAL TAX ID NUMBER**

The Service Company shall provide the County with its Federal Tax ID Number.

31.0 **ATTORNEYS FEES**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

32.0 **GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

33.0 **VENUE**

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

34.0 **JOINT USE**

This Agreement is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Agreement shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

35.0 **ACCEPTANCE AND ENTIRE AGREEMENT**

This instrument embodies the entire Agreement between Brevard County Board of County Commissioners and TRANE US, INC. (Service Company). Any modifications of amendments must be in writing and agreed to by all parties.

ATTEST:

Scott Ellis, Clerk of Court

Reviewed for legal form and content:

Shannon L. Wilson, 2/7/16
Shannon L. Wilson
Deputy County Attorney

2/7/16
Date

Brevard County Board of County Commissioners, Viera, Florida

J. Ball
Jim Barfield, Chair

As approved by the Board:
8-18-2015

TRANE US, INC.

BY: Marcus D. Johnson, Contract Manager
Printed Name & Title

ATTACHMENT A

E ic Price sheet may be completed electronically on Excel spreadsheet. Electronically eted spreadsheet should be saved on CD/Flash Drive and included with bid submit. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

REVISED PRICE SHEET 2 P6-16-02							
LOCATION ADDRESS	FIRST YEAR March 2016 - February 2017	SECOND YEAR March 2017 - February 2018	THIRD YEAR March 2018 - February 2019	FOURTH YEAR March 2019 - February 2020	FIFTH YEAR March 2020 - February 2021	FIRST YEAR OPTION March 2021 - February 2022	SECOND YEAR OPTION March 2022 - February 2023
NORTH							
Barbara A. Pill- 2290 Columbia Drive, Titusville	12,500.00	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00	14,490.00
BREVARD COUNTY GOVERNMENT CENTER-NORTH-400 SOUTH ST, TITUSVILLE	36,841.00	36,841.00	37,946.00	39,084.00	40,257.00	41,465.00	42,708.00
COUNTY SERVICE COMPLEX TITUSVILLE- 700 PARK AVE., TITUSVILLE	36,874.00	36,874.00	37,980.00	39,119.00	40,293.00	41,502.00	42,747.00
Tax Collector - 800 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
Clerks Archive - 790 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
HISTORIC COURTHOUSE TITUSVILLE- 506 PALM AVE., TITUSVILLE	15,243.00	15,243.00	15,700.00	16,171.00	16,656.00	17,156.00	17,670.00
TITUSVILLE LIBRARY 2121 S. HOPKINS AVE., TITUSVILLE	5,896.00	5,896.00	6,073.00	6,255.00	6,443.00	6,636.00	6,835.00
CENTRAL							
COUNTY SERVICE COMPLEX- MERRITT ISLAND- 2575 NORTH COURTENAY PKWY, MERRITT ISLAND	20,071.00	20,071.00	20,673.00	21,293.00	21,932.00	22,590.00	23,268.00
T. J. MILLS FIRE RESCUE CENTER- 1040 FLORIDA AVE., ROCKLEDGE	18,087.00	18,087.00	18,629.00	19,188.00	19,764.00	20,357.00	20,968.00
ROCKLEDGE HEALTH DEPARTMENT, 1744 CEDAR STREET, ROCKLEDGE	2,500.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00	2,898.00
Emergency Management Office - 1746 Cedar St., Rockledge	9,929.00	9,929.00	10,227.00	10,534.00	10,850.00	11,175.00	11,510.00
MEDICAL EXAMINER 1750 CEDAR ST., ROCKLEDGE	13,746.00	13,746.00	14,158.00	14,583.00	15,020.00	15,471.00	15,935.00
CENTRAL REFERENCE LIBRARY 308 FORREST AVE., COCOA	43,768.00	48,364.00	49,814.00	51,309.00	52,848.00	54,434.00	56,067.00
MERRITT ISLAND LIBRARY 2575 N. COURTNAY PKWY, MERRITT ISLAND	17,500.00	17,500.00	18,025.00	18,566.00	19,123.00	19,696.00	20,287.00
SUNTREE/VIERA LIBRARY 902 JORDAN BLASS DR, VIERA	12,463.00	12,463.00	12,837.00	13,222.00	13,619.00	14,027.00	14,448.00
DETENTION CENTER							
BREVARD COUNTY DETENTION CENTER-860 CAMP RD, COCOA (Water Treatment, chillers, controls)	28,081.00	28,081.00	28,923.00	29,791.00	30,685.00	31,605.00	32,554.00

SOUTH							
H. 2TTE T. MOORE JUSTICE CENTER- 2825 JUDGE FRAN JAMIESON WAY, VIERA	71,545.00	71,545.00	73,691.00	75,902.00	78,179.00	80,524.00	82,940.00
BCGC V Bldg A-E - 2725 Judge Fran Jamieson Way, Viera (Water Treatment, Controls)	31,659.00	31,659.00	32,609.00	33,587.00	34,595.00	35,632.00	36,701.00
BREVARD COUNTY GOVERNMENT CENTER-VIERA- BUILDING "A" 2725 JUDGE FRAN JAMIESON WAY, VIERA (Annex Equipment and Water Treatment)	16,429.00	16,429.00	16,922.00	17,430.00	17,952.00	18,491.00	19,046.00
South Brevard Animal Shelter -5100 W Eau Gallie Blvd, Melbourne	8,500.00	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00
COUNTY SERVICE COMPLEX MELBOURNE Bldg A&B- 1515 SARNO RD., MELBOURNE	21,500.00	21,500.00	22,575.00	23,252.00	23,950.00	24,668.00	25,408.00
MELBOURNE COURTHOUSE 51 NIEMAN AVE, MELBOURNE	24,388.00	24,388.00	25,120.00	25,873.00	26,649.00	27,449.00	28,272.00
COUNTY SERVICE COMPLEX- PALM BAY- 450 COGAN AVE., PALM BAY	7,500.00	7,500.00	7,725.00	7,957.00	8,195.00	8,441.00	8,695.00
EAU GALLIE LIBRARY- 1521 PINEAPPLE AVE., MELBOURNE	12,188.00	12,188.00	12,554.00	12,930.00	13,318.00	13,718.00	14,129.00
MELBOURNE LIBRARY- 540 EAST FEE AVE., MELBOURNE	11,500.00	11,500.00	11,845.00	12,200.00	12,566.00	12,943.00	13,332.00
MELBOURNE BEACH LIBRARY 324 OCEAN AVE., MELBOURNE BEACH	11,617.00	11,617.00	11,966.00	12,324.00	12,694.00	13,075.00	13,467.00
PARKS & RECREATION							
GREATER PALM BAY SENIOR CENTER 1275 CULVER DR., PALM BAY	12,834.00	12,834.00	13,219.00	13,616.00	14,024.00	14,445.00	14,878.00
Ted Whitlock Community Center at Palm Bay Regional Park, 370 Championship Cir. NW, Palm Bay	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Mainland Community Center, 3700 Allen Ave., Micco	8,699.00	8,699.00	8,960.00	9,229.00	9,506.00	9,791.00	10,085.00
Rodes Community Center, 3000 Minton Rd., West Melbourne	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
Wickham Park Senior Center, 2785 Leisure Way, Melbourne	8,556.00	8,556.00	8,813.00	9,077.00	9,349.00	9,630.00	9,919.00
Viera Regional Park Comm. Center - 2399 Judge Fran Jamieson Way, Viera	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Beach Community Center, 500 Old Florida Trail, Melbourne Beach	14,436.00	14,436.00	14,869.00	15,315.00	15,775.00	16,248.00	16,735.00
GRAND TOTAL PRICE PER YEAR	$ 566,135.00	$ 570,731.00	$ 588,282.00	$ 605,928.00	$ 624,109.00	$ 642,830.00	$ 662,112.00
Hourly Labor Rate for Additional Services	119.00	119.00	119.00	122.00	122.00	122.00	122.00
Overtime Rates	178.50	178.50	178.50	183.00	183.00	183.00	183.00

Mechanical and BAS Technicians

VENDOR NAME Trane US, Inc.

ADDRESS 2301 Lucien Way, Suite 430, Maitland, FL 32751

AUTHORIZED SIGNATURE

TELEPHONE (407) 660-1111 FAX (407) 670-6000 EMAIL Mike.Dillard@Trane.com

CONTRACT FOR SERVICES
BETWEEN
TRANE US, INC.
AND
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

THIS CONTRACT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Trane US, Inc.**, a business having its primary business location at 2301 Lucien Way, Suite 430, Maitland, Florida 32751 (hereinafter the "Service Company" or "Contractor").

WHEREAS, the County issued RFP #P-6-16-02 seeking a qualified HVAC contractor to provide heating, ventilation and air conditioning services;

WHEREAS, Trane submitted a response to the solicitation for such services;

WHEREAS, Trane's response has been reviewed as determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA or its duly appointed representative.
- "OWNER" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA.
- "SERVICE COMPANY" shall mean TRANE US, Inc.
- "FACILITY" shall mean any building owned or leased by the COUNTY.
- "PROJECT MANAGER" shall mean the Service Company's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following; all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.
- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by Owner) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.

- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Service Company's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Service Company's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

2.0 **CONTRACT BASIS**

This Contract is based on the Brevard County Board of County Commissioners Request for Proposal (RFP) Number #P-6-16-02 for HVAC services dated and the Proposal provided by **TRANE US, INC.** dated December 30, 2015.

Any subsequent clarification letters and change orders will become part of the Contract.

3.0 **SCHEDULED MAINTENANCE**

Maintenance intervals will be determined by equipment run time, application, location, maintenance experience, and manufacturer's specifications, unless otherwise required. The detailed maintenance schedules are listed in the Brevard County Board of County Commissioners RFP #P-6-16-02. When there is a conflict between the RFP and TRANE US, Inc. (Service Company's) Proposal, the RFP will prevail.

3.1 The overall scope of the HVAC system maintenance and repair services performed by the Service Company shall include, but not be limited to, labor, supervision, materials, parts, tools, transportation, fuel and each and every item required to perform the preventative maintenance repair and installation services of the following systems and their components: Heating Systems, Ventilating Systems, Air Conditioning Systems and related HVAC Controls as required and directed by the County. All maintenance and repairs shall be performed in accordance with manufacturer's recommendations to meet manufacturer's performance requirements. This shall include the following equipment and parts:

3.1.1 **Chillers**: Air to water/water to water type chillers with scroll, reciprocating or centrifugal compressors including all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.

3.1.2 **Cooling Towers- All Types**: Provide complete maintenance, service and repairing of mechanical parts of cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control

3.1.3 **Air Handlers/Condensing Units**: All equipment related to split systems, package units and OA units.

3.1.4 **Thermal Energy Storage Systems (TES)**: All equipment related to ice storage systems.

3.1.5 **Building Automation Systems (*TRANE* Tracer Tracker SC)**: All equipment related to front end building control units (BCU). All PCM, UPCM, UCM, programming and all other control equipment related to the BAS system including updates and upgrades.

3.1.6 **Variable Air Volume (VAV):** All equipment related to VAV boxes including calibration.

3.1.7 **Motors and Belts:** All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, cooling towers and building exhaust fans.

3.1.8 **Pumps:** All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. Standard pumps as well as pumps controlled by VFD.

3.1.9 **Fans:** All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.

3.1.10 **Boilers:** To include all boilers which supply re-heat for HVAC systems, all heating boilers, "hot water and steam". All parts of boiler from the entering water flange to the leaving water flange (to include all heating circulating pumps, flow switches, controls and boiler make-up water valves/float).

3.1.11 **Freon Monitors**: All Freon monitoring devices will be included in this contract. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.

3.1.12 **Insulation:** Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.

3.1.13 **VFD's and Starters**: All VFD's and starters related to applicable equipment list shall be covered under this contract.

3.1.14 **Energy Management Systems (EMS)**: All portions of the EMS shall be included such as control panels, sensors, transducers, relays, etc. shall be covered under this contract.

3.1.15 **Filters**: Provide and install as a minimum 30% efficiency and pleated filters. Filters must be changed within a maximum of ninety (90) days or three (3) months between changes. Filters on fresh air intakes must be changed monthly. Each filter, when changed, must have the change date written on the filter.

3.1.16 **Trane ES Server**: All support, updates and upgrades to maintain server.

3.1.17 **Monthly Meetings:** Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

3.2 The objectives of this Contract are as follows:

3.2.1 To operate and maintain the chillers and related equipment in County facilities in accordance with manufacturer's recommendations and requirements at the highest possible standard at an acceptable cost.

3.2.2 To provide related services highly responsive to the needs of the County and its employees and visitors.

3.2.3 Long range changes in operation philosophy, schedules and the existing preventative maintenance program shall be mutually agreed to by the County and the Service Company. The County reserves the right to make all final decisions related to systems operations, schedules or the preventative maintenance programs.

4.0 PREVENTATIVE MAINTENANCE SPECIFICATIONS

4.1 The Service Company shall provide all supervision, labor, materials, equipment, supplies and parts to operate in a first class condition, on a continuous basis, all equipment listed on attached list. A list of the minimum equipment maintenance expectations is included as "Preventative Maintenance Minimum Requirements".

4.2 Preventative maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Service Company shall control scheduling at agreed upon intervals for preventative maintenance and task functions to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Service Company shall schedule preventative maintenance tasks by computer to assure a uniform and detailed method of scheduling work. A copy of this schedule will be sent to the County Representative

4.2.1 Maintenance intervals will be determined by equipment run time, application, location and manufacturer's specifications.

4.2.2 Preventative maintenance performed under this Contract is designed to minimize the incidence of emergency situations; however, back up emergency service will be provided 24 hours a day to minimize down time inconvenience.

4.2.3 All of the manufacturer's recommendations are to be followed. The County Representative must approve any amendments.

4.2.4 Component Replacements: The Service Company will replace worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence.

A. A component may be repaired or replaced in advance to prevent a system failure.

B. Refrigerant.

C. Components, parts, supplies, and refrigerant shall be included in the monthly preventative maintenance fee.

5.0 REPAIR MAINTENANCE SPECIFICATIONS

5.1 The Service Company shall provide all supervision, labor, materials, supplies and parts to repair and maintain in a first class condition, on a continuous basis, all equipment listed on *Price Sheet* in **Attachment A**. If the material costs to repair a major unit exceed fifty percent (50%) of the replacement costs for the unit, the County has the option of replacing the unit and paying the difference of a new unit. The Service Company will inform the County Representative when this situation occurs and the County Representative will decide whether to repair or replace.

5.2 Repair maintenance includes repairs and adjustments of equipment in response to conditions discovered during performance of preventative maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety consideration or possible damage shall be responded to immediately.

5.3 To ensure timely repairs for normal and emergency situations, the Service Company shall maintain, or have access to, an adequate inventory of replacement parts for equipment under this contract. If repairs cannot be accomplished within twenty four (24) hours of system failure, the Service Company shall provide temporary cooling. The Service Company will have access to; delivery and setup of portable air/chillers at an additional cost to the owner. Service Company will verify size of temporary air conditioning

appropriate for given space. The Service Company shall obtain authorization from Owner or designee prior to setup of portable air conditioning.

5.4 The Service Company shall furnish and install all materials, parts, and supplies required for repairs.

5.5 Service Repair, Installation Requests: The Service Company shall process written routine requests for repair/installation services in accordance with existing work order system. Service Company personnel shall notify the County of any malfunction or any other abnormal or unusual condition discovered.

5.5.1 Each service/work request shall be logged and acknowledged. Formal work orders will be prepared for each service/work request received. The Service Company Project Manager shall be aware of the status of all work orders. The work orders will include all items in the work request, priorities, identification of charges, time and materials used, starting and completion dates, and any other pertinent data. Job completion data will be reported to the County Representative.

5.5.2 **Service Desk**: The Service Company shall operate during normal work hours (8:00 am to 5:00 pm) a service desk to receive all calls including complaints, repair requests, and service requests. The Service Desk will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Service Company shall distribute, complete and close such work orders.

5.5.3 **Response Time**: Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint for non-emergency work must be responded to within eight (8) hours, but not exceed twenty-four (24) hours of initial receipt of call. Emergency response time for repair maintenance shall be responded to within two (2) hours. If for any reason the request cannot be resolved within the same workday, Facilities Work Control and area supervisor will be notified of the delay and will be given a reasonable time when the work shall be completed. Work Control will notify occupants as appropriate. Any second call for service/complaint shall be elevated to the Service Company's Project Manager.

6.0 SERVICE COMPANY RESPONSIBILITIES (ALL SERVICES)

6.1 **Computerized Maintenance Management System:** The Service Company shall use a computerized maintenance management system to manage and track all work. All preventative maintenance work orders shall be printed, distributed to Owner, completed, and closed out by the Service Company.

6.2 **Warranty Administration:** The Service Company shall administer, coordinate, and enforce all warranties provided by contractors, vendors, and equipment suppliers. The Service Company shall perform all work such that all warranties are maintained in full force and effect.

6.3 **Reports:** In order to account for all of its services, the Service Company will submit reports as required by the County and keep a service log at each equipment location. The service log shall state the date, time, service technician and description of all services rendered. The Service Company shall submit a proposed service log format for the County's approval upon its execution of the

Contract. Owner shall approve the format and contents of the service log prior to use. A monthly schedule for preventive maintenance and installation repairs will be submitted to the County Representative by the 5th of each month.

6.4 Refrigerant Status Report: A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any equipment under this Contract. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Facilities Department, one copy left in the jobsite maintenance log, and copies retained at the Service Company office.

6.5 Monthly Status Meeting: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

6.6 Supervision of Work by Service Company:

6.6.1 The Service Company shall supervise and direct the work, using professional best skill and attention. The Service Company shall be responsible for assigning appropriately qualified personnel for the specified work.

6.6.2 The Service Company shall be responsible to the County for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Service Company.

6.6.3 The Service Company shall designate a project manager to act on its behalf that shall be responsible for matters pertaining to the Service Company's performance of services and shall have authority to accept service of all notices which the County desires to serve, or which are required by this Contract to be served on the Service Company. The Service Company shall advise the County in writing of the name, address and telephone number of such designated representative and of any change in such designation.

6.6.4 The Service Company's working project manager must be available to County management during designated working hours and available through a cell phone or paging system during non-working hours to ensure problems, working conditions, complaints, coordination and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Service Company in matters relating to the Contract.

6.7 Scheduling of Work

6.7.1 The Service Company will make every effort to complete its assigned tasks without disruption to employees. The normal working hours for most County offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

6.7.2

Emergency Service Requests may be initiated both during and after normal business hours. The Service Company shall, within two (2) hours' notice, meet the County personnel (if necessary) at the job sites, review the scope of work, proceed with work without delay and in general be responsive to the emergency request. If for any reason the request cannot be resolved within the same work day, Facilities Work Control will be notified of the delay in repair. No additional payment will be made to Service Company due to emergency repair requests except for the following:

If Service Company is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, misuse, negligence, vandalism, elements, lighting, single phasing, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Service Company's reasonable control, Owner shall be separately billed for such time and expense.

6.8 To facilitate contract administration and inspection by the Owner's representative, the Service Company shall:

6.8.1 Ten (10) days prior to the Contract starting date, submit in writing to the Owner's representative(s) the names of at least two (2) representatives, each of whom is authorized to act for the Service Company in every detail. The Service Company's representatives, their location, and their availability must be satisfactory to the Owner's representative(s). The Service Company's representative(s) must be available to meet with Owner's representative(s) during the Owner's work hours as necessary.

6.8.2 Ten (10) days prior to commencement of the Contract, the Owner's representative(s) and the Service Company shall meet, review and have approved the total workload, scheduling of preventative maintenance, and the methods proposed by the Service Company.

6.8.3 Service Company shall be required to provide a Personnel Manning Report to the Owner's representative indicating the number and names of persons assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be provided to the Owner's representative.

6.9 Service Company's Employees

6.9.1 The Service Company shall employ a sufficient number of qualified personnel and schedule such personnel for sufficient hours to accomplish all daily tasks set forth in the schedule provided by the Service Company and to meet to the quality standards set forth in the recommended standards of the RFP and Response. Where work is not performed or accomplished in accordance with the standards, the deduction criteria will be used by the County in determining deductions for non-performance of work or for work below quality standards. The Service Company has the prerogative to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the Contract specifications, neither of which shall increase the Contract cost.

6.9.2 The Service Company shall keep and have available for review by the Owner's representative the records identified below for each employee:

6.9.2.1 Employee Name, Social Security Number, Date of Birth, Home Address and Phone Number.

6.9.2.2 Employee Work Classification(s).

6.9.2.3 Any and all Service Company employees will display a Facilities Department issued badge at all times and company uniform displaying company name when on Brevard County property.

6.9.2.4 The Service Company shall account for all time its personnel spends on Brevard County premises and keep records of work

actually performed by the Service Company and the amount of time spent on such work. Such time records shall be submitted by the Service Company to the County for approval each Monday morning for the previous week's work.

6.9.2.5 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to the County.

6.10 Personnel and Equipment

6.10.1 Vehicles and Technicians: Service Company shall provide evidence of the number of service vehicles and technicians that operate in the service area to be available to perform work at various County facilities.

6.10.2 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of parts, tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials; cleanup of work site.

6.10.3 The personnel employed by the Service Company at the County facility will at all times remain the employees of the Service Company. No relationship of "employee to employer" exists or will be allowed to exist between the Service Company's employees and the County.

6.10.4 All employees of the Service Company assigned to duties must be acceptable to the County. The County reserves the right to prohibit any given employee of the Service Company from performing work under this Contract should there be any concerns regarding the employee's background or should any other entity (for which the County provides services through or under this Contract) object to such employee providing services on their premises. Under such circumstances, the Service Company shall be responsible for providing an alternate employee to provide the services needed without additional compensation.

6.11 Qualifications of Employees

6.11.1 All employees assigned by the Service Company to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Service Company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses and/or manufacturers certifications for the required work to be performed.

6.11.2 The personnel employed by the Service Company shall be capable employees, age 18 years or above, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Service Company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

6.11.3 All our County buildings are smoke free.

6.11.4 The Service Company shall maintain a list of all Service Company employees assigned to work on the County premises. The employee list

shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Information can be used for background investigation. The list shall be updated with the same information (stated above) for all newly hired employees who are assigned to work on County premises. The Service Company shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the Owner's representative immediately upon their effective date.

6.11.5 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge. It shall be the Service Company's responsibility to inform the Owner's representative of all new employees promptly at time of employment/assignment.

6.11.6 All employees of the Service Company will be required to wear neat, clean uniforms bearing the service company's name during duty hours. The County shall approve uniforms. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in County buildings or premises.

6.11.7 The Service Company shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.

6.11.8 The Service Company shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

6.11.9 The Service Company shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

6.11.10 If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of $25.00 each.

6.11.11 When requested, the Service Company shall cooperate with any ongoing County investigation involving economic loss or damage to County buildings, or County or personnel property therein.

7.0 OWNER RESPONSIBILITIES

7.1 The County shall designate a person or group of persons as representatives to act in its behalf who shall (1) provide full information as to its requirements for the Service Company's services, (2) examine and review the work performed by the Service Company, (3) render decisions pertaining to the Service Company's service and the administration of this Contract, and (4) accept service of all notices which the Service Company desires to serve, or which are required by this Contract to be served on the County. The County shall advise the Service Company in writing of the name, address, and telephone number of such designated person or group of persons and of any change in such designation.

7.2 Owner shall:

7.2.1 Provide Service Company reasonable and safe access to all equipment covered by this Contract;

7.2.2 Notify Service Company of any unusual performance of equipment included in this specification;

7.2.3 Permit only Service Company or County personnel to repair or adjust equipment and/or controls during the period of this Agreement;

7.2.4 The Contract Officer's Representative(s) will determine how the Service Company will receive access to the facility;

7.2.5 This Contract presupposes that all major pieces of equipment are in proper operating condition at the signing of this Contract. Required restoration shall be performed by the Owner at its cost prior to Service Company's being obligated to perform under this Contract. Should restoration charges be declined, those non-maintainable items will be eliminated from the program.

8.0 EXCLUSIONS

8.1 Service Company *will not* be responsible for:

8.1.1 The repair and replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, insulation, electrical wiring, hydronic piping, structural supports, water tower structure, boiler refractory material and shells, paint, rust, corrosion, acts of God, storage tanks, and similar items. However, rust/corrosion caused by leaks from components that are included for maintenance shall be the responsibility of the Service Company. For example, a leaking valve causing rust on the valve or other system components such as motor, pumps, piping will be included.

8.1.2 Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Service Company as part of this Contract.

8.1.3 Problems caused by utility service needed for operation of the equipment or damage sustained by equipment.

8.1.4 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this Contract. However, boilers covered under this Contract will require assistance to the State Inspector when he/she comes.

8.1.5 Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.

8.1.6 Building access or alterations that might be necessary to repair or replace Owner's existing equipment.

8.1.7 This Contract does not include air conditioning duct work unless damage is determined to be a direct result of contractor's performance of work under this agreement. Recording or portable instruments, services to any pipe covering or insulation containing asbestos or responsibility for maintaining the appearance of decorative casings or cabinets.

9.0 SPECIAL TERMS AND CONDITIONS (ALL SERVICES)

9.1 The Service Company will cooperate with all other departments residing at the facility to ensure mission is accomplished.

9.2 The Service Company is expected to adhere to and assist in the environmental efforts to preserve the environment and recycle materials through programs instituted by the County. Every effort will be made by the Service Company to expand the environmental programs in their area of responsibility.

9.3 Safety:

9.3.1 All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Service Company to insure that their employees and/or subcontractors read the safety literature supplied to them by the County. These requirements must be adhered to at all times.

9.3.2 County Regulations: Service Company personnel shall adhere to Safety and other regulations established by the County.

9.3.3 Safety Codes: Service Company shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable State, local and Federal codes. The storage of any combustible substances shall be in conformance with applicable codes.

9.3.4 Confined Spaces: The Service Company shall adhere to all established guidelines of OSHA or any other Federal, State or local agency in regards to accessing confined spaces.

9.3.5 Precautions will be exercised at all times for the protection of persons (including employees) and property. The Service Company at Service Company's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County.

9.3.6 Service Company shall timely obtain and keep in force, at Service Company's expense, all permits and licenses required by applicable governmental authorities for the performance by Service Company of all covenants herein contained on the part of Service Company.

9.3.7 The Service Company shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Service Company. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Service Company shall constitute cause for immediate termination of the Contract.

9.3.8 All required training for compliance with OSHA, MSDS and other regulatory agencies is the responsibility of the Service Company. Records of the training will be made available for inspection by the County Representative(s) upon request.

9.3.9 The Service Company at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials shall be removed by the Service Company.

9.4 Utility Cutoff: At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities without the County's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.

9.4.1 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of its operations on the property.

9.5 **Hazardous Materials:** If, during or prior to the performance of its functions hereunder, the Service Company discovers the existence of a hazardous substance such as, but not limited to, asbestos, it will stop work immediately and notify Owner of its existence. Owner agrees to take such steps as may be required in relation to the hazardous substance as will permit Service Company to safely resume its work hereunder.

9.6 Existing parts removed for replacement shall be physically turned over to the County representative. Replaced parts shall have labels attached that provide sufficient information to determine type, date replaced and location of equipment.

9.6.1 All equipment shall be operated only as required and in the most economical manner consistent with load requirements. Manufacturer's recommendations, good practices and design requirements.

9.6.2 All parts are to be OEM. NO substitutions will be allowed without prior approval of the County representative.

9.6.3 All oils removed from any equipment will be placed in properly marked containers and will be properly disposed of by the Service Company.

9.6.4 Any Freon removed from any equipment under this Contract that is not reusable, will be the Service Company's responsibility to dispose of legally. The Service Company will supply the County representative with a letter stating the amount of Freon to be removed and the company name and location that will be shipped to prior to removing it from County property.

9.7 **Warranties:** The Service Company warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7.1 The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

9.8 **Contract Deductions**

9.8.1 The County may undertake or award other contracts for work not being performed acceptably by the Service Company and/or for work not being

accomplished on time by the Service Company. Cost incurred hereby will be deducted from the Service Company's monthly bill. However, this Contract shall not be considered an exclusive contract for providing the type of services covered under this Contract.

9.8.2 If any work, which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Service Company or its designated representative will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Service Company. Notice will be given to the Service Company to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected within twenty-four (24) hours or is repetitive (as determined by the Owner's Representative) deductions will be made at the rate of $200.00 for each incident.

9.8.3 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the County reserves the right (in addition to other specified penalties) to:

1) Make deductions in accordance with the rate above.

2) At the discretion of the County, cancel the Contract on as short a notice in writing as may be consistent with securing a replacement Service Company to take over the work specified in the canceled Contract.

9.8.4 If the Service Company fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, it shall compensate the County for any damages caused by his failure to perform as stated.

9.8.5 In case of Contract default or failure to perform, the County may procure the services from other sources and hold the Service Company responsible for any excess costs occasioned thereby and may immediately proceed to cancel the Contract. Furthermore, the County may suspend the Service Company from future proposals/bids/RFP's or business with the County for a specified period of time.

9.9 Access To County Premises Neither the Service Company nor its personnel shall permit any individual to have access in the building, rooms, or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of materials, supplies, equipment, and all County owned property at the locations designated in the contract.

10.0 REQUIREMENTS OF SERVICE COMPANY (ALL SERVICES)

Service Company must maintain the following requirements throughout the effective term of the Contract.

10.1 Service Company shall hold a class A commercial license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. This license must be valid at the time of the proposal opening and maintained through the term of the contract.

10.2 Service Company shall have an established local (within a 50 mile radius of BCGC - Viera) business office staffed with enough qualified personnel to be able to meet the terms of this Contract.

10.3 Service Company must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

11.0 AGREEMENT TERM AND PRICE ADJUSTMENT

The Agreement is for **five (5) base years** with an option to renew for up to two (2) additional one (1) year periods. Agreement shall become effective March 01, 2016.

Prices shall remain firm as originally proposed for a period of five (5); any price increases for the remaining two (2) years of this Agreement are subject to negotiations.

For work outside the Agreement, all work will be negotiated or Quoted/Bid as required by Brevard County Policy.

12.0 CONTRACT RENEWAL

The County reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. Any price increases for the remaining two (2) years of this contract is subject to negotiations and approval by Brevard County. Both the County and the Service Company must provide sixty (60) days written notice of intent to renew/accept renewal of Agreement.

13.0 TERMINATION OF CONTRACT FOR CAUSE

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Service Company of any covenant or provision contained in the Contract, or the failure or refusal of Service Company to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Service Company thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Service Company agrees (1) to vacate the facility on or before said date, and (2) to remove the Service Company's employees and property from the facility, return all keys, badges, access cards issued to the service company by Brevard County on or before said date. The Service Company shall have no further rights and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

14.0 TERMINATION OF CONTRACT WITHOUT CAUSE

The County and Service Company shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Service Company thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Service Company) on which this Contract shall terminate. Upon receipt of such written notice the Service Company agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards and badges used to access facilities, and (2) to remove Service Company's employees and property from the facility on the contract termination date specified in said written notice. The Service Company agrees to abide by and carry out all covenants and provisions of this

Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Service Company shall have no further rights, and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

15.0 INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

16.0 **HOLD HARMLESS AND INDEMNIFICATION**

The Service Company shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this contract resulting in part from the negligent act or omission of the Service Company, and its subcontractors, or employee, agent, or representative of the Service Company. The parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

17.0 **DEBRIS**

Service Company shall be responsible for the prompt removal of all debris from the work area that is a result of this service or delivery. DO NOT USE THE TRASH RECEPTACLES.

18.0 **PROTECTION OF PROPERTY**

The Service Company shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Service Company or agents.

19.0 **FACILITIES**

The County reserves the right to inspect the Service Company's facilities at any time with prior notice.

20.0 **PERFORMANCE BOND**

Within five days from notice of award of the Contract the Service Company must submit to the County a satisfactory performance bond executed by the Service Company and a Surety Company, in an amount equal to one hundred (100%) percent of the project award based on the total annual cost. The performance bond submitted is to serve as security for performance of the project. If the Service Company fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the County reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of one hundred (100%) percent of the proposal will be acceptable. A personal or business firm check will not be acceptable. Upon satisfactory completion of the project, the bond obligation will be considered released or the County will return the Service Company's Certified or Cashier's Check. In the event an award is made to a successful Service Company for an item or items for an amount of two thousand dollars ($2,000.00) or less, a performance bond will not be required.

21.0 **INVOICING**

Payments will be made monthly (twelve equal payments of the total contract amount for one (1) year). Invoices will include a list of service charges per building. Invoices not conforming to this requirement will be returned to the Service Company and revised for process and payment. Deduction notices for non-performance; pursuant to Paragraph 8.8 shall be provided to the Service Company on a monthly basis in writing and deducted from the current month's invoice. Payments shall be rendered only for services satisfactorily provided. If unsuitable service has been brought to the attention of the Service Company and has not been rectified by the time monthly invoice is rendered;

payment of the entire monthly invoice will be withheld until the condition is made satisfactory.

In the event this Contract becomes effective or terminates during the course of the month, the amount to be paid the Service Company for the past month shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.

The Service Company will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to Facilities Department 2725 Judge Fran Jamieson Way, Viera FL 32940. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Service Company for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE SERVICE COMPANY TO RECONCILE THE PURCHASE ORDER AND THE SERVICE COMPANY'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE COUNTY WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

22.0 TIME IS OF THE ESSENCE

The Service Company acknowledges that time is of the essence to complete the work as specified in each and every Request for work. The Service Company agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

23.0 COMPLETION

After the work called for on a work order has been completed, the Service Company shall be required to submit to the Owner's Representative a work order completion form with all required signatures and the following:

A. Date and time the work was initiated and completed;
B. Service Company's certification that the work has been completed;
C. Warranty information.

24.0 NO DISCRIMINATION

Service Company agrees that Service Company will not discriminate against any employee of Service Company, or anyone who applies to Service Company for employment, on the basis of race, religion, color, sex, age or national origin.

25.0 ASSIGNMENT AND SUBCONTRACTING

Service Company agrees that Service Company will not assign or transfer to anyone any rights of Service Company under this Contract or any interest of Service Company in this Contract without the prior written consent thereto of the County.

Subcontracting - Qualified and trained service personnel that are directly employed by the Service Company shall perform Work. Under no condition shall work specified be subcontracted, without prior approval from Owner.

26.0 **INSPECTION**

The County shall at all reasonable times have the right to inspect buildings, grounds, equipment and cleanliness of all facilities to ensure the terms of this Contract are adhered to.

27.0 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the Service Company will in no way be a cause for relief from responsibility.

28.0 **ADDITION/DELETION OF WORK AND/OR EQUIPMENT**

The County shall have the right to delete or add work performed, amend the frequency performed and delete equipment. All deletions or additions shall be specified in writing to the Service Company.

The Owner reserves the right to negotiate changes caused by additions and deletions to the equipment list and Scope of Services listed in the RFP. Owner shall approve any changes in writing.

29.0 **RIGHT TO AUDIT RECORDS**

The County and its auditors shall be entitled to audit the books and records of the Service Company to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Service Company for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

30.0 **FEDERAL TAX ID NUMBER**

The Service Company shall provide the County with its Federal Tax ID Number.

31.0 **ATTORNEYS FEES**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

32.0 **GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

33.0 **VENUE**

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

34.0 **JOINT USE**

This Agreement is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Agreement shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

35.0 ACCEPTANCE AND ENTIRE AGREEMENT

This instrument embodies the entire Agreement between Brevard County Board of County Commissioners and TRANE US, INC. (Service Company). Any modifications of amendments must be in writing and agreed to by all parties.

ATTEST:

Scott Ellis, Clerk of Court

Reviewed for legal form and content:

Shannon L. Wilson, 2/7/16
Shannon L. Wilson
Deputy County Attorney

2/7/16
Date

Brevard County Board of County Commissioners, Viera, Florida

J. Ball
Jim Barfield, Chair

As approved by the Board:
8-18-2015

TRANE US, INC.

BY: Marcus D. Johnson, Contract Manager
Printed Name & Title

ATTACHMENT A

E ic Price sheet may be completed electronically on Excel spreadsheet. Electronically eted spreadsheet should be saved on CD/Flash Drive and included with bid submit. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

REVISED PRICE SHEET 2 P6-16-02							
LOCATION ADDRESS	FIRST YEAR March 2016 - February 2017	SECOND YEAR March 2017 - February 2018	THIRD YEAR March 2018 - February 2019	FOURTH YEAR March 2019 - February 2020	FIFTH YEAR March 2020 - February 2021	FIRST YEAR OPTION March 2021 - February 2022	SECOND YEAR OPTION March 2022 - February 2023
NORTH							
Barbara A. Pill- 2290 Columbia Drive, Titusville	12,500.00	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00	14,490.00
BREVARD COUNTY GOVERNMENT CENTER-NORTH-400 SOUTH ST, TITUSVILLE	36,841.00	36,841.00	37,946.00	39,084.00	40,257.00	41,465.00	42,708.00
COUNTY SERVICE COMPLEX TITUSVILLE- 700 PARK AVE., TITUSVILLE	36,874.00	36,874.00	37,980.00	39,119.00	40,293.00	41,502.00	42,747.00
Tax Collector - 800 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
Clerks Archive - 790 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
HISTORIC COURTHOUSE TITUSVILLE- 506 PALM AVE., TITUSVILLE	15,243.00	15,243.00	15,700.00	16,171.00	16,656.00	17,156.00	17,670.00
TITUSVILLE LIBRARY 2121 S. HOPKINS AVE., TITUSVILLE	5,896.00	5,896.00	6,073.00	6,255.00	6,443.00	6,636.00	6,835.00
CENTRAL							
COUNTY SERVICE COMPLEX- MERRITT ISLAND- 2575 NORTH COURTENAY PKWY, MERRITT ISLAND	20,071.00	20,071.00	20,673.00	21,293.00	21,932.00	22,590.00	23,268.00
T. J. MILLS FIRE RESCUE CENTER- 1040 FLORIDA AVE., ROCKLEDGE	18,087.00	18,087.00	18,629.00	19,188.00	19,764.00	20,357.00	20,968.00
ROCKLEDGE HEALTH DEPARTMENT, 1744 CEDAR STREET, ROCKLEDGE	2,500.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00	2,898.00
Emergency Management Office - 1746 Cedar St., Rockledge	9,929.00	9,929.00	10,227.00	10,534.00	10,850.00	11,175.00	11,510.00
MEDICAL EXAMINER 1750 CEDAR ST., ROCKLEDGE	13,746.00	13,746.00	14,158.00	14,583.00	15,020.00	15,471.00	15,935.00
CENTRAL REFERENCE LIBRARY 308 FORREST AVE., COCOA	43,768.00	48,364.00	49,814.00	51,309.00	52,848.00	54,434.00	56,067.00
MERRITT ISLAND LIBRARY 2575 N. COURTNAY PKWY, MERRITT ISLAND	17,500.00	17,500.00	18,025.00	18,566.00	19,123.00	19,696.00	20,287.00
SUNTREE/VIERA LIBRARY 902 JORDAN BLASS DR., VIERA	12,463.00	12,463.00	12,837.00	13,222.00	13,619.00	14,027.00	14,448.00
DETENTION CENTER							
BREVARD COUNTY DETENTION CENTER-860 CAMP RD, COCOA (Water Treatment, chillers, controls)	28,081.00	28,081.00	28,923.00	29,791.00	30,685.00	31,605.00	32,554.00

SOUTH							
H. ETTE T. MOORE JUSTICE CENTER- 2825 JUDGE FRAN JAMIESON WAY, VIERA	71,545.00	71,545.00	73,691.00	75,902.00	78,179.00	80,524.00	82,940.00
BCGC V Bldg A-E - 2725 Judge Fran Jamieson Way, Viera (Water Treatment, Controls)	31,659.00	31,659.00	32,609.00	33,587.00	34,595.00	35,632.00	36,701.00
BREVARD COUNTY GOVERNMENT CENTER-VIERA- BUILDING "A" 2725 JUDGE FRAN JAMIESON WAY, VIERA (Annex Equipment and Water Treatment)	16,429.00	16,429.00	16,922.00	17,430.00	17,952.00	18,491.00	19,046.00
South Brevard Animal Shelter -5100 W Eau Gallie Blvd, Melbourne	8,500.00	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00
COUNTY SERVICE COMPLEX MELBOURNE Bldg A&B- 1515 SARNO RD., MELBOURNE	21,500.00	21,500.00	22,575.00	23,252.00	23,950.00	24,668.00	25,408.00
MELBOURNE COURTHOUSE 51 NIEMAN AVE, MELBOURNE	24,388.00	24,388.00	25,120.00	25,873.00	26,649.00	27,449.00	28,272.00
COUNTY SERVICE COMPLEX- PALM BAY- 450 COGAN AVE., PALM BAY	7,500.00	7,500.00	7,725.00	7,957.00	8,195.00	8,441.00	8,695.00
EAU GALLIE LIBRARY- 1521 PINEAPPLE AVE., MELBOURNE	12,188.00	12,188.00	12,554.00	12,930.00	13,318.00	13,718.00	14,129.00
MELBOURNE LIBRARY- 540 EAST FEE AVE., MELBOURNE	11,500.00	11,500.00	11,845.00	12,200.00	12,566.00	12,943.00	13,332.00
MELBOURNE BEACH LIBRARY 324 OCEAN AVE., MELBOURNE BEACH	11,617.00	11,617.00	11,966.00	12,324.00	12,694.00	13,075.00	13,467.00
PARKS & RECREATION							
GREATER PALM BAY SENIOR CENTER 1275 CULVER DR., PALM BAY	12,834.00	12,834.00	13,219.00	13,616.00	14,024.00	14,445.00	14,878.00
Ted Whitlock Community Center at Palm Bay Regional Park, 370 Championship Cir. NW, Palm Bay	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Mainland Community Center, 3700 Allen Ave., Micco	8,699.00	8,699.00	8,960.00	9,229.00	9,506.00	9,791.00	10,085.00
Rodes Community Center, 3900 Minton Rd., West Melbourne	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
Wickham Park Senior Center, 2785 Leisure Way, Melbourne	8,556.00	8,556.00	8,813.00	9,077.00	9,349.00	9,630.00	9,919.00
Viera Regional Park Comm. Center - 2399 Judge Fran Jamieson Way, Viera	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Beach Community Center, 500 Old Florida Trail, Melbourne Beach	14,436.00	14,436.00	14,869.00	15,315.00	15,775.00	16,248.00	16,735.00
GRAND TOTAL PRICE PER YEAR	$ 566,135.00	$ 570,731.00	$ 588,282.00	$ 605,928.00	$ 624,109.00	$ 642,830.00	$ 662,112.00
Hourly Labor Rate for Additional Services	119.00	119.00	119.00	122.00	122.00	122.00	122.00
Overtime Rates	178.50	178.50	178.50	183.00	183.00	183.00	183.00

Mechanical and BAS Technicians

VENDOR NAME Trane US, Inc.

ADDRESS 2301 Lucien Way, Suite 430, Maitland, FL 32751

AUTHORIZED SIGNATURE

TELEPHONE (407) 660-1111 FAX (407) 670-6000 EMAIL Mike.DBard@Trane.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2018

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

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

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Sadé Henry PHONE (A/C, No, Ext): (212) 345-8387 FAX (A/C, No): (212) 948-1293 E-MAIL ADDRESS: sade.henry@marsh.com
INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States	INSURER(S) AFFORDING COVERAGE — NAIC # COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA — 19445 COMPANY B: Travelers Indemnity Co of America — 25666 COMPANY C: Travelers Property Casualty Co of Amer — 25674

COVERAGES **CERTIFICATE NUMBER:** 490082 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability X Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL 4611590	4/17/2018	4/17/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$7,500,000.00 $1,000,000.00 $10,000.00 $7,500,000.00 $7,500,000.00 $7,500,000.00
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS PHYSICAL DAMAGE/SELF			CA7742202 (AOS) CA7742201 (MA) CA7742200 (VA) APD - Self Insured	4/17/2018 4/17/2018 4/17/2018	4/17/2019 4/17/2019 4/17/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$5,000,000.00
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TC2HUB-7434L10A-18 (AOS) TC2HUB-7434L448-18 (MN) TRJUB-7434L424-18 (AZ, MA, OR, WI) TWXJUB-7434L45A-18 (OH Excess)	4/17/2018 4/17/2018 4/17/2018 4/17/2018	4/17/2019 4/17/2019 4/17/2019 4/17/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $3,000,000.00 $3,000,000.00 $3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

City of Cocoa
375 North Cocoa Blvd,
Cocoa, FL 32922
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marsh USA, Inc.
BY: Kevin G. Tietjen

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Requested By:Janette Rivera-Cartagena

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

City of Cocoa is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Other Requirements: ANY DESIGNATED PERSON OR ORGANIZATION, DESIGNATED BY YOU IN WRITING TO US, BUT ONLY WITH RESPECT TO LIABILITY TO THE EXTENT CAUSED BY YOU AND ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU AND PROVIDED THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" OCCURS SUBSEQUENT TO YOUR WRITTEN REQUEST TO DESIGNATE SUCH PERSON OR ORGANIZATION AS ADDITIONAL INSURED.

Job Description: Various Projects

For questions regarding this certificate of insurance contact: Janette Rivera-Cartagena Email: jrivera@trane.com
Phone: 407-551-1196

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance

Site Address:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation System and equipment consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is one (1) year, beginning **October 01, 2018** and expiring **September 30, 2019.** However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on September 30, 2018, this Agreement shall renew automatically for successive periods of one (1) year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Term	Annual Amount USD	Payment Term
Oct 1, 2018 – Sept 30, 2019	$58,188*	Quarterly

**** The above pricing is based upon the Brevard County Facilities Management Request for Proposal for Countywide HVAC Maintenance & Repair Services (RFP # P-6-16-02).***

☐ A one-time 3.00 % discount is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Please check the box for this option.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: **Jason Aki**
Cell: (321) 228-8865
Office: (407) 660-1111
Proposal Date: October 1, 2018

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TRANE ACCEPTANCE
Trane U.S. Inc.

_____
Authorized Representative

_____
Title

_____
Signature Date

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Proprietary Sole Source Vendors (Current As Of 2/9/17)

Vendors are exempt from competitive bid or quote

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Boss—Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
CCG Systems Inc.	7814	Service provider for "faster" Fleet Management System
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South, LLC	2014	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
Environmental Resource Associates (ERA)	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging	9901	Employee HID Cards
Facility Dude.Com	9039	(PW) work order system yearly license
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Gerber Pumps Intl.	1449	DISCFLO pumps
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc. (Kemira)	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer
Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities Laboratory	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
SCI Distribution LLC	2437	Parts & service for automated fueling system

Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
St. John's River Water Management District	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland Trane Orlando Company	9530 6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	9782	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Deplox Chlorine monitor
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc.	1240 9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 2/8/17

Finance Director — Date: 2.8.17

City Manager — Date: 2/9/17

Legislation Details (With Text)

File #:	18-513	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	10/10/2018		**In control:**	City Council	
On agenda:	10/24/2018		**Final action:**		
Title:	Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-2018 Ordinance Amending Cocoa Waterfront Overlay District Large Scale.._.pdf Exhibit A - Regulating Plan_AN Existing Zoning Originally Proposed Zoning Amendment Map Revised Zoning Amendment Map 2018.10.03 Cocoa Village Height and Urban Form Workshop Presentation GAI Cocoa Community Discussion Notes Oct 3 Public Mtg GAI Technical Memorandum Cocoa Village Height Summary Cocoa Public Mtg Comment Cards_2018-03-10 Cocoa Public Mtg Sign In_2018-03-10 Citizen Reference Documents				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2018
Agenda Date: October 24, 2018
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.

BACKGROUND:

City Council approved first reading of Ordinance 06-2018 for a zoning amendment at its August 14, 2018 meeting. The initial version of Ordinance 06-2018 proposed to amend the zoning designation of the Cocoa Waterfront Overlay District for six (6) parcels designated as Commercial/Mixed-Use Medium (CM) to Commercial/Mixed-Use Large (CL) which have increased the number stories of development from a maximum of five (5) stories to a maximum of eight (8) stories. City Council

directed staff to hold a public workshop, prior to the second public hearing of the ordinance, to discuss the increase of the number of allowable stories (height) on certain properties located with Cocoa Village and the impact related to the character of Historic Cocoa Village.

A public workshop was held at the Civic Center on October 3, 2018. The presentation and facilitated discussion by GAI Community Solutions yielded a recommended revision to the originally proposed zoning amendment. Attached to this agenda item is a Technical Memorandum prepared by GAI Consultants summarizing the community meeting regarding height and the proposed zoning amendment ordinance.

As indicated above, the original proposal was to allow commercial/mixed-use large scale buildings on six (6) parcels. Subsequent to the public workshop and public comment, staff recommends, consistent with the GAI Consultants Technical Memorandum, to reduce the number of parcels to the four (4) northern parcels and condition approval of increased stories subject to a development agreement considered and approved by City Council. An increase in stories does not confer a right to the maximum number of eight (8) stories, but is conditional based on a development agreement.

The development agreement provides consideration of certain factors, such as the 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 relevant factors. Conditional approval provides a mechanism that subject to the aforementioned benefits being accrued to the public City Council may, though a negotiated development agreement, consider and approve additional stories up to a maximum of eight (8) stories.

The original zoning amendment was requested and applied for by the Cocoa CRA in response to a Request for Proposals (RFP # P-18-12-COC) for "Purchase of Real Estate and Development of Real Property for 603 Brevard Avenue (also known as the former location of the City Hall), Cocoa, Florida." The preferred proposal received by the Cocoa CRA proposed to develop a mixed-used hotel and retail project at the former City Hall site, and this project was the basis for the Cocoa CRA's application to amend the zoning code.

Again, it should be noted that the proposal primarily affects the number of stories that can be constructed on the properties affected by this zoning change. As it relates to the CRA selected respondent, the project is still required to meet all other land development regulations and be consistent with the City Comprehensive Plan. **The focus of this requested action is not, and should not be, the proposed project, it should be centered on the appropriateness of this zoning change proposed.**

Proposed Amendment

Staff proposes the CWOD Regulating Plan be amended to allow the building type of "Commercial / Mixed-Use Large" in the CV sub-district on four specific parcels as identified on Exhibit "A."

The potential maximum height allowed under the proposed amendment, i.e., designating certain properties in the Cocoa Village Sub-district to allow "Commercial/Mixed-Use - Large" buildings, will be 104 feet on certain properties. **Currently under the Cocoa Waterfront Overlay, "Commercial/Mixed-Use - Large" buildings may be up to eight stories. As stated above, the first floor of a non-residential building may have a maximum of 20 feet and each floor**

thereafter a maximum of 12 feet, equating to a total maximum of 104 feet.

However, it should be noted that, currently, the only sub-district of the Cocoa Waterfront Overlay allowing "Commercial/Mixed-Use - Large" buildings is the Waterfront sub-district. All properties with a Waterfront sub-district designation may already be built to 104 feet in height. This amendment would allow buildings to be built on a larger scale farther inland but only on the block in the Cocoa Village sub-district that is bordered by Factory Street on north, Brevard Avenue on the east, Rosa L. Jones Dr. on the south, and John Garren Lane on the west. Although the the application originally proposed to affect six specific parcels on that particular block in the Cocoa Village sub-district, the number of affected parcels has been reduced to four parcels upon second reading and following the public meeting held on October 3, 2018. The amendment would not allow larger scale development throughout the Cocoa Village sub-district.

The parcels chosen for a "Commercial/Mixed-Use - Large" designation were chosen in order to create a "step-down" effect with gradually reducing building heights. Currently, the six (6) parcels are designated "Commercial/Mixed-Use - Medium." Additionally, the southernmost parcels on the block permits Townhouses and Cottages. This pattern is repeated on the east and west sides of the block. To the east, three parcels with frontage on Delannoy Avenue also allow Townhomes, but are separated from the proposed Commercial/Mixed-Use - Large parcels by Commercial/Mixed-Use - Medium parcels. To the west, seven parcels allowing Townhomes on Florida Avenue and Rosa L. Jones Drive are also separated from the proposed Commercial/Mixed-Use - Large parcels by Commercial/Mixed-Use - Medium parcels. This purposeful buffer of Commercial/Mixed-Use - Medium parcels is preserved between the Townhome parcels and the new Commercial/Mixed-Use - Large parcels to maintain compatibility with the surrounding area preserve the core Historic Cocoa Village area.

The CRA Board approved submittal of the application for this amendment at its June 12, 2018 meeting. In doing so, the CRA Board analyzed the current Community Redevelopment Plan, prepared by Design Studios West and adopted in 1997. The Board concluded that, although the proposed amendment would not be limited to the 603 Brevard Avenue property that is the catalyst for the change, the increased height allowed under a Commercial/Mixed-Use - Large parcel increases the potential for the incorporation of needed public features into the designs of buildings that may occupy the affected parcels in the future along with incentivizing development of CRA Agency-owned parcels that have long remained undeveloped. For example, increasing the maximum building height will provide developers with the opportunity to include a large parking garage with public parking spaces within their proposals that may not have otherwise been financially viable. The Community Redevelopment Plan expressly states that a City Parking Garage, centrally located in the Historic Cocoa Village, is a high priority project for redevelopment. Furthermore, the Community Redevelopment Plan identifies the properties between Florida Avenue and Brevard Avenue as “ideal” for the future location of multi-story buildings because of their location on the top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie highway alignment due its high and dry condition. The increased height (stories) that would be permitted by this amendment would allow for development as originally envisioned and contemplated in the Cocoa CRA Community Redevelopment Plan and the Cocoa Waterfront Master Plan.

Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa,

the Planning and Zoning Board and City Council shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

In May of 2013, the City Council adopted the Cocoa Waterfront Overlay District (CWOD), which was an action item of the Cocoa Waterfront Master Plan undertaken by the Cocoa CRA to better regulate design, form and function within the redevelopment area. Form based codes are a more modern approach to regulate development to ensure quality development versus adherence to strict, and many times inconsistent, district bulk regulations under traditional zoning codes.

The purpose of the COWD is to establish design standards to perpetuate the positive design elements and the residential and commercial patterns found within the Cocoa CRA Redevelopment Area. The CWOD assists in the implementation of the Cocoa Waterfront Master Plan, dated November 2008, which requires regulations by sub district that address design, scale and appearance of development within the Cocoa Redevelopment Area. Staff acknowledges that the 2008 Cocoa Waterfront Master Plan has been updated. The proposed amendment is consistent with both the 2008 Cocoa Waterfront Master Plan and the 2018 Update to the Waterfront Master Plan. The properties affected by this proposed amendment are located outside of the Waterfront Update 2018 Study Area.

The Regulating Plan for the Cocoa Waterfront Overlay District and the Cocoa Village Sub-district currently only permits a maximum of 5 stories under the Commercial Mixed-Use - Medium building type, which is the largest presently allowed under the sub-district. The regulating plan does not address height in terms of a maximum number of feet; however the plan allows the first floor of a non -residential building to have a maximum of 20 feet and each floor thereafter a maximum of 12 feet. Therefore, a Commercial Mixed-Use - Medium building with non-residential use in this sub-district could currently be a maximum of 68 feet.*

*** Note:** The properties affected by the proposed amendment are in the Central Business District, which is the underlying zoning designation. Appendix A. Zoning, Article XI, Section 13(F), Central Business District, provides that the maximum building height for the Cocoa Village Overlay is 65 feet. However, Appendix A, Article XI, Section 22(C) provides as follows with respect to the priority of the CWOD with other codes and ordinances:

(C) Applicability.

1. The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health and Safety Codes.

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2. Issues not covered by this Section shall be subject to those sections of this land development code, except where they would be in conflict with 22.B Purpose of the Overlay.

3. Where in conflict, numerical metrics shall take precedence over graphic metrics.

Because the provisions of the Cocoa Waterfront Overlay in Section 22 take precedence over other codes and specifically state that issues “not” covered by the Cocoa Waterfront Overlay section will be subject to the other sections of the land development code, the building height as established in the Cocoa Waterfront Overlay shall take precedence over the height established in the CBD. No conflict currently exists between these two building height provisions.

As stated above, the amendment to the City’s CWOD and specifically the Cocoa Village subdistrict is anticipated to incentivize development of the CRA Agency parcels and other designated parcels herein and offer the potential to include needed public facilities into the designs consistent with the Community Redevelopment Plan. The incorporation of the requirement to obtain a development agreement, for which the city council will weigh the economic and social benefits to the City and Community Redevelopment Area and the aesthetic design of the proposed building, will additionally encourage incorporation of public facilities and compatible design into future projects.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the proposed zoning text amendment:

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

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

The site is designated Mixed-Use by the Comprehensive Plan's Future Land Policy 1.1.2.6. The Mixed-Use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses. The Policy provides that the "mixed-use" of the area with a Mixed Use FLU designation may be developed as single uses on separate parcels or as a mixture of uses within a single development. The proposed amendment is to specifically allow "Commercial/Mixed Use - Large" buildings, as described in the Regulating Plan, to be developed on specific parcels within the Cocoa Village Sub-district. The "Commercial/Mixed-Use - Large" designation is described in the Regulating Plan as follows: "A building lot located and designed to accommodate a multi-story building with commercial, office and/or multiple dwellings in any story that is designed for larger lot sizes." Accordingly, the buildings could be mixed-use or a single-use in accordance with the applicable Comprehensive Plan Policy.

Facilitated Public Meeting

The Cocoa CRA, based on the request by City Council for a public workshop, contracted with GAI Community Solutions Group to prepare visualizations for and to facilitate a public meeting to discuss the proposed height amendment. Approximately eighty (80) people attended the October 3, 2018 meeting. Attendees expressed their desire to preserve the character and human scale of Cocoa Village. Residents are generally supportive of the economically viable end use of the properties referenced in the amendment. Comments more specific to the proposed hotel included the community benefits of parking, development amenities, and architectural detail. The presented visuals and discussion supported the concept of flexibility as it relates to increased height (stories) to incentivize development and was the genesis of revision of the original zoning amendment. The facilitator recommended limiting the area of the height amendment and allowing the proposed additional height as a “Conditional Approval.”

The proposed height amendment was reduced from six to four parcels in response to community concerns and to minimize and potential large-scale development that may impact the Derby Street residential area. Reducing the amendment area promotes visual compatibility, preserves the viewshed of Cocoa Village residents, and facilitates a “wedding cake” or step-down design of the building envelopes along Brevard Avenue between Factory and Rosa L Jones Drive.

The six properties range in width with the widest at the north end (Factory Street) and progressively narrowing to the south end (Rosa L. Jones Drive). The smaller properties would need to be combined to be developed and would not yield the economics of scale as the larger properties. Limiting the proposed height amendment to the wider parcels at the north focuses development where the greatest density and intensities can be achieved.

Conditional approval of the height amendment was recommended as a mechanism for negotiating quality development that is architecturally relevant and appealing and provides public benefits.

Revised Zoning Amendment

Staff proposes the original amendment be revised as follows:

1. The “Commercial/Mixed-Use- Large” building type designation be reduced from six (6) to four (4) specific parcels;

2. Development of “Commercial/Mixed-Use- Large” buildings shall be subject to the approval of a development agreement after consideration of the following factors:

    a. Economic and social benefits to the City and Community Redevelopment Agency

    b. Aesthetic quality and character

    c. Architectural design

    d. Physical and visual scale

    e. Compatibility with the special and distinctive character of the Cocoa Village

    f. And other similar relevant factors; and

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g. The requirement to obtain a development agreement shall be referenced by footnote on the regulating plan table and in Design Districts and Building Types table found in Appendix A, Article XI, Sec. 22(I).

STRATEGIC PLAN CONNECTION:

Community Development - Redevelopment of the City's Core and Economic Development are two directly related Strategic Issues identified in the City's 2016-2021 Strategic Plan. In fact, strategic issue Economic Development Goal 3 - Increase the economic prosperity of Historic Cocoa Village provides specifically for such through Objectives 3.1, "Ensure that there is adequate parking available to meet the needs of the downtown business patrons."

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The CRA Board approved submittal of the application for this amendment at its June 12, 2018 meeting in support of its efforts to redevelop 603 Brevard Avenue, which is owned by the CRA Agency.

The Planning & Zoning Board recommended denial by a vote of 6-2, at its July 17, 2018 special meeting.

City Council tabled first reading of Ordinance 06-2018, at its July 24, 2018 council meeting.

City Council approved the first reading of the amendment at its August 14, 2018 meeting.

A Public meeting was held on Wednesday, October 3, 2018 as directed by City Council at first reading.

RECOMMENDED MOTION:

Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.

ORDINANCE NO. 06-2018

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

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

WHEREAS, the Cocoa Community Redevelopment Agency (CRA) has applied for a text amendment to the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 - Cocoa Water Overlay District, Cocoa Village Subdistrict, to allow for large scale commercial buildings to be developed on certain properties in such Subdistrict; and

WHEREAS, the CRA desires to increase the maximum height of buildings allowable on these certain properties in the Subdistrict, having received a response to a Request for Proposals for the "Purchase of Real Estate and Development of Real Property for 603 Brevard Avenue (also known as the former location of the City Hall), Cocoa, Florida"; and

WHEREAS, the CRA and the City Council have determined that this amendment will be consistent with and facilitate the Long Range Plan and Community Goals, Objectives and Policies of the CRA's Community Redevelopment Plan and the Comprehensive Plan; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Design Districts and Building Types Table

Design District	Home-stead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Town-house (TH)	Apartment Building (AB)	Court-yard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Insti-tutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP

*** * ***

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

(1) Townhomes are permitted up to 4 units per building

(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009

(3) Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

*** * ***

Section 3. **Replacement of Regulating Plan.** Appendix A, Zoning, is hereby amended to amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 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 Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

_____
HENRY U. PARRISH, Mayor

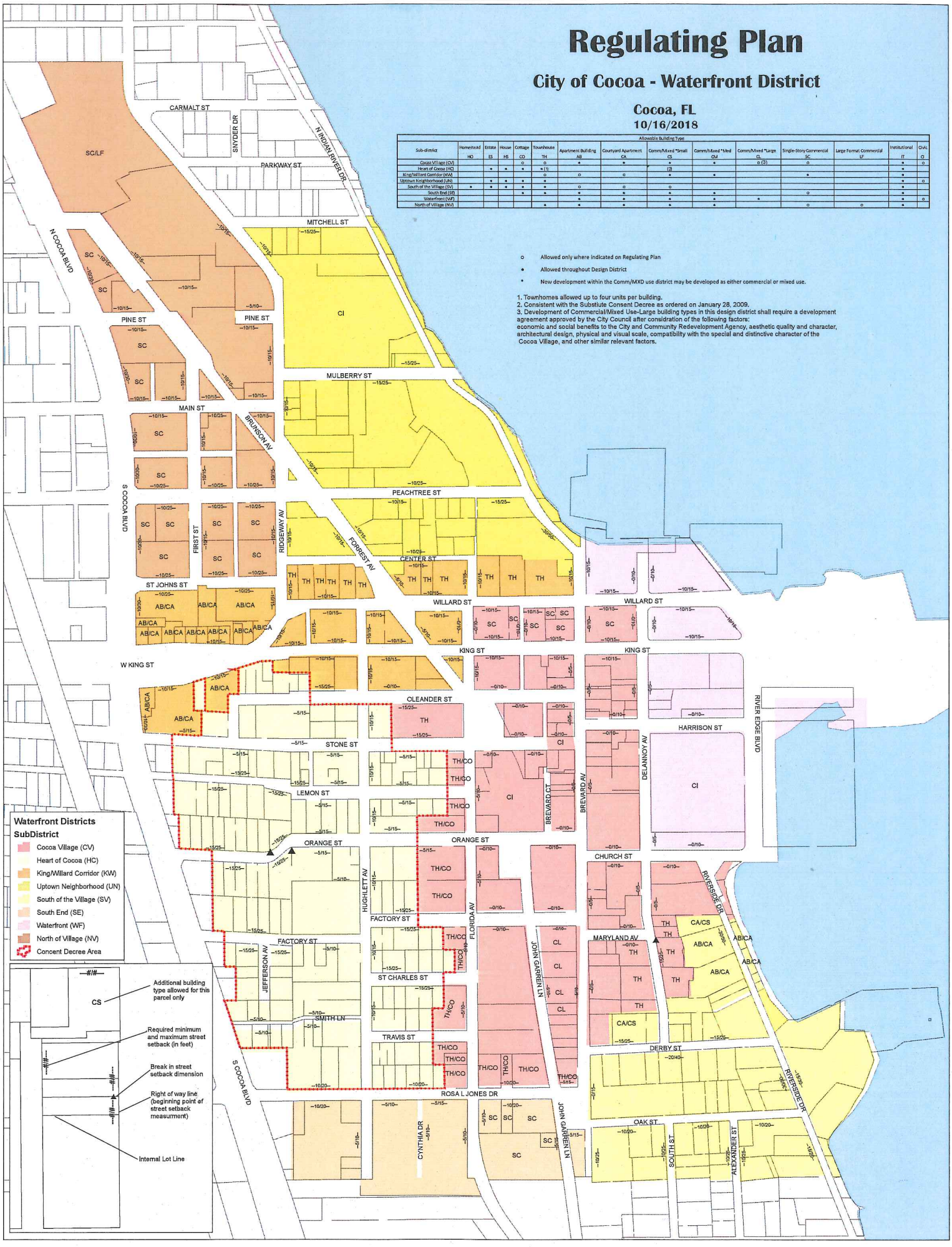
ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
To Ordinance 06-2018

Exhibit A


Regulating Plan
City of Cocoa - Waterfront District
Cocoa, FL
10/16/2018
Allowable Building Type
Sub-district
Homestead HO
Estate ES
House HS
Cottage CO
Townhouse TH
Apartment Building AB
Courtyard Apartment CA
Comm/Mixed *Small CS
Comm/Mixed *Med CM
Comm/Mixed *Large CL
Single-Story Commercial SC
Large Format Commercial LF
Institutional IT
Civic CI
Cocoa Village (CV) o o o • • • • o (3) o • o
Heart of Cocoa (HC) • • • • + (1) • (2) • •
King/Willard Corridor (KW) o o • • • •
Uptown Neighborhood (UN) • • • • • •
South of the Village (SV) • • • • o o o • •
South End (SE) • • • • • • • • •
Waterfront (WF) • • • • • • • o •
North of Village (NV) • • • • • • o o •
o Allowed only where indicated on Regulating Plan
• Allowed throughout Design District
• New development within the Comm/MXD use district may be developed as either commercial or mixed use.
1. Townhomes allowed up to four units per building.
2. Consistent with the Substiute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.
CARMALT ST
SNYDER DR
N INDIAN RIVER DR
PARKWAY ST
SC/LF
N COCOA BLVD
MITCHELL ST
CI
PINE ST
MULBERRY ST
MAIN ST
BRUNSON AV
S COCOA BLVD
PEACHTREE ST
RIDGEWAY AV
FORREST AV
FIRST ST
CENTER ST
ST JOHNS ST
WILLARD ST
KING ST
W KING ST
OLEANDER ST
STONE ST
LEMON ST
ORANGE ST
FACTORY ST
JEFFERSON AV
HUGHLETT AV
FLORIDA AV
ST CHARLES ST
SMITH LN
TRAVIS ST
ROSA L JONES DR
CYNTHIA DR
JOHN GARREN LN
BREVARD CT
BREVARD AV
DELANNOY AV
HARRISON ST
RIVER EDGE BLVD
CHURCH ST
RIVERSIDE DR
MARYLAND AV
DERBY ST
OAK ST
SOUTH ST
ALEXANDER ST
Waterfront Districts
SubDistrict
Cocoa Village (CV)
Heart of Cocoa (HC)
King/Willard Corridor (KW)
Uptown Neighborhood (UN)
South of the Village (SV)
South End (SE)
Waterfront (WF)
North of Village (NV)
Concent Decree Area
Additional building type allowed for this parcel only
Required minimum and maximum street setback (in feet)
Break in street setback dimension
Right of way line (beginning point of street setback measurment)
Internal Lot Line

No Change ORD 06-2018

N
W E
S

FACTORY ST

--0/10--

--0/10--

MARYLAND AV

--0/5--

BREVARD AV

--5/10--

--5/10--

JOHN GARREN LN

CA/CS

DERBY ST

TH/CO

TH/CO

--10/20--

TH/CO

--5/15--

Initial Proposed Change ORD 06-2018

N
W E
S

FACTORY ST

MARYLAND AV

--0/10--

--0/10--

CL

CL

CL

CL

CL

CL

--5/10--

--5/10--

JOHN GARREN LN

BREVARD AV

--0/5--

CA/CS

TH/CO

TH/CO

--10/20--

TH/CO

--5/15--

DERBY ST

Revised Proposed Change ORD 06-2018

N
W E
S

FACTORY ST

MARYLAND AV

--0/10--

--0/10--

CL

CL

CL

CL

--5/10--

--5/10--

JOHN GARREN LN

BREVARD AV

--0/5--

CA/CS

DERBY ST

TH/CO

TH/CO

--10/20--

TH/CO

--5/15--



Cocoa Village Community Discussion

Looking at Height and Urban Form

Pete Sechler, PLA, AICP
Jo Tolentino
Emily Phan
Christina Lorenzo

gai consultants

COMMUNITY SOLUTIONS GROUP

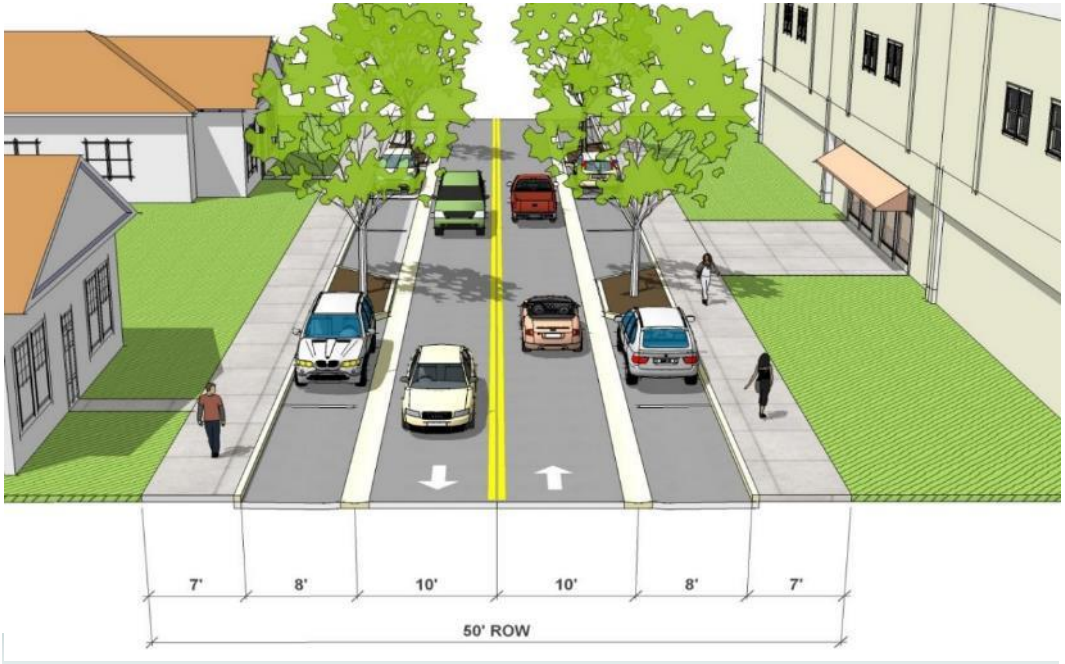
October 3, 2018



Agenda:

1. Background – Zoning, Height, Character
2. Viewsheds and Site Lines
3. Project Examples and Comparisons
4. Facilitated Discussion and Public Input









Background on our Team:

1. 2008 Cocoa Redevelopment Master Plan
2. 2018 Cocoa CRA Waterfront Area Update









Ideas about the Waterfront:

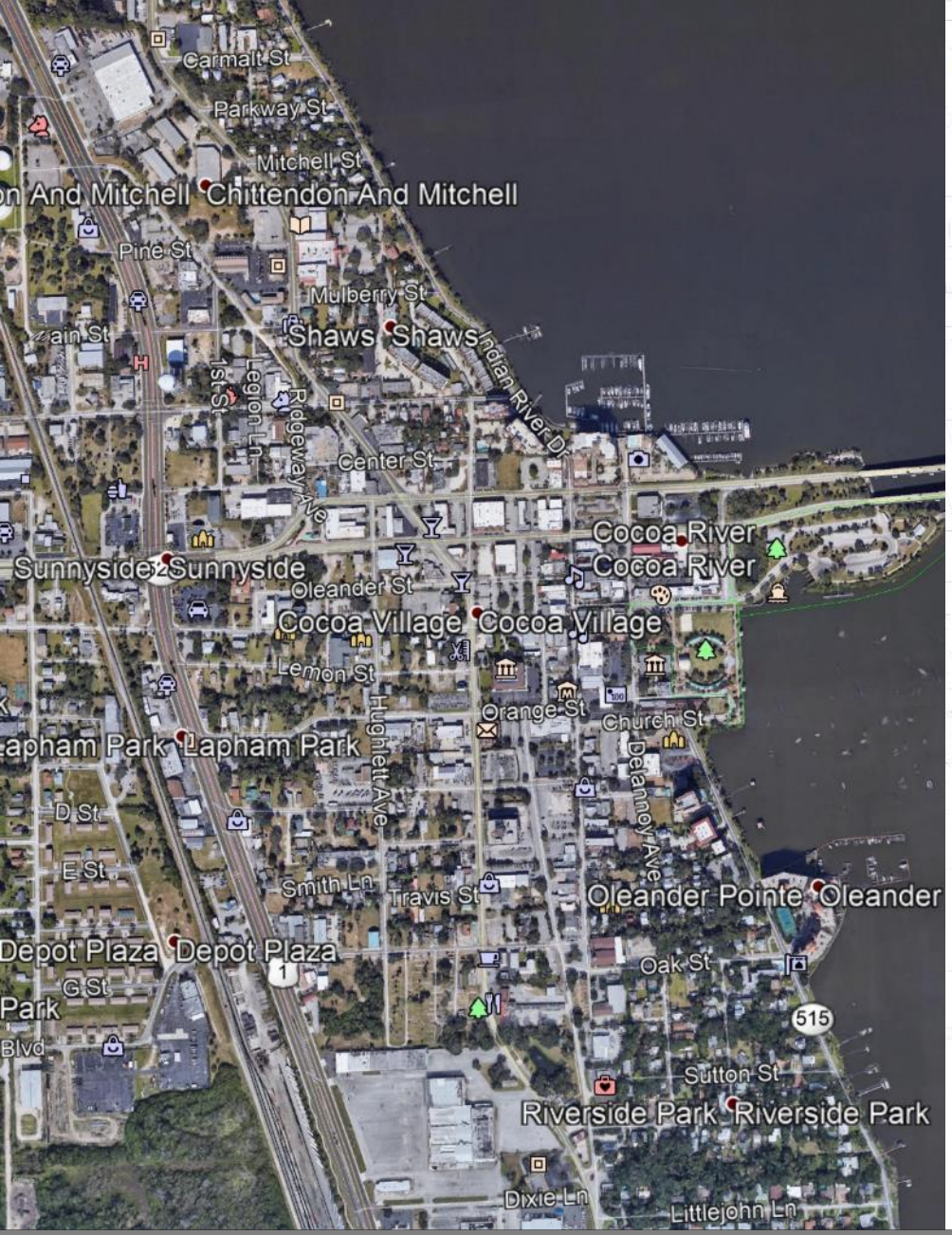
1. Refinements from 2008 + Reconstruction
2. New Ideas for the Public Park Areas

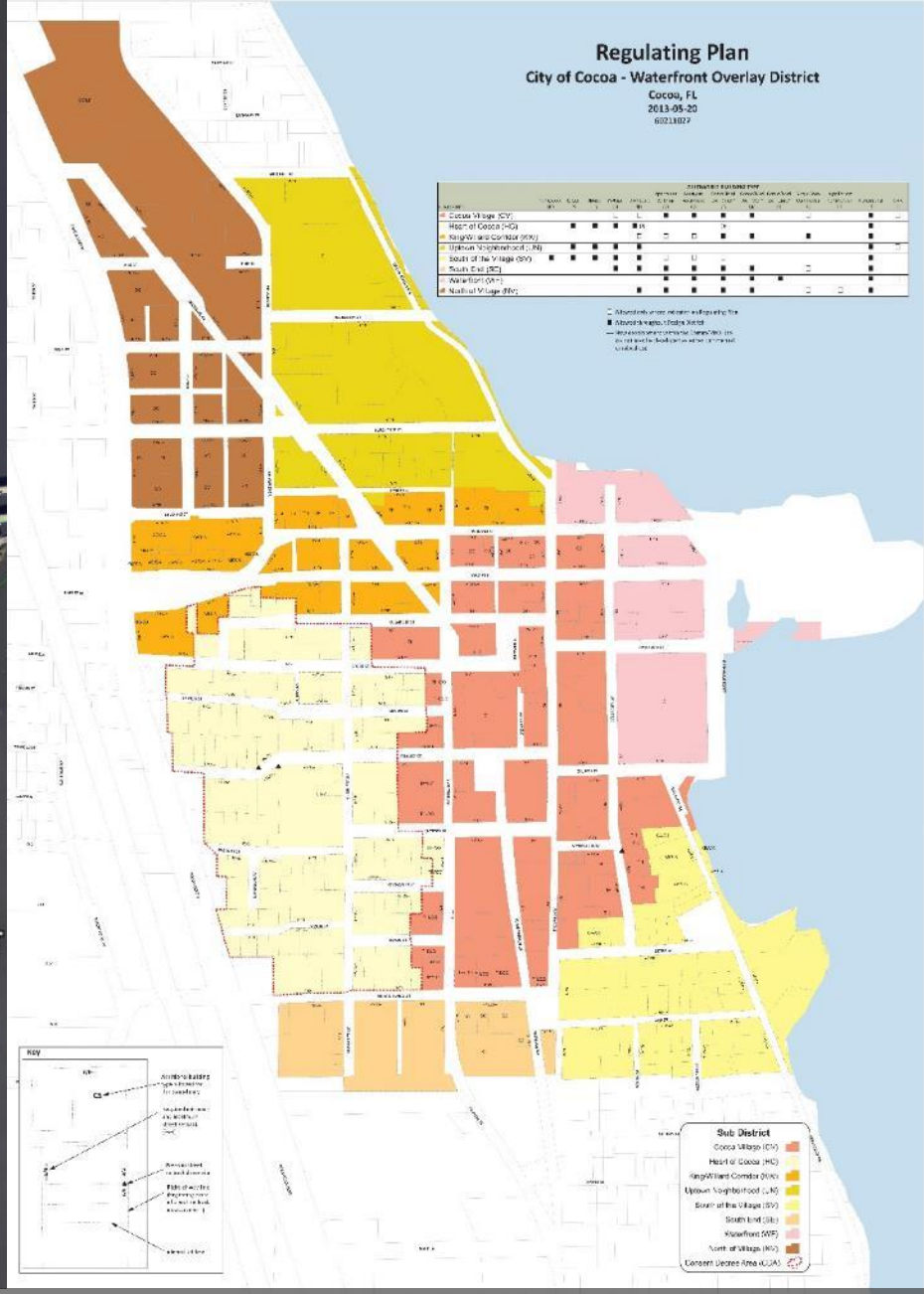


Perceptions of Height in the Urban Environment:



Perceptions of Height in the Urban Environment:



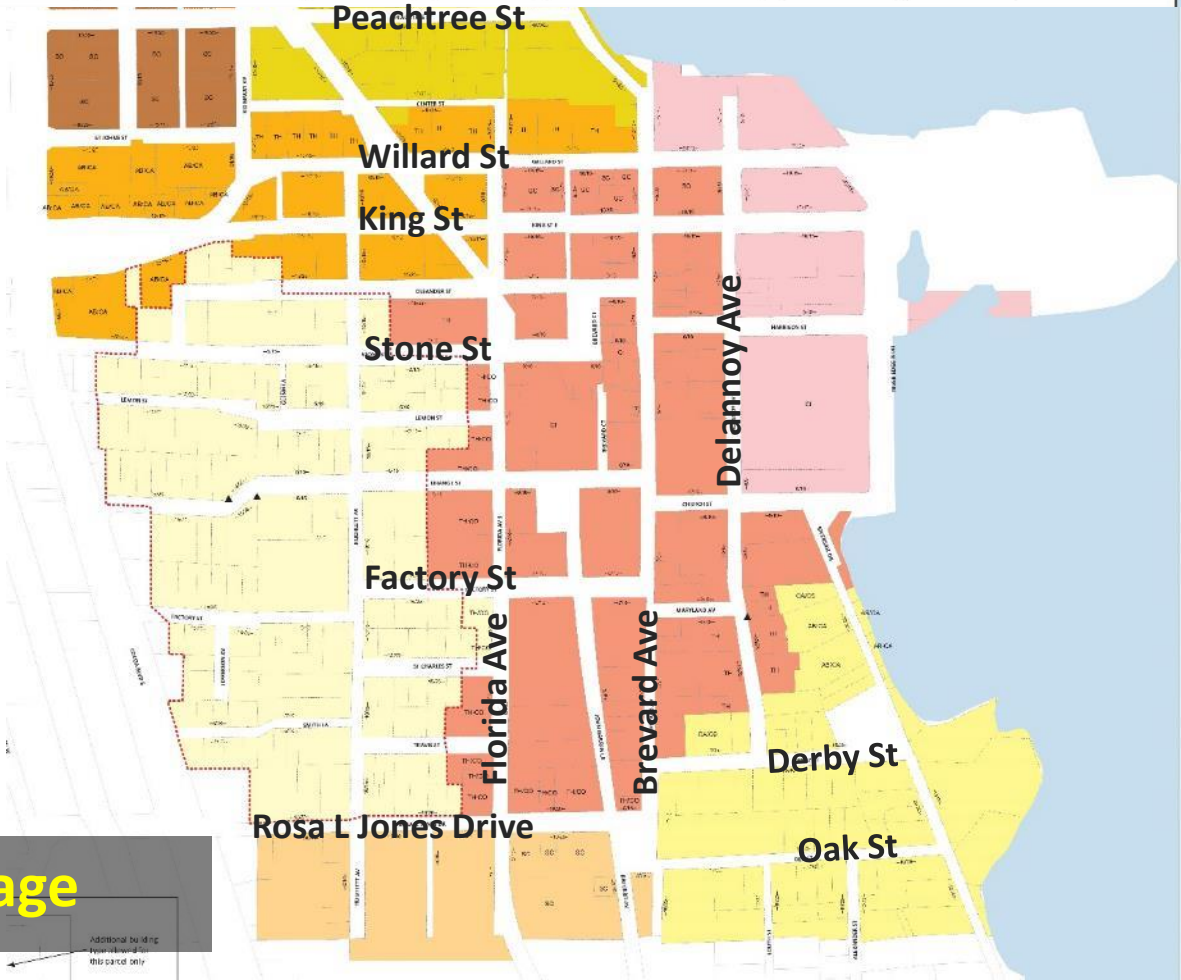


The Cocoa Village Waterfront Overlay District:

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
Cocoa Village (CV)				□	□	■	■	■	■		□		■	□
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■			■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

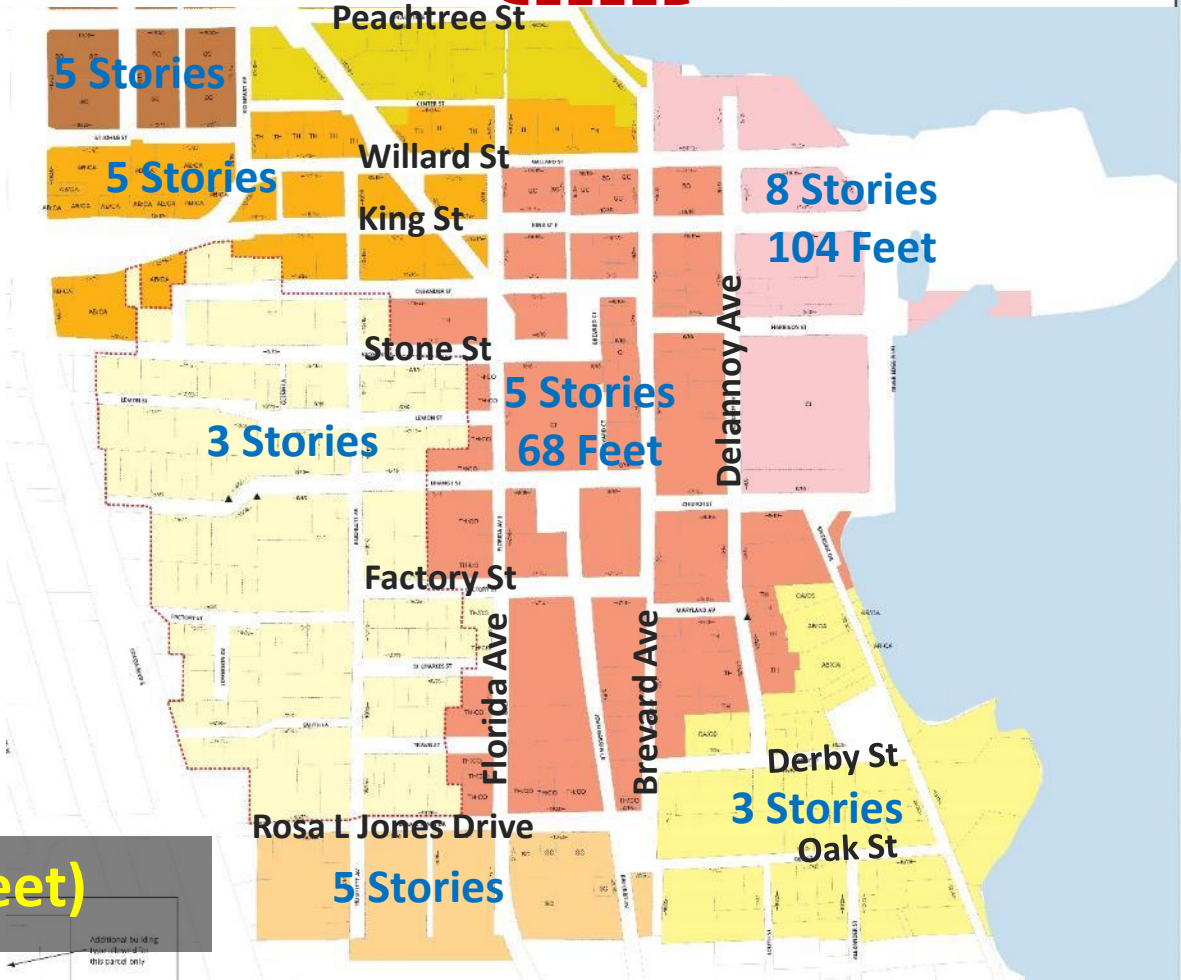


Zooming in to Cocoa Village

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
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Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■			■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
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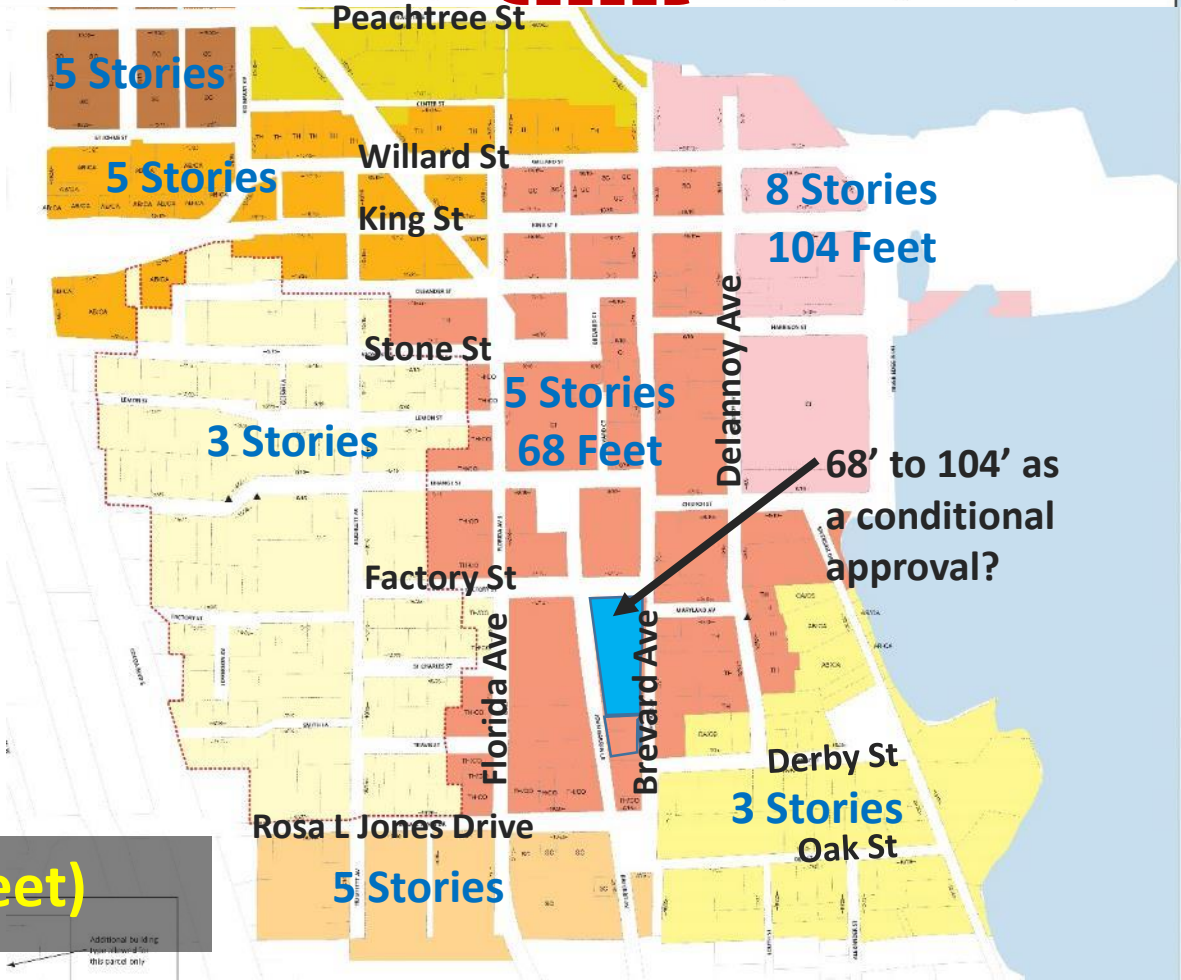


Height Limits (stories / feet)

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
Cocoa Village (CV)				□	□	■	■	■	■		□		■	□
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■			■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
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- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)



Height Limits (stories / feet)



Up to 4 Add'l Stories
12' Each, Up to 48'

1 Story 'Retail' Level
Up to 20' Height

68 Total Fee of Height



Up to 4 Add'l Stories
12' Each, Up to 48'

1 Story 'Retail' Level
Up to 20' Height

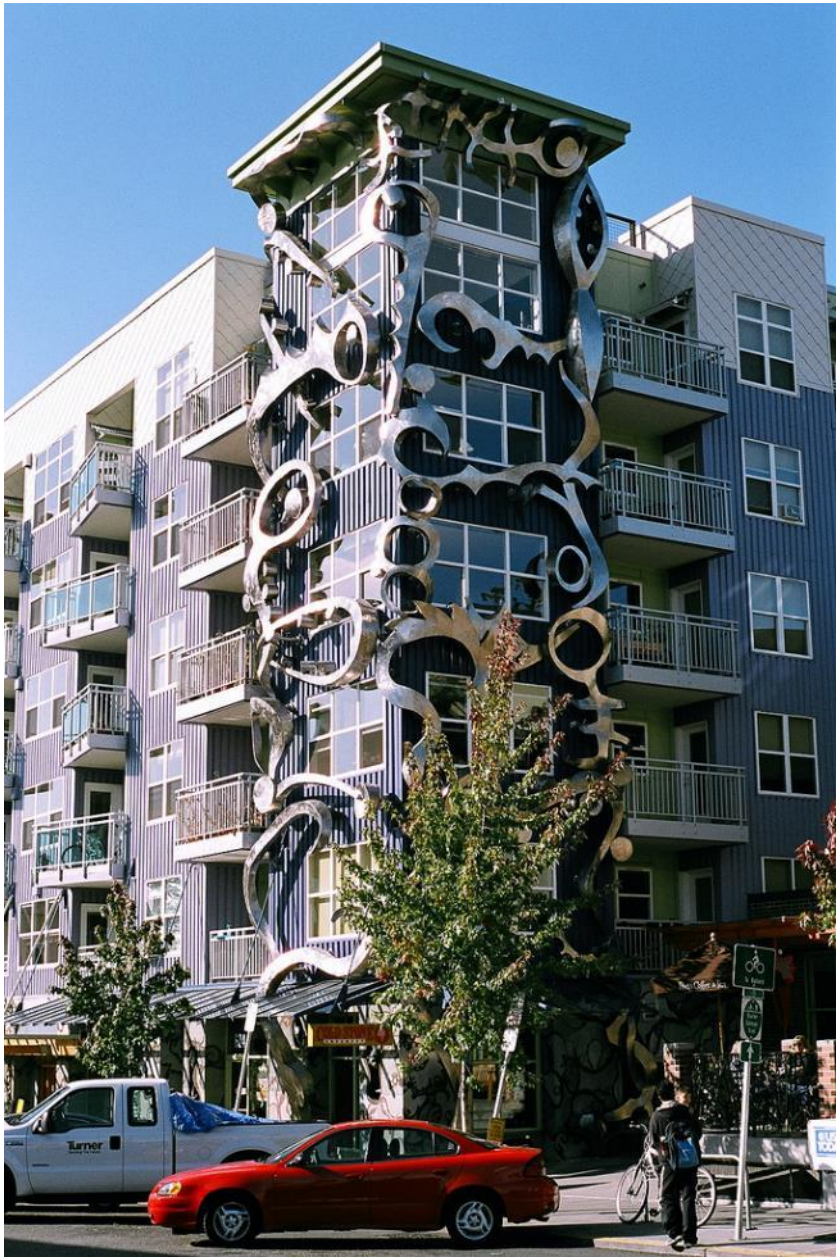
68 Total Fee of Height

Commercial Mixed Use 'medium' in the Village (sketches 2008 Plan)



Commercial Mixed Use: Residential, Hotel and Office over Retail





Commercial Mixed Use: Residential, Hotel and Office over Retail



Commercial Mixed Use: Residential, Hotel and Office over Retail

Character/Compatibility: Architectural Detail and Height



Architectural Massing:
Often, heights are not perceived much beyond 4 stories if there is a strong shade tree canopy. This project uses 4 story buildings to transition to an 8 story mid rise tower.



*2008 Presentation

Character/Compatibility: Architectural Detail and Height



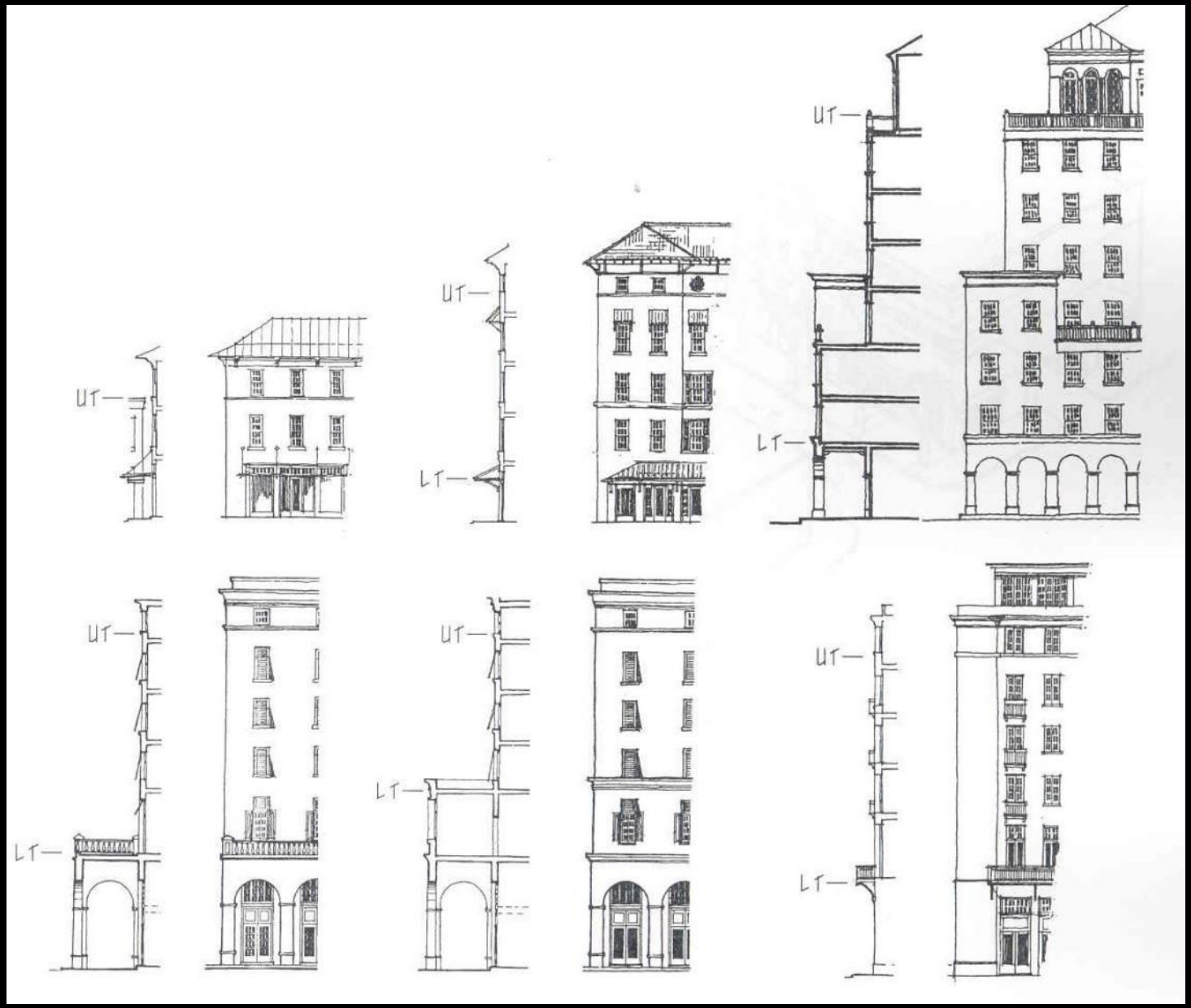


Design – Style isn't as important as scale, ground level activity, animated forms, window, door and entry treatments



*2008 Presentation

Character/Compatibility: Architectural Detail and Height



*2008 Presentation



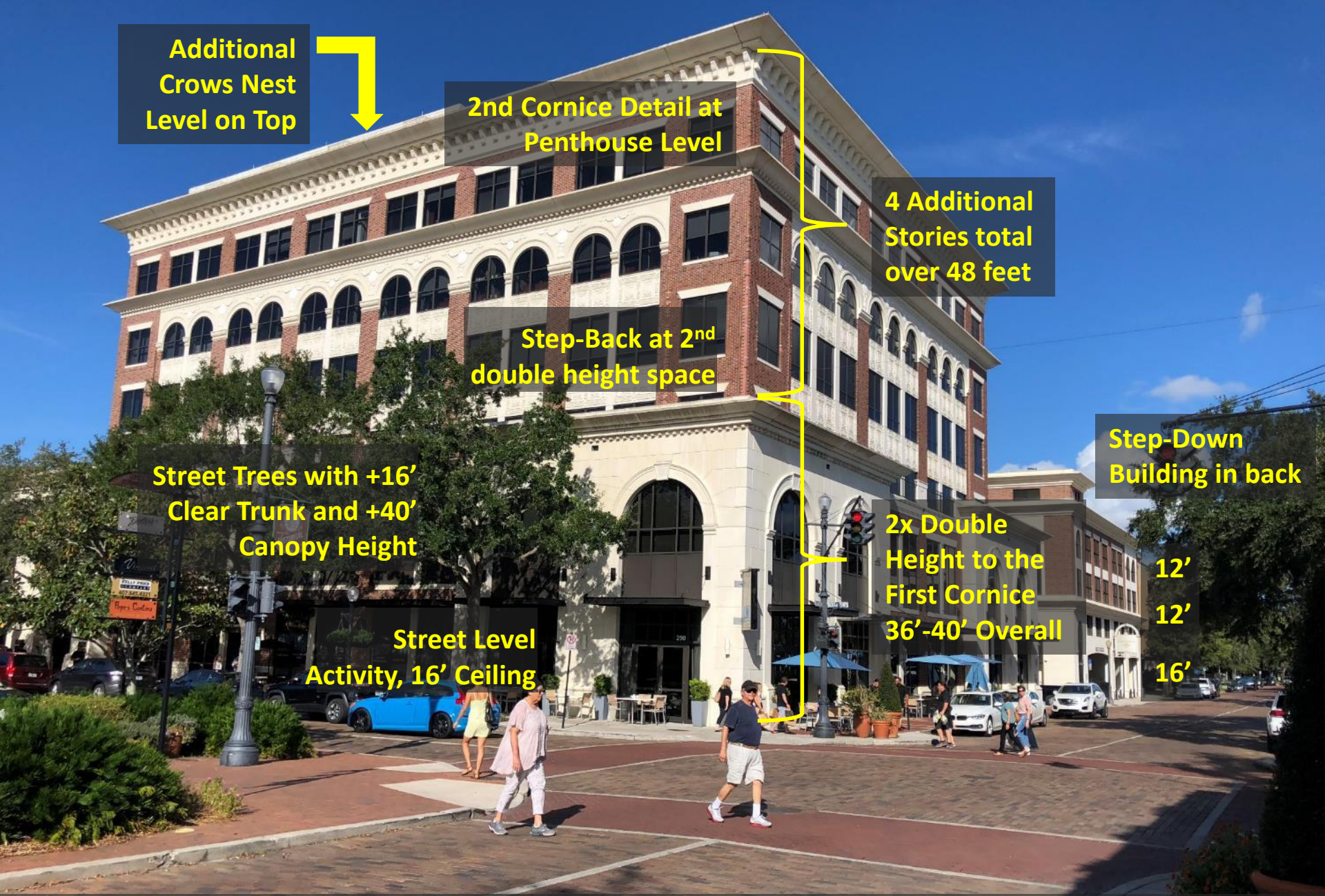
Expanding on those thoughts…Height, Viewsheds & Street Activity



The Worst Building on Park Avenue, Winter Park



Renovated Bank of America Building - Park Avenue, Winter Park



Renovated Bank of America Building - Park Avenue, Winter Park



Renovated Bank of America Building - Park Avenue, Winter Park



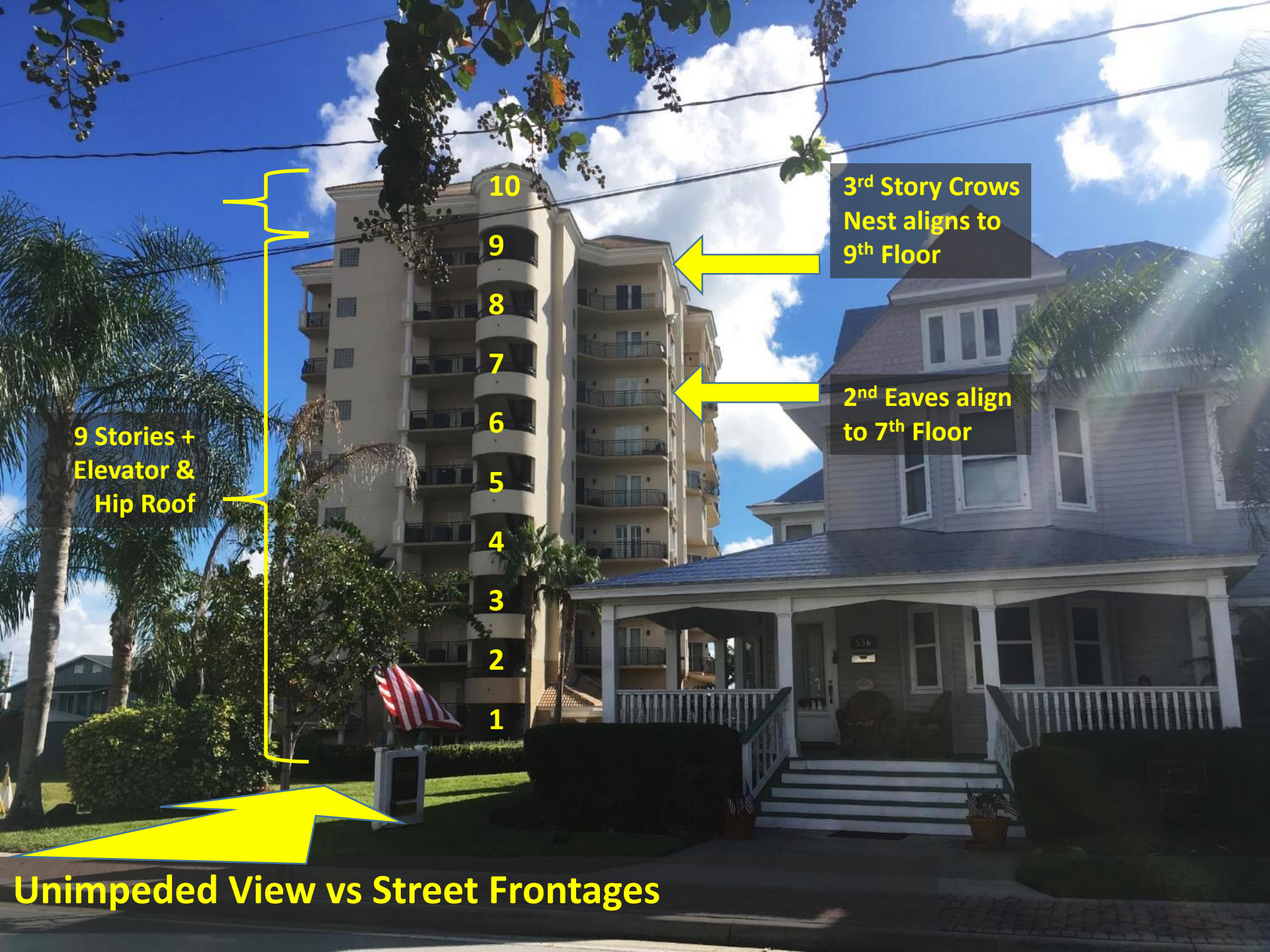
Perceptions of Height in the Urban Environment: Open Water Views



Perceptions of Height in the Urban Environment: Roadway Terminus


Perceptions of Height in the Urban Environment: Adjacencies


Perceptions of Height in the Urban Environment: Viewsheds


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



Perceptions of Height in the Urban Environment: Street Frontages

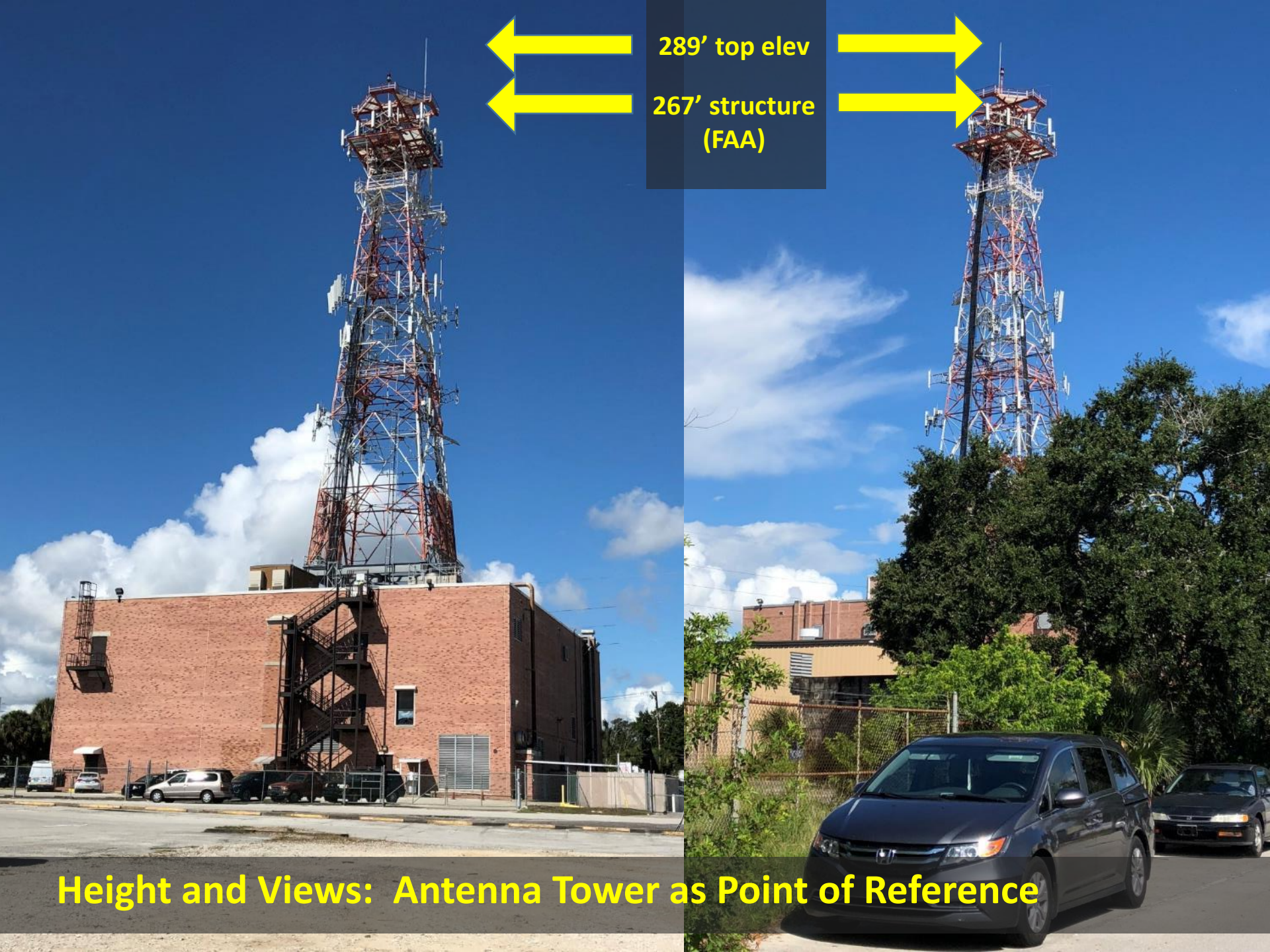








Breaks in the Urbanism Experience and Economic / Social Activity

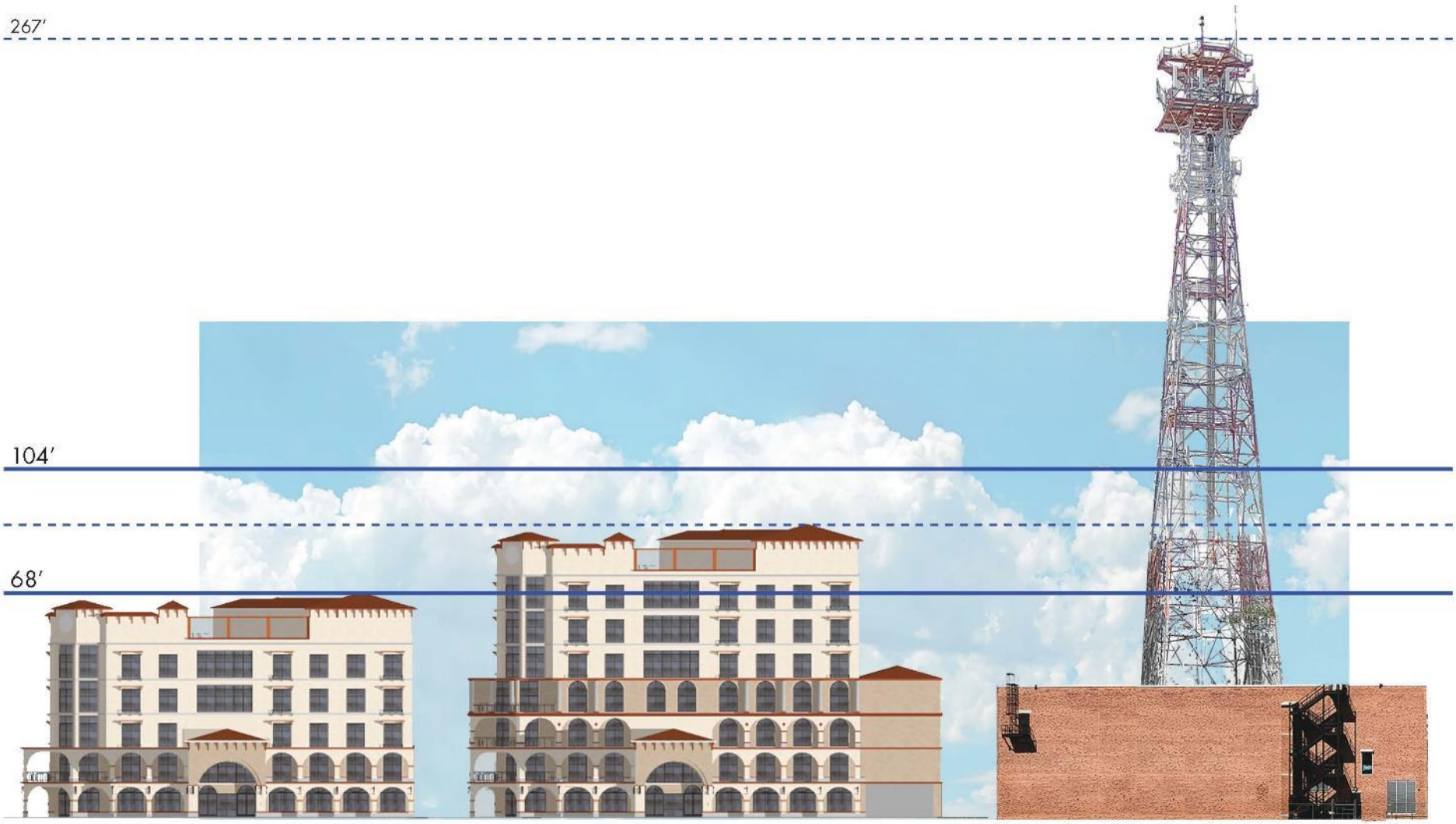


Height and Views: Antenna Tower as Point of Reference

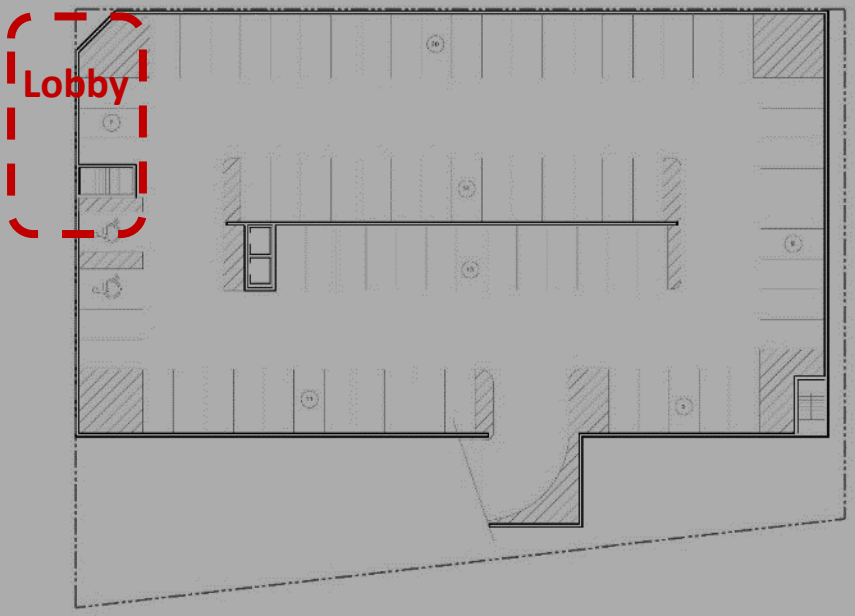

Cocoa River
520
Church St
Florida Ave
Brevard Ave
Factory St
Maryland Ave
Delannoy Ave
John Garren Ln
21 Riverside Dr
Riverside Dr
Derby St
Rosa L Jones Blvd
Oak St
515

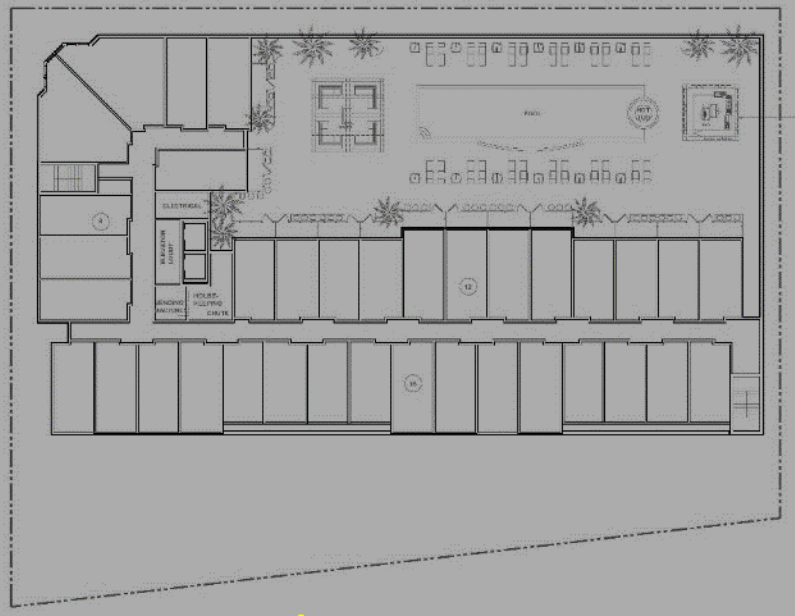
Discussion


Criteria Included:
2008 Master Plan Guiding Principles
Mixed Use Development
~100 Public Parking Spaces + Spaces for Development
Active Ground Floor
Meet other Zoning Requirements
Cocoa River
520
Church St
Florida Ave
Brevard Ave
Factory St
Maryland Ave
Delannoy Ave
21 Riverside Dr
John Garren Ln
Riverside Dr
Derby St
Rosa L Jones Blvd
Old City Hall Site RFP: Redevelopment and Community Goals (.87ac)



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





~70 parking spaces / level (times 2 levels)
~140 pkg = 1/unit + staff (industry std.)

~35 rooms / floor
3 floors = 105 Rooms (industry min.)

01 Concept Plan 3rd & 4th Floor

02 Concept Plan 5th Floor

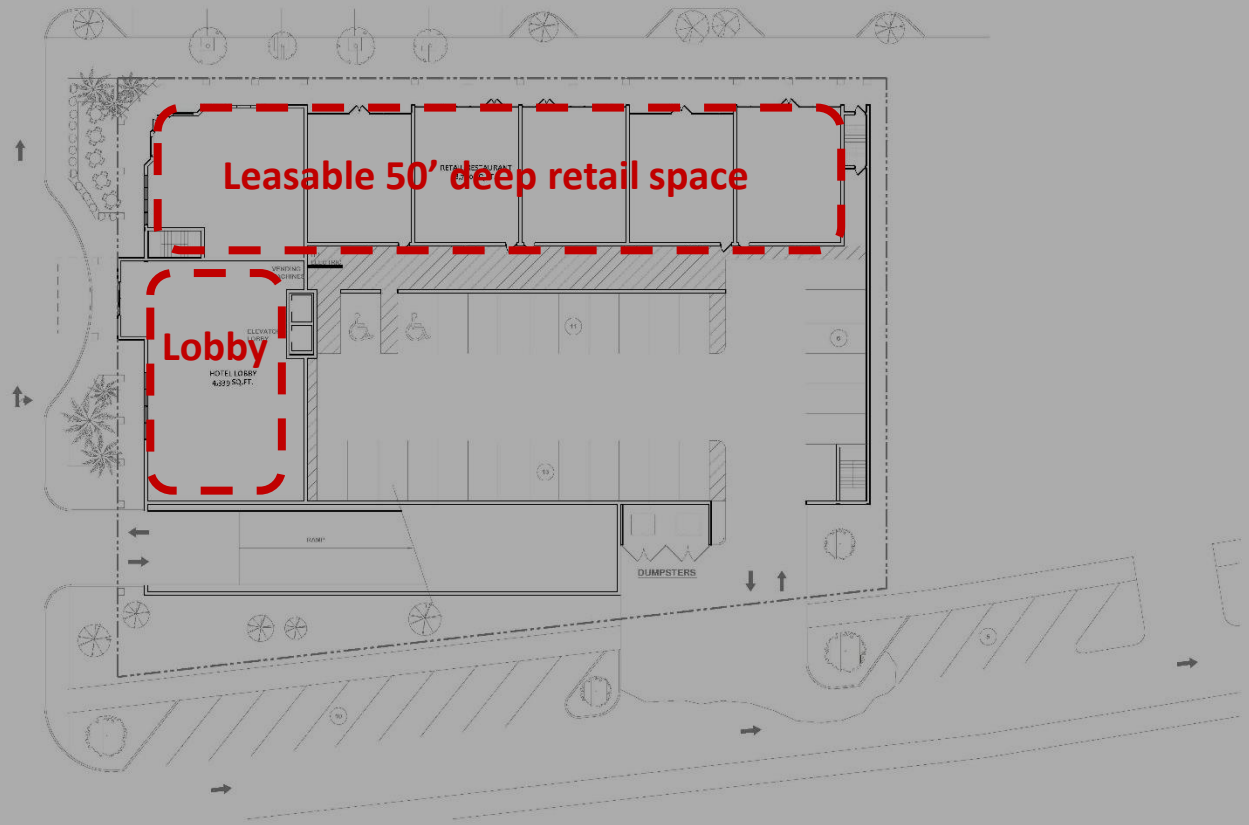
ELEVEN 18 ARCHITECTURE

REVISIONS

COCOA VILLAGE HOTEL

A300

Hotel Organization. Easy to do 2 stories pkg + 3 stories of rooms to total ~106 rooms



01 Concept Plan First Floor

27 APR 2018

ELEVEN 18 ARCHITECTURE

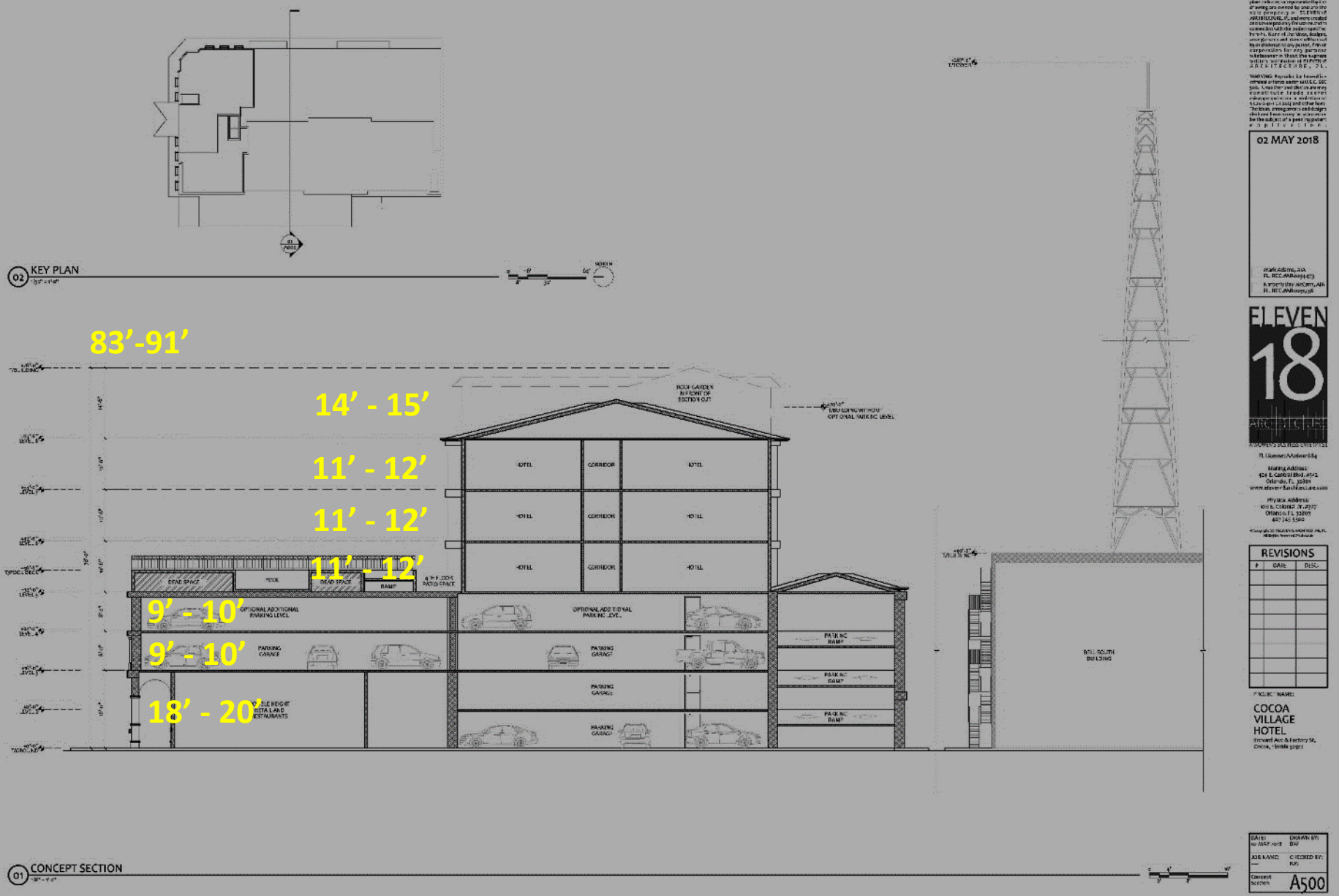
REVISIONS

#	DATE	DESC.

PROJECT NAME:
COCOA VILLAGE HOTEL
Brevard Ave & Factory St, Cocoa, Florida 32922

DATE: 27 APR 2018 | DRAWN BY: BW
JOB NAME: — | CHECKED BY: KM
CONCEPT PLAN FIRST FLOOR A100

Hotel Organization w/ Active Ground Floor and ~100 Public Parking



Hotel Organization w/ Active Ground Floor and ~100 Public Parking

AB APARTMENT BUILDING

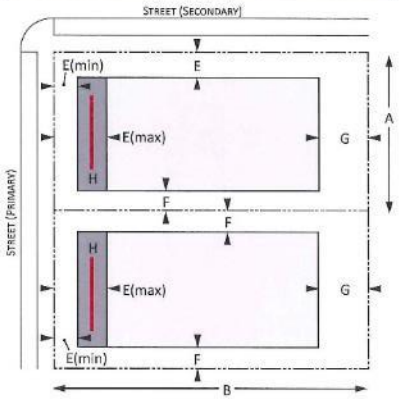
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	150
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	4,000	40,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, F, S	

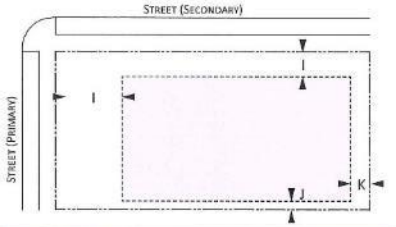


EXAMPLE

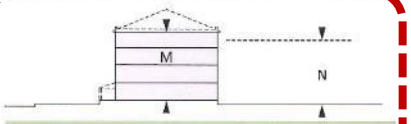
LOT REQUIREMENTS AND BUILDING ENVELOPE



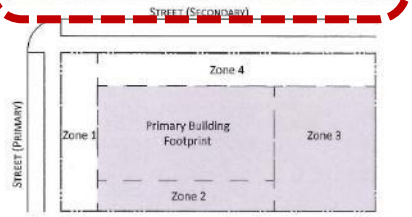
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

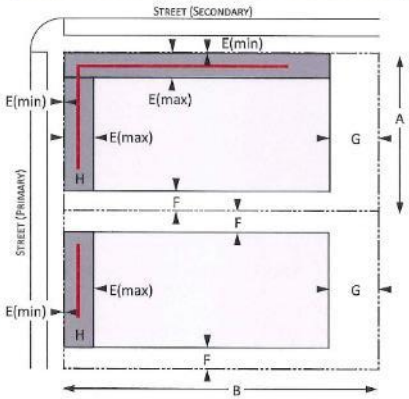
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for average lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60	120
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	5
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

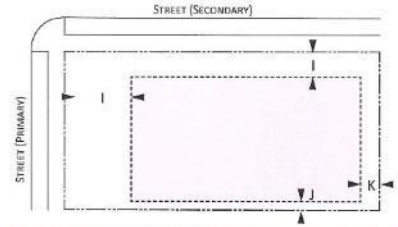


EXAMPLE

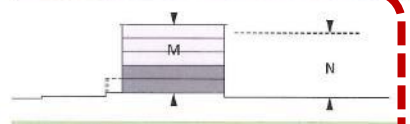
LOT REQUIREMENTS AND BUILDING ENVELOPE



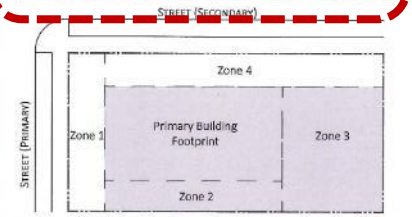
ACCESSORY STRUCTURE ENVELOPE



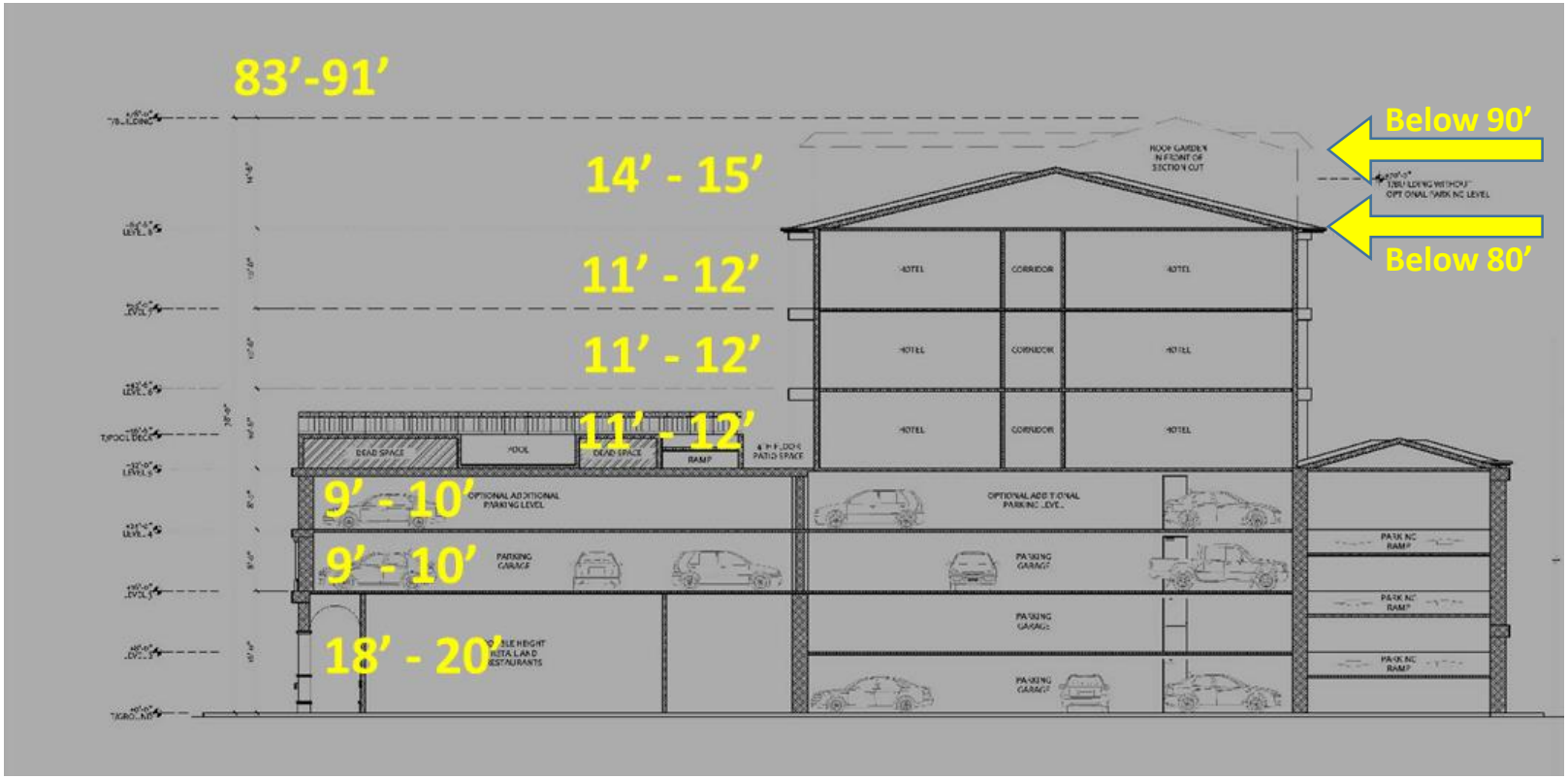
BUILDING HEIGHT



PARKING LOCATION



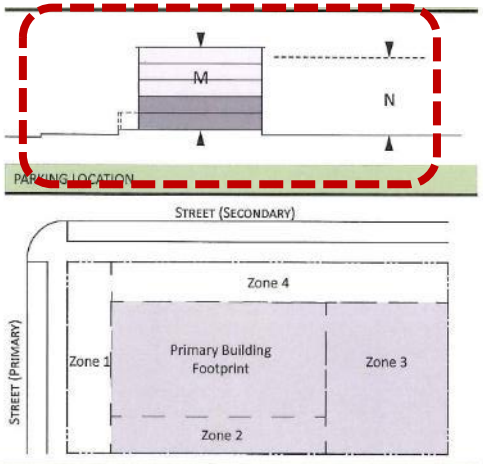
Where do we want to calculate height to?



CM COMMERCIAL/ MIXED-USE - MEDIUM



EXAMPLE



Where do we want to calculate height to?



COCOA VILLAGE HOTEL
CONCEPT RENDERING
BREVARD AVE. & FACTORY ST.
PERSPECTIVE 8-STORIES

ELEVEN 18 ARCHITECTURE

Looking at Views: This is a view that isn't really 'real'



Looking at Views: Alternatives Factory and Brevard (a)



Looking at Views: Alternatives Factory and Brevard (a)



Looking at Views: Alternatives Factory and Brevard (a)



Looking at Views: Alternatives Factory and Brevard (b)



Looking at Views: Alternatives Factory and Brevard (b)



Looking at Views: Alternatives Factory and Brevard (b)



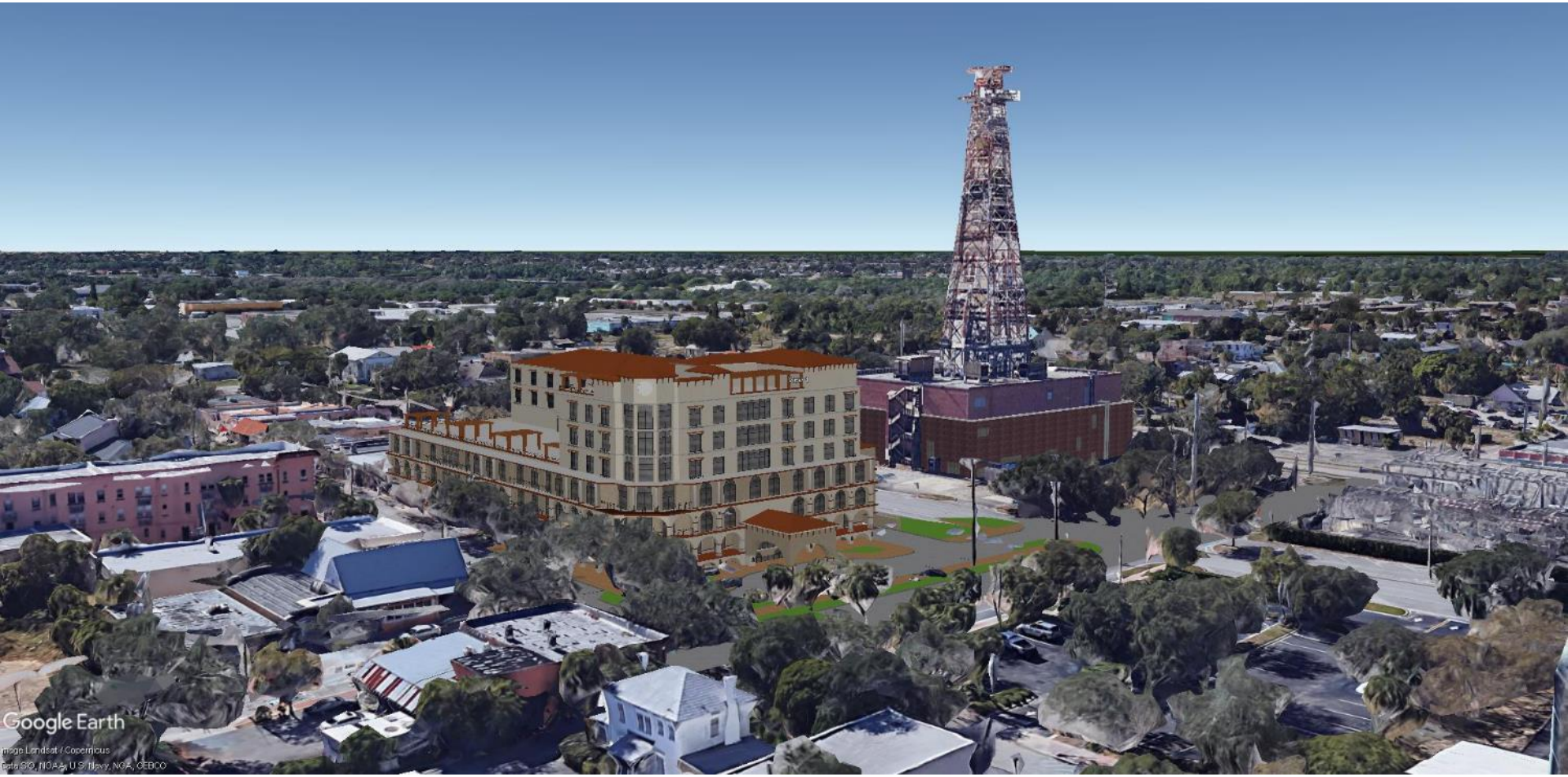
Looking at Views: Brevard looking back to Village



Looking at Views: Brevard looking back to Village



Looking at Views: Brevard looking back to Village



Aerial / Google Earth Views: Village looking Southwest from Church



Aerial / Google Earth Views: Southwest from Civic Center



Aerial / Google Earth Views: Northwest from Derby/Delannoy

Views from around the Village looking back at a hypothetical 8 story building at 91’ overall.



COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

0 100 250 500

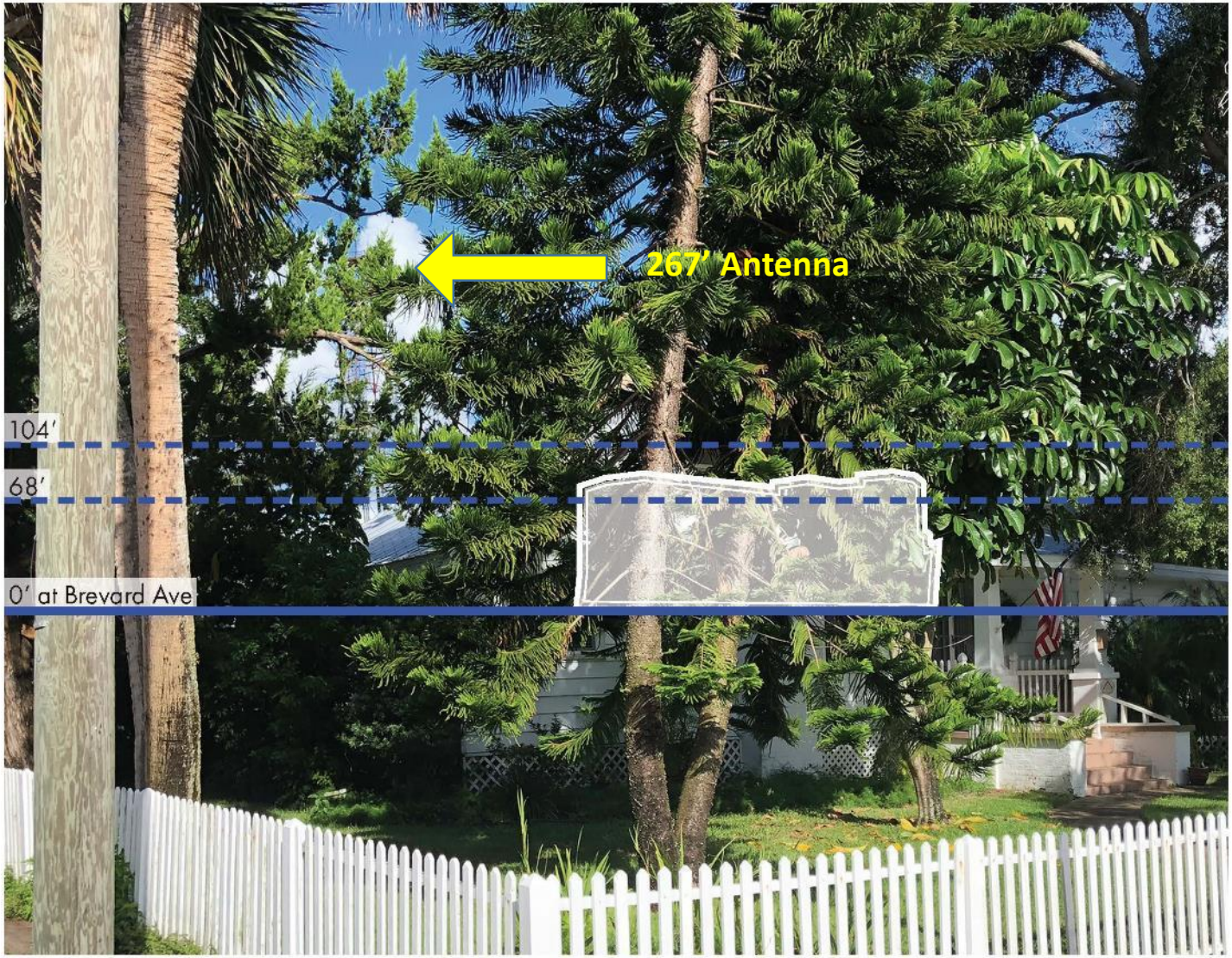
DRAWING NO. 2 of 11
DATE OF ISSUE 2019.10.03
REVISION #0

Views Around Town

Looking at Views: What do we see around the Village?

View from Brevard Ave at Derby Street.

Building not visible due to trees and foreground structures.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

Views Around Town

Looking at Views: What do we see around the Village?

View from Delannoy Ave north of Derby.

Top corner of building will be visible over 1 story structure in foreground.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

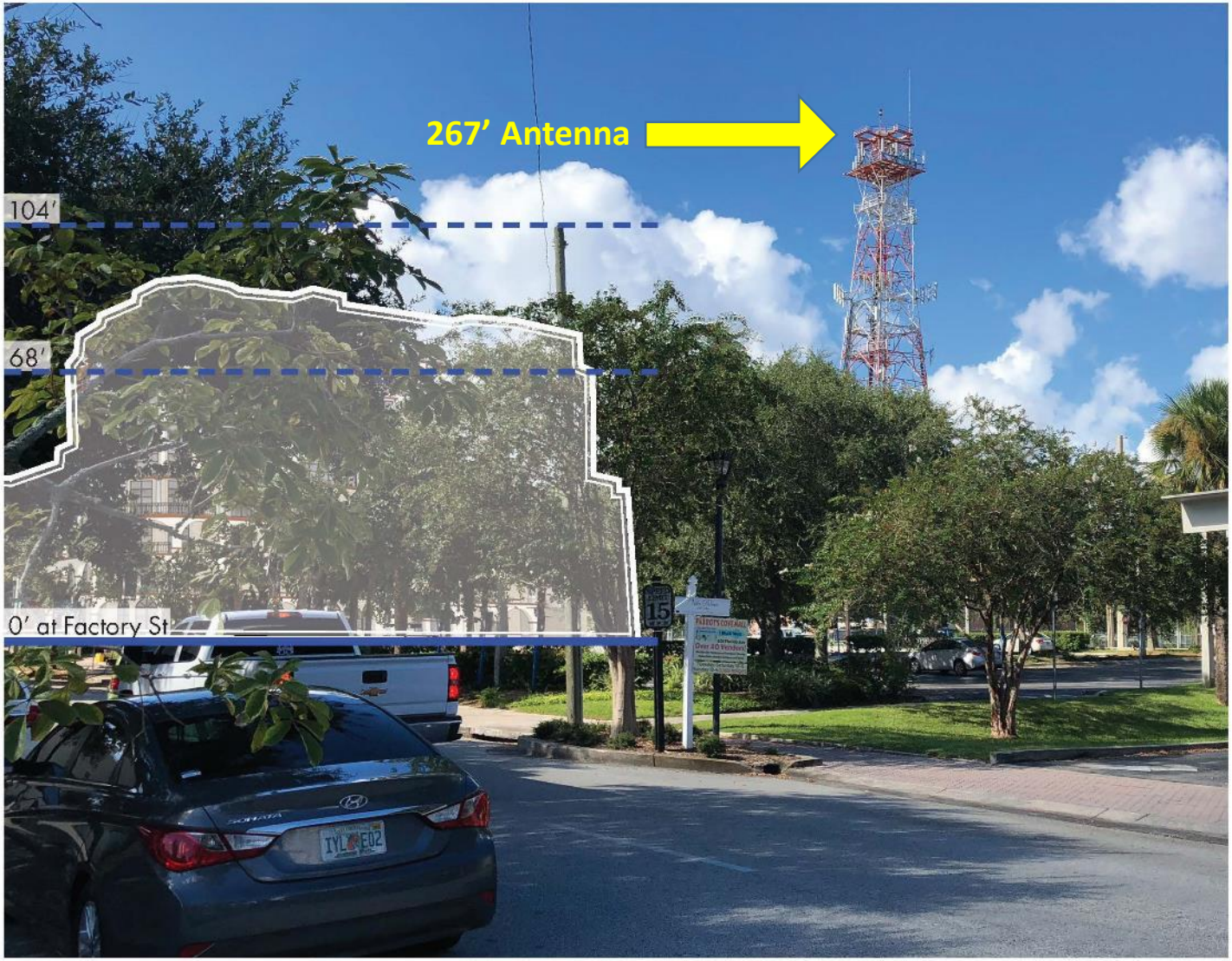
Views Around Town

Looking at Views: What do we see around the Village?

View from Brevard Ave at Chase Bank Drive through lanes.

Building visible but obscured through trees.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

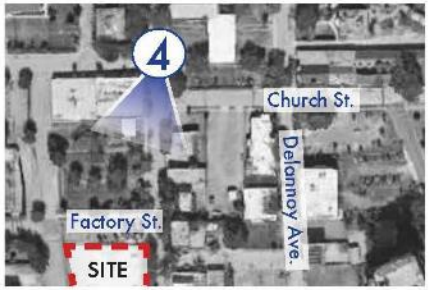
Views Around Town

Looking at Views: What do we see around the Village?

View from Brevard Ave at Bank of America Site at Church Street.

Building Corner visible. Chase Bank (1 story) and trees obscure view.

Some view of ground floor likely viewing down Brevard Ave.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

DRAWING NO.:
DATE OF ISSUE:
REVISION:

Views Around Town

Looking at Views: What do we see around the Village?

View from Brevard Ave at Bank of America Site near Church Street.

Building height not visible due to trees and foreground structures.

Some view of ground floor likely viewing down Brevard Ave.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

Views Around Town

Looking at Views: What do we see around the Village?

View from Brevard Ave at Bank of America Site.

Building not visible due to trees and foreground structures.

Height of building scales in perspective with lower foreground structures.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

Views Around Town

Looking at Views: What do we see around the Village?

View from Village Gateway at SR520.

Building not visible due to trees and foreground structures.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel
Cocoa, FL

Views Around Town

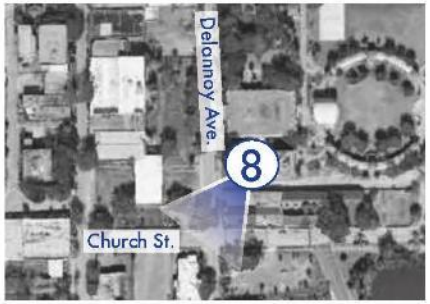
Looking at Views: What do we see around the Village?

View from Porcher House.

Building is ghosted in behind trees.

Building Substantively blocked by trees and foreground structures.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel

Views Around Town

Looking at Views: What do we see around the Village?

View from Park / Waterfront.

Building is ghosted in behind trees.

Building not visible behind trees.





COMMUNITY SOLUTIONS GROUP

Cocoa Village Hotel

Views Around Town

Looking at Views: What do we see around the Village?

SR520 Bridge on foot (Eastbound). Sidewalk view looking back into the Village.

Top 2 floors visible above treeline.





Looking at Views: What do we see around the Village?

SR520 Bridge roadway view driving Westbound into the Village.

Top 2 floors visible above tree-line.





COMMUNITY SOLUTIONS GROUP

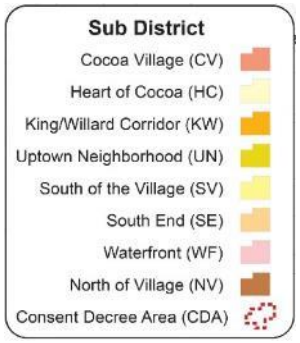
Cocoa Village Hotel

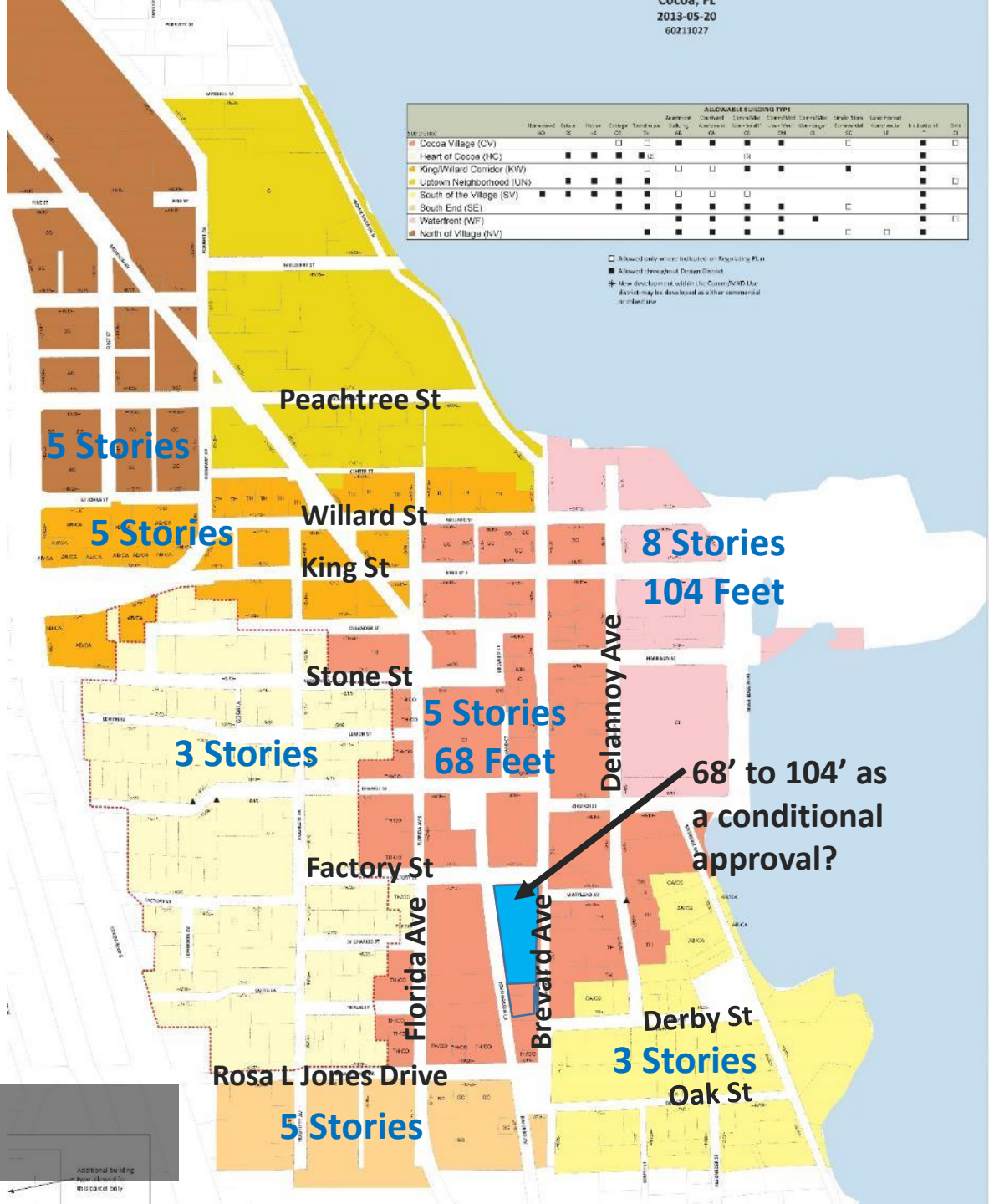
Views Around Town

Looking at Views: What do we see around the Village?

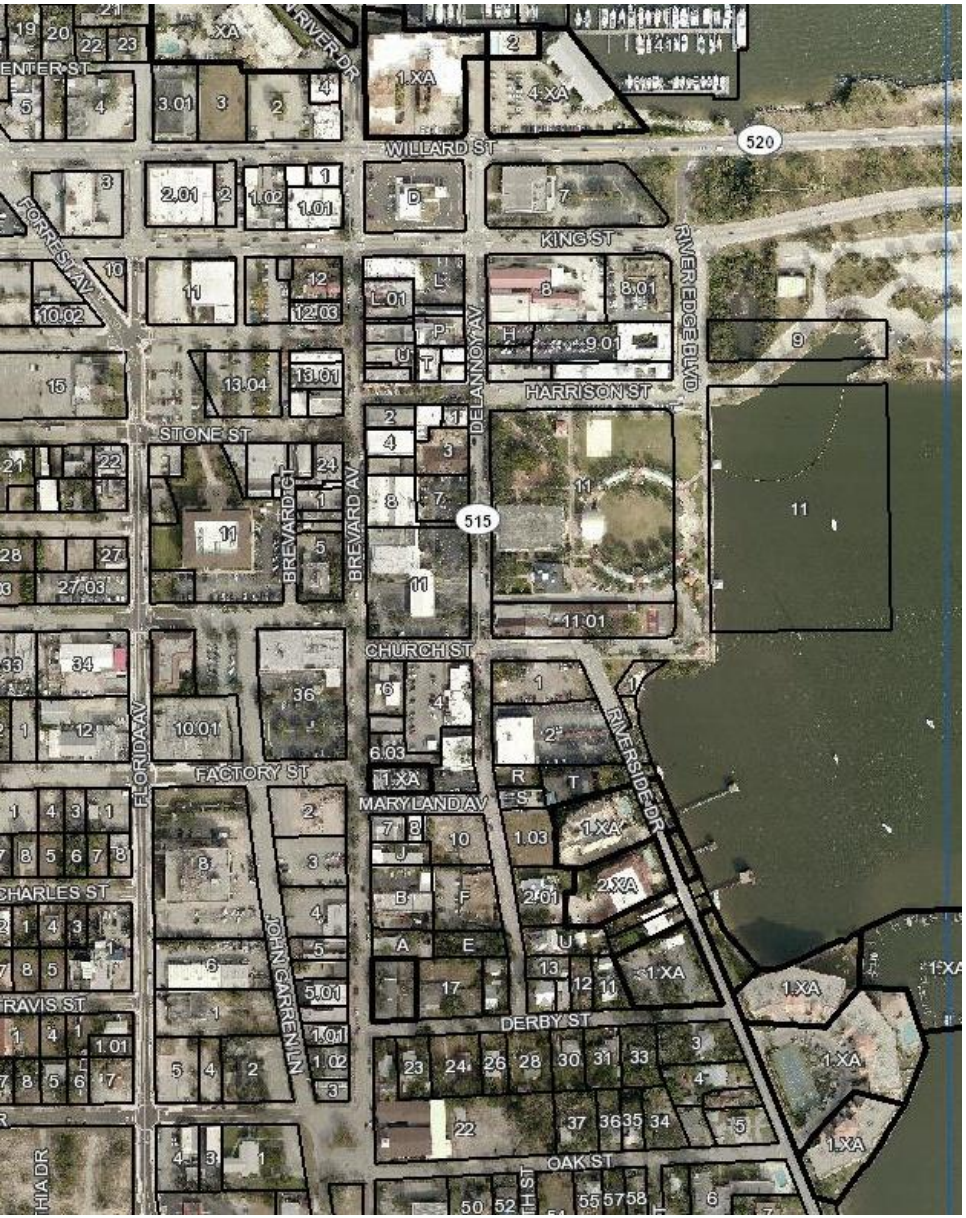
Should Some additional Height (between 5 stories / 68 feet and 8 stories / 104 feet be allowable as a conditional approval in targeted areas of the Cocoal Village if:

- there is a compelling public benefit or other satisfactory 'reason'
- provided the project is designed acceptably with good urban / pedestrian scale features?





Calling the Question:





Additional Height between 68’-104’: Likelihood of Change?


Cocoa River
520
Church St
Florida Ave
Brevard Ave
Factory St
Maryland Ave
Delannoy Ave
John Garren Ln
21 Riverside Dr
Riverside Dr
Derby St
Rosa L Jones Blvd
Oak St
515

Discussion

COMMUNITY SOLUTIONS GROUP

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801
T 407.423.8398
gaiconsultants.com

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

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Discussion Topics

Cocoa Community Meeting regarding Height in the Village

To	City Staff
Subject	Tablet Notes taken from Oct 3,2018 Public Meeting Conversation
Project	GAI 180979 Cocoa Village Height Evaluation
From:	Christina Lorenzo, GAI / CSG
Date	October 8, 2018

Major Topics from Community Conversation following GAI / CSG presentation:

1. Compatibility: Height relationships with adjacent village and local residential scale look out of scale.
2. Architectural character and quality is an important topic. Don't 'settle' for poor quality. Don't want a "Days-Inn". If a hotel, a high quality boutique hotel.
3. Why the requirement for additional parking on this mixed-use site? Was the prior parking study (which showed a ~375 car deficit in the Village) adopted or validated by the City? Are we sure there is an operating deficit? Can we get those car parking spots in another way, such as other sites or by reconfiguring our streets?
4. Will this proposed change 'open the door' for other parcels in the Village?
5. Do we need to do this for all 6 parcels? Can the change be just for the 4 parcels to the north?
6. Need a 'Flag' (major name) hotel.
7. Does the project have a market study? Do we know it will work? What if it fails?
8. Will the zoning change be 'conditional' or 'automatic'.
9. Need for economic development in the Village. Support a hotel use.
10. Need for ground floor activity in the Village. Too many 'empty sites'.
11. Proposed Developer spoke about desire to bring a quality development partner (a 'Flag Hotel'), needs to know if he has a path to approval so he can market the property. Doesn't want to "build a project that community doesn't want".

End Notes

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Memorandum

Height in the Cocoa Village

To	John Titkanich, City Manager, City of Cocoa
CC	City of Cocoa Planning Staff
Subject	Summary of Community Meeting regarding Height and Proposed Zoning Ordinance
Project	GAI #180979.00
From:	Pete Sechler, PLA/AICP; Director, GAI Community Solutions Group
Date	October 8, 2018; 4 pages.



Summary:

On the evening of October 3, 2018, GAI's Community Solutions Group conducted a 2-hour public meeting to discuss issues of Height and Urban Form in Cocoa's historic Village. The meeting was well attended, with over 80 names recorded on sign-in sheets, 15 comment cards left on tables and over 75 minutes of facilitated group conversation following a 35-minute presentation by Pete Sechler with GAI/CSG.

Based on the conversation, we believe there was general support by most of the attendees for the City to proceed with some form of a Zoning Ordinance Amendment which would allow for additional height on several parcels as identified in an Aug 14, 2018 City Council Agenda item.

The subject sites are limited to properties 2, 3, 4, 5, 5.02 and 5.01 on the block bounded by Brevard Ave, John Garren Ln, Factory Street and Rosa L Jones Dr within the Brevard County Property Appraiser's Map. The currently proposed Zoning Amendment would upzone these parcels, (currently identified as "Mixed Use Medium", 68'/ 5 Story Height) to "Mixed Use High", 104' / 8 Story Height. We believe there was general support for a variation on this proposal, specifically for 'Condition Approval' for increased height above 68', not to exceed 104' / 8 Stories, and applied only to the northern-most parcels (2, 3, 4 & 5).

Recommendation: Approve a Zoning Amendment on parcels 2, 3, 4 and 5 on the subject block to allow additional height up to 104' overall or 8 stories as a 'Conditional Approval'. Conditions may include a public benefit (public parking, ground floor retail), feature architecture, desirable development partners / tenants or other special benefit to the City/CRA & Community.

Background

GAI's Community Solutions Group was asked to review the planned Zoning Amendment for the subject block. We also reviewed the other guiding factors surrounding the subject site, including:

- 2008 Cocoa RDA Master Plan + 2018 Waterfront Update
- City of Cocoa 2013 Waterfront Zoning Overlay
- City of Cocoa 2018 "603 Brevard Request for Proposals" for the former City Hall Site.
- Development Proposal Renderings, Elevations and Floor Plans as provided by the submitting Developer's Architect (Eleven18 Architecture).
- August 14 Council Agenda Item: Staff Report re Zoning Amendment for height on 6 parcels.

The site is zoned for Commercial Mixed Use in the Waterfront Overlay, which limits overall height at 68' and 5 stories (calculated as 1st floor up to 20' and 4 additional floors at 12' each). One point that is NOT clear in the zoning is where the height is measured to. In the Waterfront Overlay, 'Apartment Buildings' are shown to be measured to the cornice or top parapet of the building, and any hip or gable roof ridge above that point is NOT shown in the height calculation. In the 'Mixed Use Medium' category, the example building does not include a hip or gable roof and height is shown measured to the parapet. The reason this is significant is that the proposed development includes a hip roof detail that is being counted as part of the overall height. This issue is noted on slides 37 and 38 of the Public Presentation.

The RFP requests includes a request for additional 100 parking to be included in the project for public use. there is also a request that the parking structure include either 'liner' uses or special architectural features to conceal the parking deck from ground floor visibility, particularly from Brevard Ave.

The responding development proposal is anchored by a hotel, using the quality boutique business class model of 105-115 keys (rooms) parked at 1 space / key + 20-30 spaces for staff. In addition, the proposal has included the requested 100 additional parking spaces as well as ~8700 s.f. of ground floor retail/restaurant space and a ~4300 s.f. ground floor hotel lobby, which would also include some guest common area space. Finally, pool deck / amenity areas are also included on the top level of the parking structure, accessible to hotel guests.

Because of the additional public parking, retail (and its supporting parking) as well as the conventional hotel program, the overall proposed development is 8 stories. This aligns with the Waterfront Overlay Commercial Mixed Use 'High', but exceeds the 5-story limit of the existing Commercial Mixed Use 'Medium' which is the category of the subject development parcels. The development includes architectural 'step backs' and other features.

The overall height of the development as shown in the elevations is 78' measured to the top of the hip roof of the 8th story. However, this includes some very limited floor to floor heights: 8'-0" for the parking structure levels and 10'6" for the hotel levels. This is not considered desirable by the architect or GAI/CSG for modern, high quality hotel space, or functional parking garages. Our discussions with the architect led to more conventional floor to floor numbers such as 9'-10' for garage and 11'-12' for hotel / residential levels. This would lead to alternatives for a taller building than proposed (see slide

36 from the public presentation. Top height may range from 83'-91' or perhaps slightly more, depending on whether measurement is taken from the upper cornice, or the top of a roof ridge.

GAI Community Solutions Group Presentation

Pete Sechler gave a presentation of height and urban form in character 'village and main street' types of environments, including outside comparisons as well as direct comparisons from Cocoa's Village. This included:

- Summary of Cocoa's Waterfront Overlay District zoning requirements for height.
- Discussions / examples of the 'mid-rise' development form (8 stories or below) that the Waterfront Overlay allows.
- Discussion of Architectural character, façade details / fenestration and other humanizing / pedestrian features for urban buildings, including the Bank of America renovation on Park Avenue in Winter Park.
- Challenges with compatibility in the Village, particularly for large, modern buildings adjacent to smaller historic structures and larger buildings that are visible via clear site line vistas, as opposed to buildings that are embedded in the urban fabric of adjacent buildings and street trees within the urban grid.
- Review of relative heights of the proposed development (7-8 stories / over 68') with an alternate development (hotel only, no public parking or retail) that would be 5 stories at or below 68'.
- Review of alternative architectural visualizations of the proposed 8 story development with a 5-story alternative to discuss the relative urban / pedestrian features of each. Several views were provided.
- We also provided a series of views from key locations around the village to examine in general terms how 'visible' an 8 story / 95' development would be from key locations. We used the 267' radio antenna immediately to the west of the subject site as a point of reference for the public. This illustrated that from many locations within the village, the building would not be visible, or would be obscured by the tree line. There are a few locations, such as up on the 520 bridges, or approaching the site (within a 1-2 blocks) that the building would begin to be visible through the street trees, or otherwise not obstructed by foreground buildings.

Public Comment + Discussion

The major points of the public comments are included in the attached 'Discussion Notes' memo as well as the scanned community comment cards. In addition, several documents were left with GAI by community members, providing examples of community compatibility regulations from New Orleans, streetscape parking design options and other zoning code ideas.

- Essentially, the primary concerns had to with community character, scale and compatibility, with fear that additional height beyond the 68' would compromise local values.
- The support for the hotel was primarily organized around the benefit of economic activity and the marginal difference in views between 68' and 90-95'.
- The 'swing' topics included the public benefit of the additional parking, ground floor retail (to enhance / extend the Village experience), quality / appearance of the hotel, attracting a 'flag'

(national brand name) and the ability of the taller building to include more special design features such as step backs, ground floor detail / activity and other architectural fenestration.

- There was also discussion about how to 'insure that the hotel would succeed' and would this targeted decision 'open the door' to uncontrolled height increases on other properties. These are all valid points.
- The Developer was in the room and spoke about the need to bring a workable model to high quality 'flags' such as Hyatt, Marriott or Hilton in order to attract their interest in one of their models that could fit into the subject site and program envelope. His contention was that the 5-story option was not marketable because it could not to provide the other amenities, views and ground floor activity – and would therefore compromise his ability to attract a desirable hotel partner.

There was some group discussion about developing a "pros and cons" type of list regarding the development. We have captured some of the key topics and the different points of view heard in the meeting in the table below:

Topic	Concerns with allowing additional Height on the subject site.	Advantages of 'Negotiating' some increased Height on subject site.
Visual Compatibility	The new building will look out of scale with the other Village businesses and proximate residential.	The difference between the 68' and what the developer needs (additional 20'?) may not materially change views of the building from various locations in the Village.
Viewshed & Site Lines	The 68' foot limit will be less visible from the neighborhoods.	Allowing a portion of the building to 'pop up' another couple stories may allow the frontage on Brevard to be lower / 4 stories. More opportunity for a 'wedding cake' building with step-backs and details. A hard 5 story limit is more likely to need to 'maximize the available height envelope' resulting in a 5 story / uniform mass on Brevard.
Massing and Height	Keep the redevelopment similar in 'mass' to other nearby buildings in terms of height, width and mass. Prefer to keep the development to a 2-3 story building that is surface parked (behind new buildings) and 'on-street' parked.	The site is narrow, approximately 140' at the south end of 'Parcel 3' as shown on the map on page 1 of this memo. A parking structure will need to be ~124' wide to allow two bays of parking. This functionally covers level 1 with limited space left over for a building. Therefore, Cocoa could pursue a 'surface parked' option (similar to adjacent buildings) that is 1 or 2 stories, or there is a need for a more intense development with an envelope large enough to allow a normal parking deck.
Public Parking	The Parking may not be needed, or can otherwise be satisfied by reconfiguring streets to include more angled on-street parking to increase street parking inventory.	The Development RFP specifically referenced the 2017 Parking Study, and identified a deficit in the Village. As a result, the RFP requested a response that includes 100 publically available spaces (in addition to spaces needed to support the development). This increase in spaces on the 'south end' of the village will allow signage to public parking along Florida Ave (off of King Street) and provide a new area

		of consolidated parking from which retail patrons can access the Village shopping. There are some areas of opportunity for increased angled parking, but not the quantity necessary to easily meet the deficit stated in the parking study. Conversion of more streets to one-way is not recommended as a general practice for walkable retailing areas. As a general rule in the planning industry, one-way streets are not 'retail friendly' because they make access more confusing for visitors, create more unintended 'turns around the block' to get to a destination, and can be conducive to speeding because certain blocks can become 'straightaways'. The 2008 Cocoa RDA master plan spoke to these topics.
Ground Floor Retail	If Cocoa solicits a redevelopment for a 1-3 story project, it can surface park and we can maintain ground floor retail. Don't need to 'go up' to get this. If Cocoa just does the Hotel alone, with parking on levels 1 & 2, the 105-115 room hotel can still be built over as 3 stories of units over 2 stories of parking.	A 1-3 story project may or may not be feasible in terms of providing new commercial space that the current market can support. The 5 stories (3 stories of residential or hotel over 2 stories of parking) does not activate the street. Ability to move the parking up a level or two allows for new retail frontage (activity) on the street while still allowing a hotel use to provide new purchasing power for Cocoa Village.
Architectural Character	The City will not be able to insure quality architectural character of the building or project in general.	By working with the developer and negotiating some height 'bonus', the City enhances its' leverage regarding quality of product and design.
Economic Development	The hotel may not work and the Village cannot support more retail.	A marketable development envelope will allow the developer to bring alternative hotel partners at higher quality. A successful hotel will bring increased and different spending habits to add to the Village economy while providing ground level retail activity.
Community Vision	By allowing additional height for this development, Cocoa signals that it doesn't have a strong vision and other development sites are fair game for other properties throughout the Village to be easily eligible for unmanaged height exceptions which will destroy the character of the Village.	By reducing the eligible parcels from 6 to 4, and making the additional height a 'conditional approval', the City is signaling that it is willing to negotiate to facilitate quality development, but not all parcels are available and the City needs to become comfortable with the product, quality, architecture and development 'deal points'. This option was discussed in the public meeting as a way of modulating the prior Zoning Amendment proposal to be more focused geographically, and assure that the additional height granted is only what is 'needed' and a suitable public benefit.

Moving Forward

Taken together, our opinion is that the majority of meeting attendees support some flexibility in height in order to allow for the additional benefits that the proposal can bring. The meeting was not specifically about 'approving' the proposal. There are other approvals and negotiation points that this developer will have to satisfy with the City/CRA and community.

However, the basic premise of whether or not some additional height (not to exceed 104') should be a 'Conditionally Allowable' based on negotiation between the developer of this site (whomever that may prove to be) and the City/CRA seems reasonable on this site. This is in part due to the configuration of the site (narrow) and the location (near the 'edge' of the Village, backing up to the power substation and antenna building and the viewshed studies that indicate limited visual impact at this site due to foreground buildings and street trees.

There also appears to be a significant public purpose to working with a developer height regarding height. These items include:

- ~100 publicly available parking spaces to support the Village.
- Ground floor retail to activate the street environment and 'extend' the retailing experience to the southern commercial sites on Brevard, which today are separated from other village activity by non-retail sites or underutilized / vacant properties.
- The increased spending capacity of hotel guests as part of the economic 'engine' of the Village to support retail activity.
- The location of the hotel as an 'anchor' that will drive pedestrian traffic through the Village towards the downtown Waterfront destination.
- The commitment of the developer to securing a quality 'flag' hotel.
- The commitment of the developer to providing a quality building, with the massing and architectural façade treatments and other pedestrian scale / humanizing elements discussed in the presentation and through other aspects of City Code.

End Notes

Attachments: Public Presentation Slideshow, Discussion Notes, Comment Card Notes, Sign-In Sheets, Development Proposal Graphics, City Brevard Ave RFP, Community Hand-outs delivered to GAI following the meeting.

Please share your ideas, responses and input. Thank you.

Comments

- I'm all for trying
- to make Cocoa Village
- similar to Winter Park
- I'm very happy with
- GAI - their work and
- professionalism.
-

Name/Contact Info (optional)

Cathy Carr

321-258-6701

Please share your ideas, responses and input. Thank you.

Comments

- Give them the height!
- But be very careful
- on architecture!
- Parking very important
- If the Village does
- not grow it will die.
-

Name/Contact Info (optional)

Chuck & Pat Mastropaolo
321-638-2282

Please share your ideas, responses and input. Thank you.

Comments

I think a Hotel comparable to the Alfond Inn in Winter Park Village would enhance our Cocoa Village.

Name/Contact Info (optional)

Trudy Buchine

Please share your ideas, responses and input. Thank you.

Comments

- OK for Increased Height
- Provided that:
- (1) First Floor Retail
- (2) Architectural Design
- For interest e.g. Wedding
- Cake etc. / tiered
- (3) Great Anchor Opportunity

Name/Contact Info (optional)

Don & Vickie Roy
dour87911@yahoo.com

Please share your ideas, responses and input. Thank you.

Comments

-
- Build it today!
-
-
-
-
-

Name/Contact Info (optional)

Shaina 321-557-6493

Please share your ideas, responses and input. Thank you.

Comments

- We are ok with the extra
- height. We like the higher
- ~~one~~ example and feel it
- Looks better and can be
- used for more things.
- and increase parking
-

Name/Contact Info (optional)

Chris Condon

Please share your ideas, responses and input. Thank you.

Comments

- I'm in favor of the height!
- It will disguise the
- tower and we need more
- infrastructure.
- "If you build it,
- They will Come!"
-

Name/Contact Info (optional)

Becky 719-371-5604

Please share your ideas, responses and input. Thank you.

Comments

- I Vote YES!
- Let's get this beautiful
- hotel to bring visitors
- and help hide or diguise
- the tower!
- I Love the Idea!
-

Name/Contact Info (optional)

Parrots Cove Mall!

321-301-4526

Please share your ideas, responses and input. Thank you.

Comments

(1) 299' Antenna is old tech will be gone in 10yr.

(2) If this is only about 3 parcels why is the ordinance for all 6?

Name/Contact Info (optional)

Please share your ideas, responses and input. Thank you.

Comments

- The CRA will be the "watch"
- on successful architecture.
- The most recent example was
- Sun Trust. This does not
- inspire my trust.
-
-

Name/Contact Info (optional)

Jennifer Riggs
jlovitriggs@gmail.com

Please share your ideas, responses and input. Thank you.

Comments

(1) If the hotel site is not rezoned, and the CRA said they need that to negotiate with the developer (2) If the hotel can't be 7 floors I believe the project would not be Viable and the developer will drop it.

Name/Contact Info (optional)

Richard N. Ames
RNAAmes@hotmail.com

Please share your ideas, responses and input. Thank you.

Comments

- considering the highest
- low and the most
- disadvantaged positional
- view, I believe the
- benefits to the village
- outweigh objections
-

Name/Contact Info (optional)

Please share your ideas, responses and input. Thank you.

Comments

- Build above 68' up to the height that provides proper ceiling heights, parking spaces & views for the top floor of the
- MRL.
-
-

Name/Contact Info (optional)

_____

_____

_____

Please share your ideas, responses and input. Thank you.

Comments

Conditional approval of a building that will meet city requirements and allow an economically viable project is essential —

Conditions based on balancing ~~public good against business~~ reality.

Name/Contact Info (optional)

Please share your ideas, responses and input. Thank you.

Comments

- zoning change (at 104 feet)
- NOT consistent with surrounding areas.
-
- > this zoning change NOT compatible with the historic character of the village
- A structure higher than 68 feet dominates the village. This is a mass structure dominating a small, historic village

Name/Contact Info (optional)

Barbara Kinsey

Cocoa 32922

Cocoa Village Community Discussion Height & Urban Form
Date: October 3, 2018 Time: 6:00pm-7:30pm
Project No. A180979.00

Public Workshop at the Cocoa Civic Center
430 Delannoy Avenue, Cocoa, FL

Name	Zip Code	Email Address (please check box → (if you would like to receive email updates)	✓	Phone Number
Glenn Pendergrass		Glenn33429@Yahoo.Com		
Candace Rogers	32922	93 Delannoy Ave		321.305-5029
Don Rogers	"	" " "		" "
Bill Morris	"	1908 Manor Dr Cocoa		321 636 0140
Wanda Smith	32922			321 6568852
Nancy Brouse	32955			
Barbara Kinsey	32922	1628 Manor Dr		321 638 0269
Walter Roslan	32922	"		321 693 5741
MICHAEL BROOKER	32937	140 - TUMO HAWK		321-405-8484
R. GRAZIANO	32922	rgraziano@oleanderpointe.com		321-682-4025
Nancy Cabana	32922	ncabana@cfl.rr.com		321.305.5556

*All Knowledge Exchanges and community meetings may be videotaped for public record.
By signing this, I permit the City of Cocoa and GAI team to include me in these photos and videos.

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430 Delannoy Avenue, Cocoa, FL

Name	Zip Code	Email Address (please check box ⟶ (if you would like to receive email updates)	✓	Phone Number
Richard N. Ames	32922	RNAAmes@hotmail.com	✓	
Erin Roath	32922			
Steve Rinker	32922	DELTABLUZ55@BELLSOUTH.NET		
Don Boisvert	32926	Cpwallman		
Nancy Burt	32922	nburt@cocoafl.org		
Jody McCluney	32922	jodymccluney@gmail.com		
Ed Green	32922	edgreen20@gmail.com	✓	
Alton Edmond	32922	edmondtriallaw@gmail.com	✓	
Gerald Blanchard	32922			
Burt & Bev Adams	32922			
Trudy Buchine	32922			

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Name	Zip Code	Email Address (please check box ⟶ (if you would like to receive email updates)	✓	Phone Number
Don & Vickie Ray	32922	DONRS7911@YAHOO.COM		321-877-0001
Mike & Connie Dobbs	32922	MIKEANDCONNIE@OCEANSIDEPOINTE.COM		321-637-0884
Helma Mezey	32922	Helma@mezey.net		321-684-0123
[illegible]	32922			
Janne Ety	32922	wiregems@bellsouth.net		
James R Smith	32922	JRUSS47@GMAIL.COM		3216522781
Lawrence Sinclair	32922			321-417-4213
Gun Godbeer	32922	40 Derby St Cocoa		
Rhetta & Tank Sherman	32922	2210 Clairemont Cocoa		3215444491
Cathy Carr	32922	15 N Indian River Dr		321 258 6701
[illegible]	32922	~~[illegible]~~ louaine.koss@gmail.com		

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Name	Zip Code	Email Address (please check box → (if you would like to receive email updates)	✓	Phone Number
Linda Louden	32922	lindaglouden@ft.rr.com		321 626 1401
JACOB SPEICHER	32927	hspeic3@Aol.COM		3216379937
Chuck & Pat Mastropaolo	22	patchico@oleanderpointe.com		321 638.2288
Joana Tolliver	32922			
Margaret Badchan	32952			
Kathy Gonyeau City Atty				
Tom Wasdin	32922	TWcoach1@gmail.com		321-537-6588
Larry Lello	32927	Jonathon.Lello@gmail.com		350 513-3476
ALLAN CHAPMAN	32922	INFO@VisitCocoaVillage.com	✓	631-9075
Patricia H. krause	32922	pkrk@universalEnergyMassage.com		480-2785
Bobbi Whitmore	32955	b		

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Name	Zip Code	Email Address (please check box → (if you would like to receive email updates)	✓	Phone Number
Richard & Linda Sylvain	32922	richardsylvain@live.com		321-504-3834
Linda Hare	32922	lindahare@earthlink.net		941-228-6681
Jane Nayton	32922			
Robert Trabel	32922	trapnell at me.com		321-917-5442
Paul Arieti	32922			
John Titkanich	32922	jtitkanich@cocoafl.org		
Matthew Fuhrer	32922	MFuhrer@cocoaFl.org		
Tom Miremet	32922	TEMIRCHOT@HOTMAIL	✓	635-5151
Barry Denny Meneghelli	32953	dmenep@cfl.rr.com		
Diana Huntress	32922			
Scott Hannon	32922	scotthannon@hotmail.com		443-857-9797

*All Knowledge Exchanges and community meetings may be videotaped for public record.
By signing this, I permit the City of Cocoa and GAI team to include me in these photos and videos.

Cocoa Village Community Discussion Height & Urban Form
Date: October 3, 2018 Time: 6:00pm-7:30pm
Project No. A180979.00

Public Workshop at the Cocoa Civic Center
430 Delannoy Avenue, Cocoa, FL

Name	Zip Code	Email Address (please check box → (if you would like to receive email updates)	✓	Phone Number
Nancy Elliott	32956	nancyelliott@cfl.rr.com	✓	(321) 223-8983
Alex Greenwood	32922	agreenwood2@cfl.rr.com		(321) 917-3770
Jim Stripling	32922	jim@stripling.org	X	
Alex Goins	32922	jaspromo2@gmail.com		321 205 4085
Brad Whitmore	32955	bradwhitmore2@gmail.com	✓	941 928 2330
Frank E Dollerman	32922			
	32922	—		
Rebecca Beard	32955	beckylbeard@yahoo.com	✓	719-371-5604
Chris Condon	32922			
John Condon	32922			
Shirley Bonnell	32922			

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Name	Zip Code	Email Address (please check box ⟶ (if you would like to receive email updates)	✓	Phone Number
Jennifer Riggs	32922	jlovitfriggs@gmail.com		414-698-8750
Kathy Cline	32922			(321) 474-6442
Lillian Roberts	32922	Lillian.roberts39@yahoo.com		(321) 632-7639
Mike O'Hagan	32922			
Patti Wild	32922	PSWILD69@gmail.com		
Jason Case	32922	j.case93@gmail.com		—
Jeremy Phelps	32922	Jeremy@cocoavillageplayhouse.com		321-636-5050
Laura Houston	32922			321-208-1116
Virginia Neal	32922			321-632-9241
Maria Jack	32926			
Jane Naylor	32922	jnaylorcoach@gmail.com		321-305-5737

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430 Delannoy Avenue, Cocoa, FL

Name	Zip Code	Email Address (please check box → (if you would like to receive email updates)	✓	Phone Number
GERALD BLANCHARD	32922	~~JERBLANC~~ JERBLANC@HOTMAIL.COM		
M Harrison	32922			

*All Knowledge Exchanges and community meetings may be videotaped for public record.
By signing this, I permit the City of Cocoa and GAI team to include me in these photos and videos.

PZ-18-02000002 – Zoning Text Amendment (Cocoa Waterfront Overlay District)
Ordinance No. 06-2018

Cocoa City Council is considering a proposal to rezone 6 lots in south central Cocoa Village to 8 stories (104 ft.) height. Current zoning there limits buildings to 5 stories.

Many of us who live or work in Cocoa don't want this zoning change to happen, even though we support compatible growth and development. Here is why:

1. High rise buildings in the central Cocoa Village area would change its historic character and ambience. Its current close-together buildings of 3 stories or less give it its quaint, friendly appearance and draw visitors and small businesses.

2. High rise zoning in many cities has spread large structures into nearby older, affordable residential streets, driving out old housing, shops and residents.

Could this happen here?

Consider Winter Park in Orlando. Here is a description: its cottages and modest residences for families date back to the 1920s. Within the neighborhood are many small churches to which residents walk on Sundays. Playgrounds, parks, and a community center characterize its tree-shaded streets, and its proximity to the downtown area means jobs for many of its residents.

Several years ago Winter Park officials "up-zoned" their neighborhood. Orlando architect RIchard Reep writes of the results: " Land values may rise on those parcels with new townhomes and midrise apartments, but immediately next door, the remaining adjacent little one-story cottages become particularly undesirable; the value of those homes becomes depressed. The owners' only hope is to sell off to a high-density developer. Step by step, high density becomes more and more inevitable as the only solution left."

"The market forces at work in Winter Park have played out elsewhere across the country, with old neighborhoods eroding. ... Cities are re-writing their development codes in favor of shiny new mid-rises and high-rises, ignoring existing residents who won't be missed 'till they are gone." http://www.newgeography.com/content/004356-florida-when-density-destructive

On the other hand, by keeping lower heights compatible with the historical area, we can continue to build a desirable business and living community. Many small towns in Florida, like Cocoa, belong to the Main Street program. Places from Bartow to Fernandina Beach have prospered by protecting their Main Street districts. Almost all of them limit building heights to less than 5 stories.

Consider Jacksonville, FL. It was the focus of a study by the Preservation Green Lab (www.preservationnation.org/greenlab), a department of the National Trust for Historic Preservation.

> They found that in Jacksonville's older "character rich" areas there are 27 percent more small business jobs, as well as significantly higher percentages of jobs in newly launched businesses and in creative industries. In areas where at least half of the buildings were constructed before 1920 15 percent of the jobs are in creative industries, compared to a citywide average of about 8 percent. They have 27 percent more women- and minority-owned businesses in high–Character Score (smaller, older) buildings) areas. ... 20 percent of the top-rated restaurants are in buildings of that vintage. In addition, they have more cultural activities, and more residents, particularly young adults.

The National Trust for Historic Preservation has done extensive studies of cities and towns. They conclude: "Grid squares with smaller lots and more human-scaled buildings generally scored higher on the performance measures (prosperity and livability) than squares characterized by larger lots and structures. These results support the concept of adding new infill projects of compatible size alongside older buildings." (my underline) They also recommend gradual changes: "successful districts evolve over time, adding and subtracting buildings incrementally, rather than comprehensively and all at once."

We in Cocoa need to be careful to protect our distinctive character as a historic, artisan, and affordable community. This is our particular attraction. It is our major engine for livability and small business opportunity and employment downtown. We can't allow it to be overwhelmed by high rise buildings. We should make sure that new construction is compatible in height and design with our existing older Florida style buildings. By keeping the present compatible 5 story height limit, new buildings will fit in and add to the strengths of our historic area.

Please urge your council member to vote against changing the zoning. Adequate growth can be well accommodated within the existing 5 story height limit.

Thank you.

For dates and times of upcoming meetings on this issue by the Cocoa City Council and the Community Development Agency (CRA) go to
http://cocoa.granicus.com/ViewPublisher.php?view_id=2

The City of Cocoa is also planning a public workshop on a proposed hotel on the site of the possible rezoning, to get feedback on the height. It is scheduled for October 3 at 6:00 p.m. at the Cocoa Civic Center downtown on Delannoy Ave.

City Council members contact information (see also https://www.cocoafl.org/85/City-Council for phone contact info):

cwhipple@cocoafl.org
bwarner@cocoafl.org
dboisvert@cocoafl.org
jblanco@cocoafl.org
hparrish@cocoafl.org

Cocoa CRA Amendment objective:

Objectives: ...to ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life in the *area in order to achieve the desires and interests of area residents and property owners.* (Italics mine.)

Micanopy FL guidelines: 1. Height. The height of any proposed alteration or constructionshould be compatible with the style and character of the landmarkand with surrounding structures in an historic district. Is the height visually compatible with adjacent buildings?

City of New Orleans HDLC - Guidelines for New Construction, Additions and Demolition

PRINCIPLES FOR NEW CONSTRUCTION

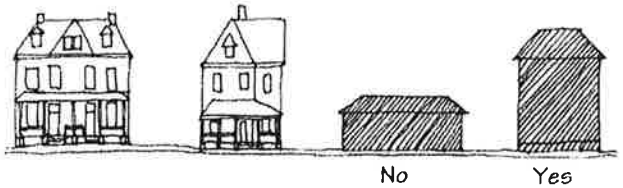
Scale: Height and Width

The proportions of a new building and its relationship to neighboring buildings establish its compatibility within a neighborhood or block. The height-width ratio is a relationship between the height and width of a street façade and should be similar in proportion to neighboring buildings. New construction should neither be visually overwhelming or underwhelming when compared to its neighbors.

Where 3- and 4-story buildings are the norm in the CBD and 1- to 2-stories are the norm in other parts of the City, buildings that digress from these standards by any great degree can negatively impact a neighborhood. If large-scale construction is considered, particular attention will be given to the location, siting, setbacks of the building and its upper stories, façade treatments (materials, window and door openings, etc.) and the effect of the proposed building on the streetscape and neighborhood as a whole.

It is Generally Appropriate to...

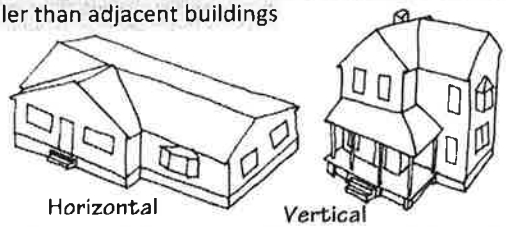
- Construct a new building that is similar in height and width to buildings on adjacent sites
- Construct a new larger building than adjacent buildings by breaking the building mass, dividing its height or width to conform with adjacent buildings
- Construct taller portions of the buildings away from the street



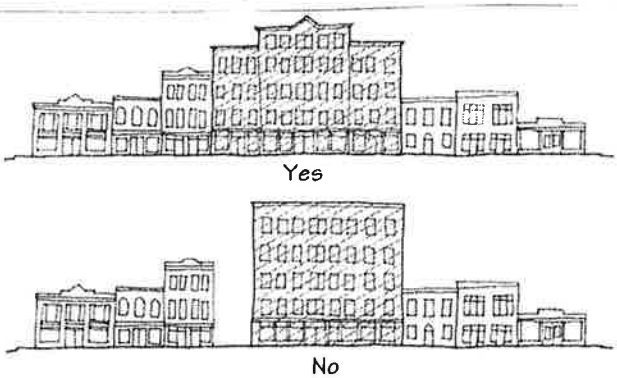
The height and width of new construction should be visually similar to neighboring properties.

It is Generally Inappropriate to...

- Construct a new building that appears significantly larger, wider, taller, shorter or bulkier than surrounding buildings
- Construct a new building that does not maintain or suggest the widths and/or heights of adjacent buildings
- Construct a new building that is more than 2 stories taller than adjacent buildings



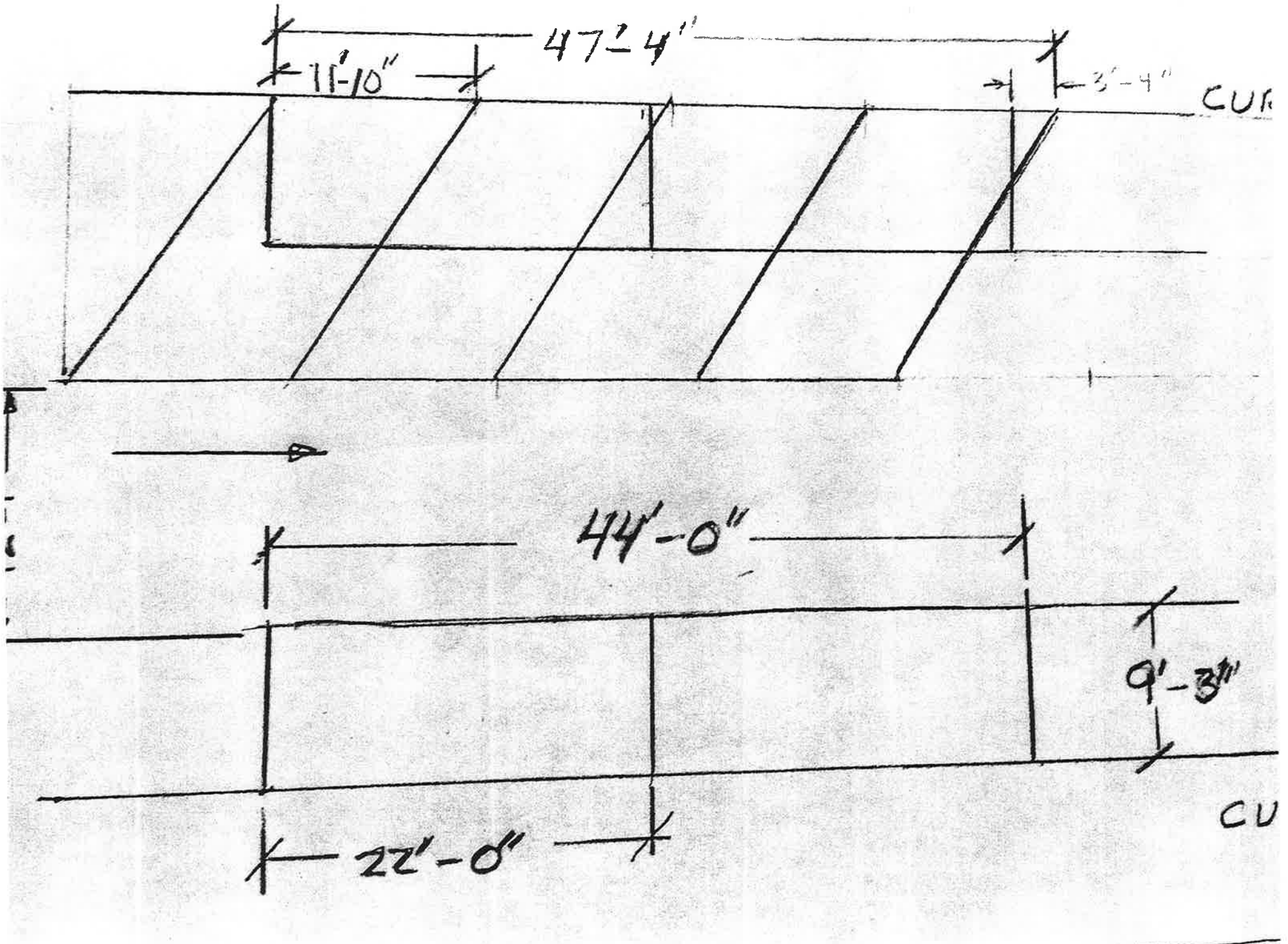
Although both of the proposed houses have intersecting gable roofs, the massing and proportions of the house to the left are significantly more horizontal when compared to the more traditional house at the right.



The central building in each case is 5-stories tall. In the top example, it abuts adjoining walls and steps up in the center. The new 5-story building in the lower example is a single volume and appears more massive.

It is Generally Inappropriate to...

- Construct a new building whose form and massing are not found in the immediate vicinity of the project site


47'-4"
11'-10"
3'-4"
CUR
44'-0"
9'-3"
22'-0"
CU

Legislation Details (With Text)

File #:	18-516	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/11/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Ordinance No. 10-2018/2nd & Final Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 10-2018 CRA Plan Update FT Legal Ad Brevard BOCC Letter P&Z Report Cocoa CRA Plan Update 2018 (FINAL 10-2-18)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2018
Agenda Date: October 24, 2018
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Ordinance 10-2018: Second and Final Reading of an Ordinance approving the Cocoa Community Redevelopment Agency Plan Update.

BACKGROUND:

The Cocoa City Council adopted Ordinance No. 10-81 in 1981 creating the Cocoa Redevelopment Agency. The Cocoa Redevelopment Plan prepared by Glatting, Sellen, Lopez, Anglin was approved in 1982 through adoption of Ordinance No. 28-82. The Plan was updated by Design West Studios in 1997 and adopted by the Cocoa City Council via Ordinance No. 27-97. Glatting, Jackson prepared the Cocoa Waterfront Master Plan in 2008. The Five-Year Cocoa Waterfront Master Plan Update was completed in 2018 and approved at the June Cocoa CRA meeting.

The Cocoa CRA has accomplished several goals and objectives in the past 37 years, including Riverfront Park, the dredged basin, renovated boat launch platforms, the purchase of land for redevelopment, the US 1 and Florida Avenue Streetscape Projects, and the Riverfront Pedestrian Connector. While progress has been made over the years regarding the CRA's core mission of combatting and eliminating slum and blight by implementing redevelopment activities, many more redevelopment opportunities have been identified that need the CRA's attention, particularly following

the destruction of public infrastructure and assets in the riverfront area due to Hurricane Irma.

The Plan was amended twenty-one years ago. Consistent with Comp Plan policy 1.1.4.9 the city shall review and update as necessary the redevelopment area plans. Given the extensive level of new, exciting projects identified in the recent 2018 Cocoa Waterfront Master Plan Update, it is necessary to review, update and amend the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges, future projects and opportunities to implement the Agency Mission and the 2018 Waterfront Master Plan Update. Additionally, since the last plan update, the City acquired Lee Wenner Park and entered into an Interlocal Agreement on July 25, 2017, which recognized that the Park was located within the redevelopment area of the Cocoa CRA and would be subject to the strategic vision for the Cocoa waterfront, as envisioned by the Master Plan.

Need for Modification of the Plan

As stated above, it is necessary to update the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges and opportunities. In accordance with F.S. §163, Chapter III, staff has prepared the attached 2018 Cocoa CRA Redevelopment Plan Update Draft for the LPA, CRA, and City Council's consideration.

It is necessary that the contents of the redevelopment plan reflect the objectives of the CRA. Florida Statutes governing the powers of community redevelopment agencies provide that expenditures and projects of such agencies shall be made "in accordance with the community redevelopment plan" and, further, that general government operating expenses unrelated to the planning and carrying out of a community redevelopment plan may not be paid for or financed by tax increment revenues. Therefore, the Cocoa CRA Redevelopment Plan must be updated to reflect the projects that are anticipated in accordance with the 2018 Waterfront Master Plan and to generally update those projects listed in the Redevelopment Plan that may no longer be desired after 21 years has elapsed since the previous update.

Section 163.360, Florida Statutes, provides that a redevelopment plan shall:

(a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.
(b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
(c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.

In addition, the community redevelopment plan may provide for the development and implementation of community policing innovations. Section 163.360(3).

Also, redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the CRA and update to projects and reprioritization of projects. The Plan, as warranted and consistent with statutory

authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The 2018 Cocoa CRA Redevelopment Plan Update is a culmination of the 1997 Cocoa Redevelopment Plan, the 2008 Cocoa Waterfront Master Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update, as well as the recommendations in the 2017 Cocoa CRA Parking Study Update. The Plan contains the following four (4) sections:

I. Background and History of the Cocoa Redevelopment Agency
II. Existing Conditions Analysis
III. Community Goals, Objectives, and Policy
IV. The Long-Range Master Plan

Staff eliminated Part V (The Implementation Work Program) of the original Plan and incorporated implementation strategies in Section IV (Long-Range Master Plan).

Part I was updated to reflect 2018 changes to F.S. §163, Chapter III and to show current conditions with maps.

The following revisions were made to **Part II**. Updated text to the Land Use section for consistency with the 2010 City of Cocoa Comprehensive Plan, a summary of the 2017 Parking Study Update, demographics, socio-economic data, and maps that illustrate current conditions and the inclusion of overlay districts. New CRA districts were established in the 2008 Cocoa CRA Waterfront Master Plan:

- Cocoa Village
- Heart of Cocoa
- King Street and Willard Street Corridor
- Uptown District
- South of the Village
- US 1 Corridor
- Waterfront

Part III includes an updated Community Workshops Overview, which lists all meetings and workshops held in the development of both the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update. Redevelopment Goals and Objectives have been updated by retaining the relevant goals and objectives from the original Plan and incorporating goals and objectives from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update.

Part IV retains the relevant projects from the original Plan and includes projects from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update, an updated Capital Improvements Plan, Cost Projections, and Sources of Funding.

Plan Consistency with the Comprehensive Plan

Goals, objectives, policies, strategies, and projects were established based on community input and consensus to implement substantial improvements in the CRA, the following. The goals and

objectives provide the framework and general guidelines needed to direct decision making that will enable rational development activities that are consistent with the primary intentions of the community.

Staff evaluated substantive changes to the goals, objectives, policies, strategies and projects of the CRA Plan to ensure consistency with the City of Cocoa's Comprehensive Plan. Staff also presented the draft Plan to the Planning and Zoning Board (P&Z) on September 10, 2018 to ensure consistency with the City's Comprehensive Plan. Based on P&Z Board discussion, staff revised the section on Flood Zones on page 29 of the Plan and added a FEMA Flood Zone Map and CRA Storm Surge Map. By unanimous approval (Motion by Jack Moore, seconded by Sherry Ervin) the P&Z Board made a recommendation to the City Council that the draft of the updated Cocoa Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law and for the LPA to adopt the recommendations and the analysis of the staff report.

The Cocoa CRA held a Special Meeting, which was legally advertised on September 7, 2018, in the Florida Today newspaper, on September 18, 2018, to review and consider the amended and modified Cocoa CRA Redevelopment Plan. The Cocoa CRA Board unanimously approved the Redevelopment Plan update and recommended City Council adopt the amended and modified Cocoa CRA Redevelopment Plan.

The Brevard County Board of County Commission Chairperson and County Manager was notified via email on Friday, September 21, 2018 and via Certified Mail. Additionally, the Public Hearings for City Council consideration of the Cocoa CRA Redevelopment Plan update was legally advertised in the Florida Today newspaper on September 25, 2018. Both the letter to the Brevard County BOCC and legal advertisement proof is attached to this agenda item, of which staff has a copy of the legal advertisement from the Florida Today.

Brevard County BOCC County Manager informed the City Manager the Cocoa CRA Redevelopment Plan update has been placed on the Consent Agenda for the October 23, 2018, Meeting of the Brevard County BOCC.

STRATEGIC PLAN CONNECTION:

This CRA Plan identifies several areas of the Strategic Plan including improving the image of the city, sustaining the City's long range goals and improving the economic development of the CRA and the City.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

First Reading of Ordinance Approved at 10/10/18 Council Meeting (18-494).

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RECOMMENDED MOTION:

Ordinance 10-2018: Second and Final Reading of an Ordinance approving the Cocoa Community Redevelopment Agency Plan Update.

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ORDINANCE NO. 10-2018

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

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, this Ordinance is adopted in accordance with the provisions of the Community Redevelopment Act of 1969; and

WHEREAS, the City Council established the Cocoa Community Redevelopment Agency ("Agency") in 1982, and the Agency has served a vital role in mitigating against slum and blight in the Agency's redevelopment area by pursuing and implementing various important redevelopment activities within the Agency's redevelopment area; and

WHEREAS, the Agency has recommended that that the City Council adopt an updated redevelopment plan; and

WHEREAS, the City's Land Planning Agency has reviewed the proposed updated redevelopment plan and has found that pursuant to Section 163.360(4), Florida Statutes, the proposed updated redevelopment plan is consistent and in conformity with the City's Comprehensive Plan; and

WHEREAS, the Agency's redevelopment plan was last amended in March 1997, and the City Council hereby finds that it is necessary and desirable to update the plan due to changed circumstances within the Agency's redevelopment area; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Updated Redevelopment Plan Approved. The amended and restated

Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by City Staff and dated October 2018 is hereby adopted, and is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference.

Section 3. **Code Amendment.** The City of Cocoa Code of Ordinances, Sections 8-21 and 8-22 (a) of the City Code are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 8-21. - Redevelopment plan approved.

The city council approved community redevelopment plan for the Cocoa Redevelopment Agency is the amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by City Staff ~~Design Studios West~~ and dated October 2018 ~~March, 1997~~. A copy the updated redevelopment plan referenced herein shall be maintained on file at City Hall.

Sec. 8-22. - Redevelopment trust fund.

(a) There is hereby established and created, in accordance with the provisions of Florida Statutes, section 163.387, a redevelopment trust fund for the city redevelopment area, hereafter referred to as the "fund," which fund shall be utilized and expended for the purposes of and in accordance with the redevelopment plan adopted pursuant to Section 8-21 of the City Code. ~~Cocoa Redevelopment Plan approved by the city council on July 27, 1982, as embodied in the amended and restated community development plan, Cocoa redevelopment agency, prepared by Design Studios West and dated March, 1997~~.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance, the City Code and updated redevelopment plan may be freely made.

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; Updated Redevelopment Plan in Full Force and Effect. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and upon said effective date, the updated redevelopment plan adopted hereunder shall be deemed in full force and effect for the Agency's redevelopment area, and the City and Agency shall hereinafter carry out such updated redevelopment plan in accordance with its terms.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of October, 2018.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: October 10, 2018
Legal Ad Published: _____
Effective Date: October 24, 2018

CITY OF COCOA
NOTICE OF PUBLIC HEARINGS
FOR THE
COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA)
REDEVELOPMENT PLAN UPDATE 2018

Notice is hereby given that the City Council of the City of Cocoa will hold two public hearings at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider the following ordinance:

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

In accordance with the Community Redevelopment Act of 1969, the Ordinance, if approved, will adopt an updated Redevelopment Plan for the Cocoa Community Redevelopment Agency, and modify the City Code accordingly.

First Public Hearing: **Wednesday, October 10, 2018 at 6:00 p.m.**

Second Public Hearing: **Wednesday, October 24, 2018 at 6:00 p.m.**

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising. The proposed ordinance may be inspected by the public at the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922 between 8:30 a.m. and 5 p.m., Monday through Friday. Interested parties may appear at the public hearings and be heard regarding the ordinance.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing special accommodation to participate in this public hearing proceeding should contact the City Clerk's Office at 321-433-8484 no later than 48 hours prior to the proceeding for assistance. Interested parties are also hereby advised that they may appear at said meeting and be heard with respect to the ordinance. Written comments from the public with regard to the ordinance will also be accepted.

For more information related to the proposed ordinance and the updated Cocoa Community Redevelopment Plan, please contact Ms. Charlene Neuterman, Redevelopment Program Manager at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 19th day of September 2018.

Carie Shealy, MMC, City Clerk

FT-0000607097

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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FT-0000607097.INDD

City Manager's Office
65 Stone St. - Cocoa, FL 32922
Phone: (321) 433-8737 Email: jtitkanich@cocoafl.org

September 21, 2018

The Honorable Rita Pritchett, Chairperson
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

RE: Cocoa Community Redevelopment Agency Community Redevelopment Plan (Enclosed)

Dear Chairperson Pritchett:

The Cocoa City Council adopted Ordinance No. 10-81 on April 14, 1981, which created the Cocoa Redevelopment Agency. The current Cocoa CRA Community Redevelopment Plan was adopted on June 24, 1997, by Ordinance No. 27-97.

While several goals, objectives and projects of the 1997 Cocoa CRA Community Redevelopment Plan have been addressed and accomplished since its adoption. In 2008 the Cocoa CRA approved the Cocoa Waterfront Master Plan, and in 2018 following the devastation of Hurricane Irma to the waterfront facilities, infrastructure and amenities a community based planning initiative was undertaken to update the redevelopment of the waterfront, including Lee Wenner Park. It was determined by the Cocoa CRA Board that the current redevelopment plan needed to be modified to reflect current conditions, identify new challenges and opportunities, incorporate waterfront restoration improvements and redevelopment projects, and extending the time certain (life) of the plan from 2027 to 2041 to undertake the community redevelopment projects and activities.

The Cocoa Community Redevelopment Agency Board unanimously approved the adoption of the Community Redevelopment Plan update on September 18, 2018, following the City of Cocoa Planning and Zoning Board finding at its September 10, 2018 meeting the modified Community Redevelopment Plan to be in conformance with the City's Adopted 2010-2020 Comprehensive Plan. The Cocoa CRA authorized staff to present the modified Community Redevelopment Plan to the City Council for approval. The Cocoa CRA Community Redevelopment Plan's first public hearing before Cocoa City Council will be held on October 10, 2018, and the second public hearing to adopt the Cocoa CRA Community Redevelopment Plan will be held on October 24, 2018. Both public hearings will be held at a regularly scheduled City Council meeting at Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida and the meetings begin at 6 p.m.

I will make myself available to provide a presentation on the Cocoa CRA Community Redevelopment Plan at either the October 9th or 23rd Regular Meeting of the Board of County Commissioners.

Should you have any questions, please do not hesitate to contact me at (321) 433-8737.

Regards,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager





www.ChooseCocoa.org



Cocoa Community Redevelopment Agency

Redevelopment

Plan Update

October 2018

Acknowledgements

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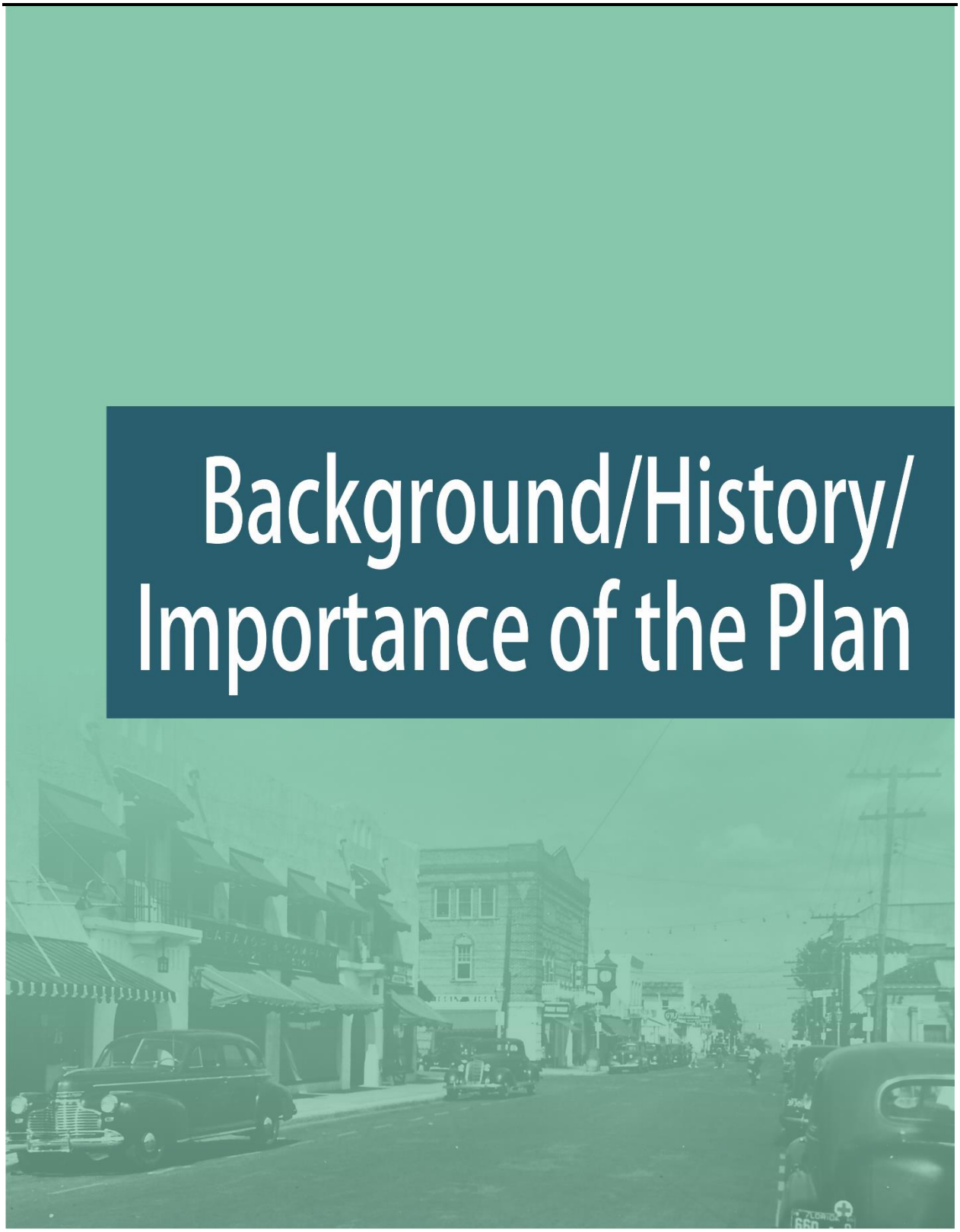
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PART I



Introduction to the Cocoa CRA Plan

This document represents the 2018 update of the Cocoa Community Redevelopment Agency's Redevelopment Plan. The Plan was originally completed and adopted in 1981 and updated in 1997. The Cocoa Community Redevelopment Agency (hereinafter referred to as the "Agency," "CRA Agency" or "CRA") was created in 1980 to guide the City in its redevelopment efforts of the City's downtown and surrounding area. The primary purpose of the Agency is to revitalize the physical and economic environment of the Community Redevelopment Area by promoting and implementing redevelopment activities that mitigate against slum and blight within the redevelopment area. The creation of the Agency allowed the Agency to utilize a financing mechanism known as Tax Increment Financing authorized by Florida Statutes upon the adoption a Redevelopment Plan to guide the sound use of these funds for redevelopment activities within the redevelopment area. The Agency's redevelopment plan, as amended over the years, has guided the expenditure of the tax increment financing monies in the redevelopment area since 1981.

By 1996, the original CRA Redevelopment Plan no longer reflected existing conditions. Plan modifications were needed for the Agency to undertake new projects due to the changing conditions within the redevelopment area and City, and the Agency's desire to undertake a variety of new programs not anticipated at the time of the original redevelopment plan was adopted. This 2018 update to the Redevelopment Plan provides the framework for programming a new series of redevelopment activities within the CRA. Since it is not possible or practical for the Community Redevelopment Agency to fund and implement all redevelopment projects in the redevelopment area, the plan sets forth a series of goals, policies and objectives, implementation steps and specific proposed projects intended to leverage or stimulate the type of public interest and private investment necessary to achieve revitalization and removal of slum and blight within the redevelopment area.

Redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the community redevelopment area and update to projects and reprioritization of projects. The plan, as warranted and consistent with statutory authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs, and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The extended time period is required, in part, because the Agency funds the implementation of the Redevelopment Plan using tax increment financing, which is dependent on increasing property values within the redevelopment area. The Great Recession and Hurricane Irma negatively impacted the redevelopment area. Since the Great Recession and Hurricane Irma, there has been a renewed interest in developing key vacant parcels within the redevelopment area by the private sector and such projects are now more viable. Additionally, the destruction caused by Hurricane Irma to public infrastructure has made it necessary to for the City and the Agency to redevelop public properties and infrastructure. The CRA believes extending the timeframe will allow the City to capitalize on the potential future increase in TIF money for purposes of supporting the public infrastructure needs of the redevelopment area and the renewed interest in redeveloping various private properties within the redevelopment area.

History of the Cocoa CRA

The City of Cocoa is a coastal community located on the western shore of the Indian River in Brevard County. The City is bordered by the City of Rockledge to the south, the Indian River on the east and unincorporated Brevard County on the north and west. Cocoa was settled in the 1860s and was known as Scrub City, Magnolia Point. Initially platted as Indian River City in 1882, Cocoa started as an agricultural area with over 20,000 citrus trees. Farmers in the area commonly produced oranges, lemons, pineapples, bananas and cane syrup. The introduction of the steamship transformed logistics and attracted related businesses such as ice plants, packing houses, and canneries. Cocoa expanded as an agricultural production hub and incorporated as a city in 1895. Henry Flagler's Florida East Coast Railway, which arrived in Cocoa in 1896, quickly replaced the steamboat as the primary mode of transport in the region. Cocoa's prosperity was evidenced by the diversity of stores, nice houses, wide sidewalks and a number of schools in the downtown core by 1905. An African-American community was formed on the west side of Florida Avenue and the railroad (known as The Heart of Cocoa) because of the area's proximity to citrus fields. Several black-owned businesses and two churches were established, serving the Heart of Cocoa residents.

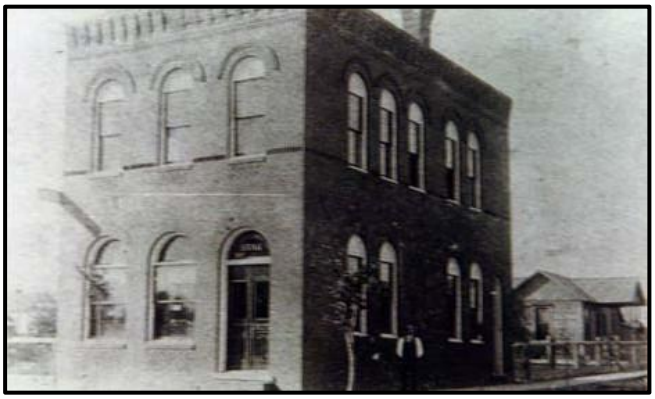




Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters of the Florida Citrus Exchange – a prominent cooperative for the packing, shipping and marketing of local citrus. Packing houses and associated businesses lined the Indian River riverfront, and by the 1920s, Cocoa had the fifth largest number of packing houses in the state. It also had a large Orange Festival, which consisted of three days of activities, races on Cocoa Beach, and a ball at the New Indian River Hotel.

Despite the utility of the Indian River to the citrus industry, it was also a barrier to reaching Merritt Island and the Atlantic. Private boats and yacht service were the only ways to cross the river. By 1917, a 5,840 foot-long bridge spanned the River with a draw bridge that would still allow for boating activities. Once linked to Merritt Island, Cocoa residents were eager to build a road all the way to the beach, which was completed in 1923.

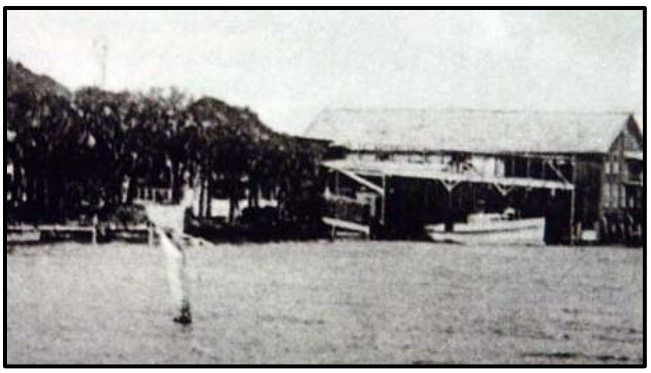
The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of town were Brevard and Delannoy Avenues, Willard and Magnolia (now Stone) Streets, and King Street which provided direct access to the city's dock. Most of the growth was concentrated naturally because of access to the railroad and wharves; residential development occurred along the fringes of the commercial core.





In addition to the development of downtown, Cocoa became a real estate center – developing drained lands further west. Located between the St. Johns River and the railroad, the Cocoa Drainage District was created in the 1920s. The draining of these lands was possible through better technology and greater real estate pressures, but it was also enabled by the growing accessibility of owning a car. In Brevard County in 1920, there were only 749 registered cars; by 1927 there were about 6,000. This began to change the landscape in seemingly small ways at first, such as the cropping up of tourist "auto camps" and filling stations downtown.





By 1940, the population of Cocoa was 3,014 people. King Street was extended west from US 1, and Fiske Boulevard extended from Poinsett Drive (Rosa L. Jones Boulevard). More prevalent car ownership and development of areas north of the city led to Cocoa residents living outside of the downtown core and returning for work, shopping, and recreation.



In the 1950's, everything changed for Cocoa and Brevard County with the coming of the Space Program. This massive development of technology on Cape Canaveral brought thousands of skilled jobs to the area. Facilities and infrastructure were built quickly in order to meet the housing demand, without a great deal of planning. While economically, the Space program was a great boon for the county at first, the influx of so many people in a short period of time also disturbed the tight communities that had grown organically over the previous decades. Cocoa grew from 3,538 people in 1950 to 12,294 in 1960. Roads were widened to facilitate movement to and from Cape Canaveral. The car began to dominate land use planning and development and traditional industries like citrus and downtown populations declined.

The 1970's saw the reduction of funding for the Space program. A significant number of jobs were eliminated, negatively impacting the regional and local economy. The City of Cocoa was faced with high unemployment and crime by the 1980's. In response, the County sought to diversify its economy and reinvigorate its tourism market.

With the close of the Cold War and later with the end of the Space Shuttle program, the effect on Cocoa and Brevard was acute: funding for the space program decreased, jobs at Kennedy Space Center were cut, and the area was left with a landscape that was hastily constructed and designed for getting people to the coast as fast as possible.

Despite this, the City of Cocoa in some instances and especially as it relates to its downtown, fared better than others in the County. Cocoa's downtown, known as Cocoa Village, benefits from the preservation of its historic core and a relatively healthy downtown. While a handful of the these streets are doing well commercially, and the waterfront has experienced several condominium developments, the historic connection of the village to the Indian River is lacking, and many people's view of Cocoa Village is seen at 50 mph on their way to Merritt Island and Cocoa Beach.

The Great Recession set back the City and the Cocoa CRA with a significant drop in property values and a dysfunctional real estate market, non-conducive for redevelopment. Projects planned and approved were mothballed, and by the time the City began to experience the recovery around 2014, later than

surrounding jurisdictions in the County, most projects were abandoned. As redevelopment and interest in Cocoa Village was increasing, Hurricane Irma presented another challenge in September 2017, as the entire waterfront infrastructure was decimated and several streets experienced flooding. However, with these challenges the Cocoa CRA has opportunity to validate and refine its vision for the waterfront, the historic business district, and the surrounding neighborhoods.

The Cocoa riverfront within the downtown area has always been a special place in Cocoa's long history for economic and recreational reasons. In recognition of the importance of the Cocoa riverfront, on August 12, 2014, City Council adopted Ordinance No. 18-2014 for purposes of holding a referendum on whether to amend the City Charter to declare the Cocoa Riverfront Park a special scenic and recreational landmark of the City of Cocoa and to impose requirements on the City Council to safeguard the scenic vistas and recreational amenities of the Park for the benefit of the public. Cocoa voters approved the referendum during the November 2014 General Election. The CRA must honor this City Charter provision.

The park consists of multiple land conveyances that were conveyed to the City over a period of decades. They include: (1) an upland portion consisting of the Taylor Park area; (2) the upland portion generally consisting of the band shell and grass area; (3) the upland portion consisting of the Porcher House and Civic Center; and (4) a submerged portion of the Indian River generally consisting of the riverbed including the boardwalk area. Historically, since the City acquired title to the several properties constituting the park, the park has been dedicated to public use and enjoyment, as evidenced by the deed and dedication restrictions imposed on the properties at the time they were conveyed to the City.

1. Taylor Park. Taylor Park was conveyed to the City by Albert & Grace Taylor by deed, dated December 2, 1920. The deed states that the property shall be used solely and only as a public park and that none of the lands shall be used for commercial purposes. Further, the property shall forever be known and marked as "Taylor Park."

2. Band Shell and Grass Area. This area generally consists of Lot 11 and River Edge Boulevard of the Cocoa River Development. The property previously consisted of sovereign submerged lands that were filled and claimed as uplands by the State. The property was then conveyed to the City in trust by the Trustees of the Internal Improvement Fund of the State of Florida in 1956 along with other lands along the river that were filled. The deed states that Lot 11 shall be used for "public purposes only" and River Edge Boulevard shall be used for "road purposes."

3. Porcher House and Civic Center Area. As stated in City Ordinance No. 1404, the City acquired this property from the Estate of E.P. Porcher on May 7, 1956, and the City dedicated the property for certain purposes. The ordinance stated that this property, along with the adjacent property (aka Taylor Park), was acquired because they were "ideally adaptable to the creation thereon of a public park and grounds that will meet the needs of the City and its citizens, residents and inhabitants for such, not only for the present but for years to come." The ordinance was recorded in the Official Public Records of Brevard County and stated that the property was "hereby dedicated as a public park to be known and hereby named as Porcher Park ... for municipal purposes including the erection of a band shell, shuffle board courts, bowling greens, a library building, community center building, and a city hall thereon so long as the grounds shall be open to the public for park purposes." Further, "that neither the land and property shall ever be sold or conveyed by the City of Cocoa, except and unless

the sale or conveyance thereof shall first be approved by a majority of the votes cast in an election by the qualified electors of the City of Cocoa."

4. Submerged Portion of Indian River. This property was acquired by the City from the Trustees of the Internal Improvement Fund of the State of Florida in 1965 and 1975 and dedicated for "municipal park and recreational purposes only, under the supervision and management of the City of Cocoa." Such purposes expressly include, but are not limited to, a marina complex, concessions and associated facilities operated by the City of Cocoa or leased and under the strict regulation and control of the City of Cocoa." If the City neglects to maintain and use the property for these purposes, the State has the right to terminate the dedication.

5. Boardwalk Area. Prior to Hurricane Irma, the Boardwalk traversed uplands and the submerged portion dedicated to the City. Much of the boardwalk was destroyed by Hurricane Irma. The boardwalk must be rebuilt and plans are being developed to rebuild the boardwalk in a better condition than originally planned and constructed. Because the City received State FRDP grant funds to build a portion of the original Boardwalk (wood pavilion, deck and slips along Harrison Street), the portion funded by the State grant is restricted by a covenant, dated September 4, 1998, that provides that the project "shall be managed as a public outdoor recreation area for a minimum period of twenty-five years from the completion date" of the Project. The Project is required to be "open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use." Rebuilding boardwalk is a major proposed redevelopment activity in this updated redevelopment plan.

6. Lee Wenner Park. The City and Brevard County approved an Interlocal Agreement on November 14, 2017, conveying Brevard County's portion of the park to the City as the Cocoa CRA approved Waterfront Master Plan contemplated public capital improvement to improving the waterfront by the Cocoa CRA and or City (Deed Recorded January 4, 2018). The redevelopment of Lee Wenner Park is a major proposed redevelopment activity in this updated redevelopment plan.

Authority to Undertake Community Redevelopment

This document is prepared under the direction of the Cocoa Community Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, F.S. 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment". For the purpose of this Cocoa CRA Redevelopment Plan, the following definition taken from the Florida Statutes shall apply:

"Community Redevelopment" or "Redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the

elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such plan."

The Cocoa CRA Findings of Necessity

Pursuant to Florida Statutes, a community redevelopment area must be a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly. On July 8, 1980, the City adopted a Resolution determining a Necessity for Redevelopment of Blighted Areas. On April 14, 1981, after preparing a Blight Study, the City adopted a Resolution establishing a redevelopment area based on certain findings of necessity pursuant to Section 163.355, Florida Statutes.

The findings of necessity states that the City of Cocoa shall not exercise the community redevelopment authority conferred by this part until after the City has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

The redevelopment boundaries were delineated as the area encompassing those properties that were found to qualify as slum and blighted.

Creation of the Community Redevelopment Agency

Upon a "Finding of Necessity" by the governing body and upon further finding that there is a need for a Community Redevelopment Agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as "Community Redevelopment Agency". The agency shall be constituted as a public instrumentality, and the exercise by the agency of the powers conferred by F.S. Chapter 163, Part III shall be deemed and held to be the performance of an essential public function.

The City of Cocoa Council established the Community Redevelopment Agency on April 14, 1981, with the adoption of Ordinance No. 10-81. The organizational structure of the agency was established at that time. Pursuant to resolution of the City Council dated December 10, 1985 and April 22, 1986 and Section

163.357, Florida Statutes, the original governing board structure changed composition. The current board consists of the five (5) council persons plus two (2) additional members who are appointed by the City Council.

The Cocoa CRA Redevelopment Plan

All public redevelopment activities expressly authored by the Community Redevelopment Act and funded by tax increment financing, must be in accordance with a redevelopment plan, which has been approved by the City Council. Like the City's Comprehensive Plan, the Cocoa CRA Redevelopment Plan is an evolving document, which must be evaluated and amended on a regular basis to accurately reflect changing conditions and community objectives. This updated Cocoa CRA Redevelopment Plan is intended establish action priorities of the plan based upon a new set of priorities. These priorities were established by necessity, in the case of the negative impacts of Hurricane Irma, and by a comprehensive public strategic planning process conducted by the CRA and the City at which a substantially amount of input and ideas were provided by City citizens, businesses, property owners and other stakeholders in the redevelopment area.

The Cocoa CRA Area Boundary

The Cocoa Redevelopment Agency was established for carrying out redevelopment activities for the area defined as the Redevelopment Area in the Resolution dated April 14, 1981, which area is described as:

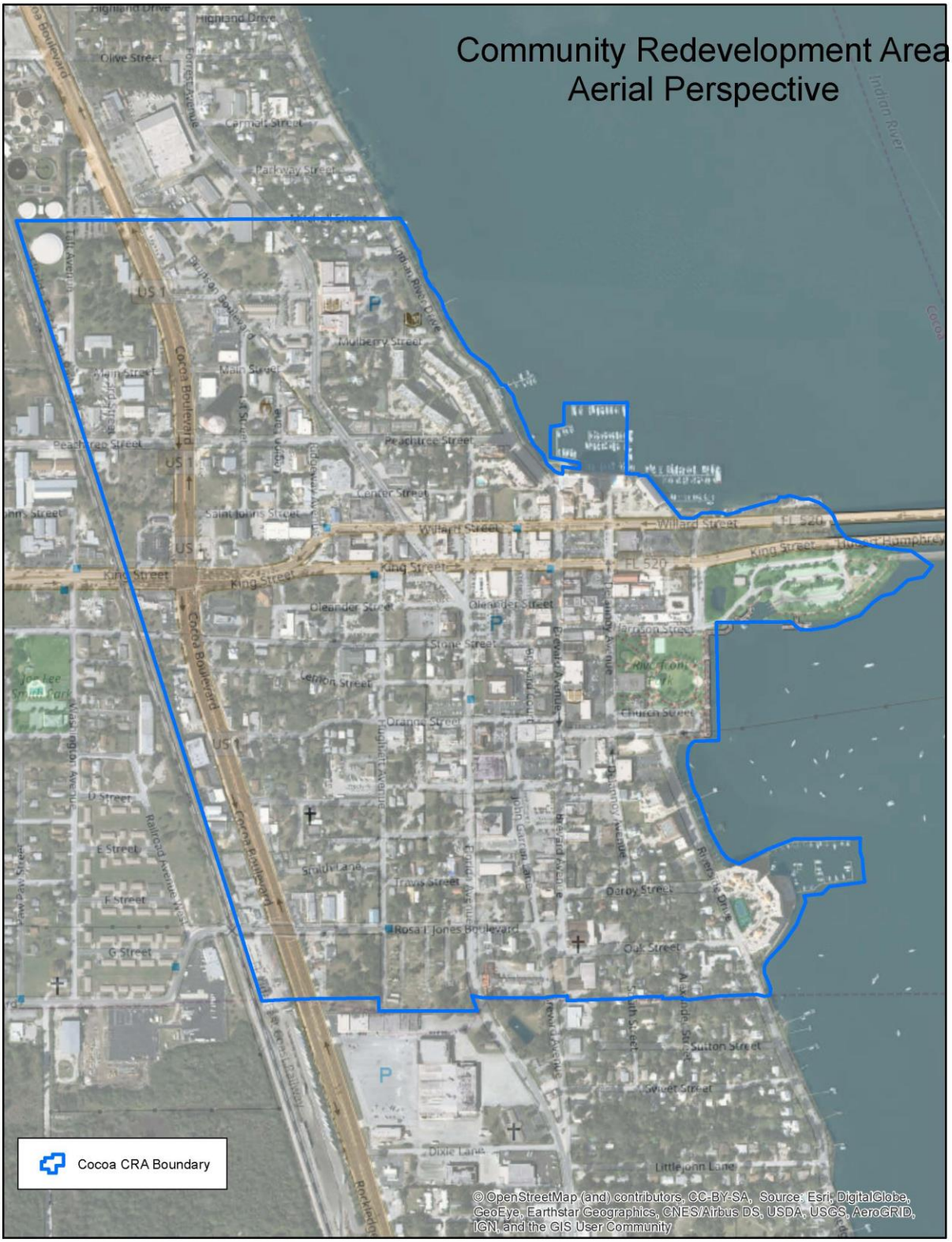
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

East: The center line of the channel of the Indian River between the South and North boundaries cited herein;

West: The eastern edge of the Florida East Coast right-of-way between the South and North boundaries cited herein;

North: A straight line extending along the northern edge of the right-of-way of Mitchell Street between the East and West boundaries cited herein.

Cocoa CRA Area Location Map



The Cocoa CRA Area Description

The redevelopment area in Cocoa comprises of 248 ± acres or .45 square miles. The redevelopment area is only 2% of the total area of the corporate city limits (8,960 acres or 14 square miles). The CRA area contains of mix of land uses and buildings. Within the area is an estimated residential population of 1,089, the City's population is estimated to be 19,286 (2018 BEBR), representing 6% of the total population of Cocoa.

Of the 769 housing units in the Cocoa CRA, 297 are owner occupied (38.6%), 306 are renter occupied (39.8%), and 166 are vacant (21.6%). (U.S. Census Bureau, Census 2010 Summary File 1, ESRI 2018 Forecast). The redevelopment area also serves as the City's historic downtown with a myriad of unique retail shops, restaurants, bed & breakfasts, and personal service establishments. Numerous historic buildings are also located in the downtown including the Historic Cocoa Village Playhouse and Porcher House. Additionally, important community institutional buildings are located in the downtown including Cocoa City Hall, U.S. Post Office, and the Florida Historical Society. And the downtown also benefits by having complementary recreational amenities such as the Cocoa Riverfront Park, Taylor Park and Lee Wenner Park.

The 1997 Community Redevelopment Plan generally divided the redevelopment area into five areas, whereas the 2008 Waterfront Master Plan evaluated the redevelopment area more granularly and it was determined that there are nine distinct and unique sub-districts. The sub-districts of the Cocoa CRA are: **Cocoa Village; Heart of Cocoa; South of the Village; South End; King Street and Willard Street Corridor; North of the Village; Uptown Neighborhood; US1 Regional Corridor and the Waterfront.**

- **Cocoa Village** is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Blvd and Derby Street on the south, and the Indian River on the east.

- **The Heart of Cocoa Neighborhood** (HCN) is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive).

- **King Street and Willard Street Corridor** is generally located north of the downtown village along SR 520 east to Forrest Avenue along the northern boundary of Peachtree Street to the Indian River**.**

- **Uptown Neighborhood** is generally located north of the Corridor to US1 along the northern boundary of the CRA along Mitchell Street to the Indian River.

- **North of the Village** is generally bound between St. Johns Street as the southerly boundary, US1 on the west, Ridgeway Avenue and Forrest Avenue along the easterly boundaries, to Carmalt Street.

- **South End** is located along the southern City limits just south of Rosa L. Jones Boulevard, east of

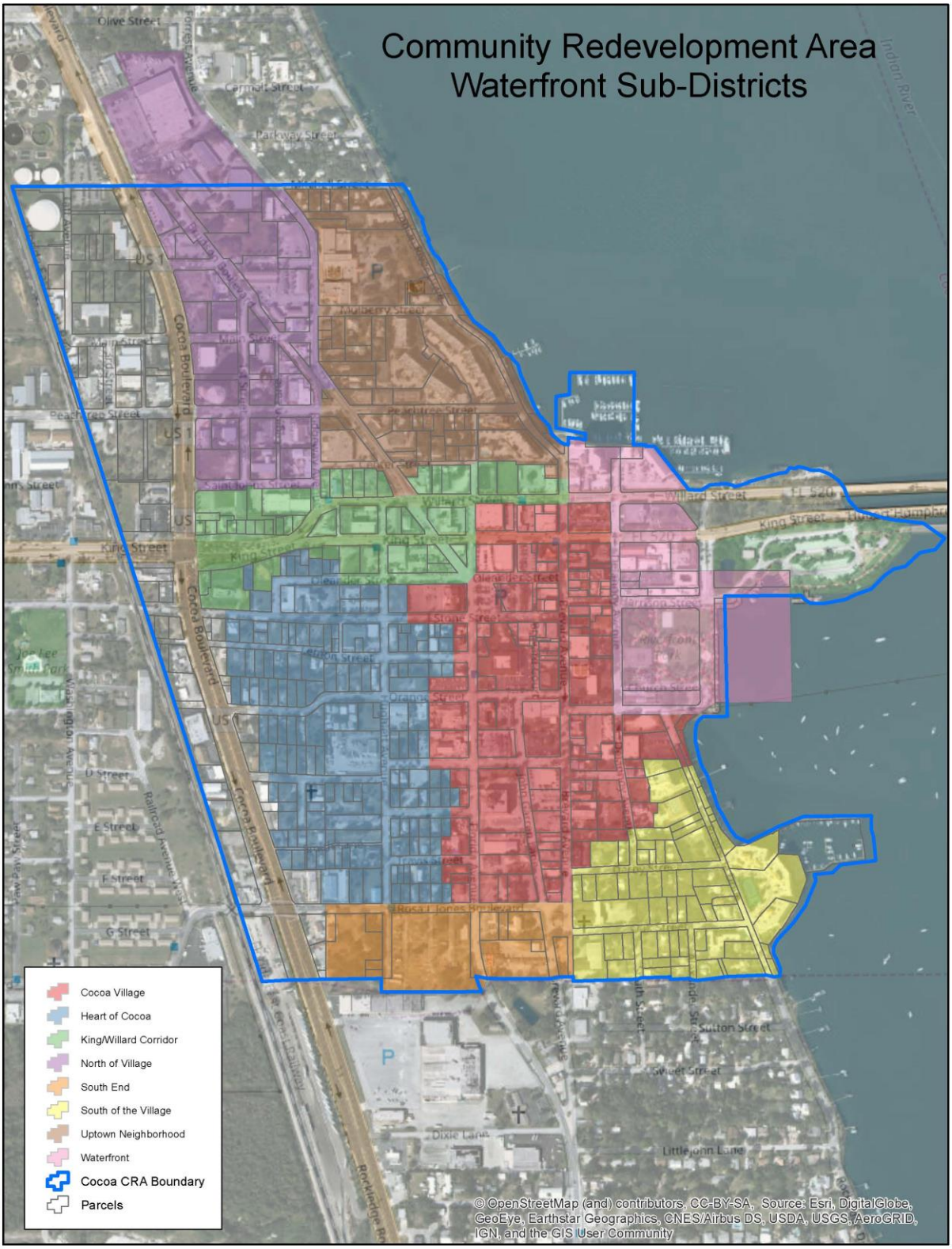
US1 to Brevard Avenue.

- **South of the Village** is located along the southern City limits with Brevard Avenue to the west, the Indian River to the east and Derby and Church streets to the north.

- **Waterfront** is part of the Central Business District and nestled along the Intracoastal Waterway on the east Indian River and Delannoy Avenue on the west, and Cocoa Village Marina to the north and Cocoa Riverfront Park and Church Street to the south.

- **US1 Corridor** runs through the western portion of the entire CRA located along US Highway 1 and extends to the Florida East Coast railroad to the west.

Cocoa CRA Sub-Districts Map



Powers of the Cocoa CRA

As Authorized by the Community Redevelopment Act, a wide variety of powers are available to the City of Cocoa to carry out redevelopment activities. Without intending to limit the powers of the CRA, the Cocoa Redevelopment Agency is vested with the following powers pursuant to Section 163.370, Florida Statutes:

(1) The CRA may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) The CRA shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
2. Demolition and removal of buildings and improvements.
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.
4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.
6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.
10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(e) Within the community redevelopment area:
1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.
3. To hold, improve, clear, or prepare for redevelopment any such property.
4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
6. To enter into any contracts necessary to effectuate the purposes of this part.
7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons

pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing

authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

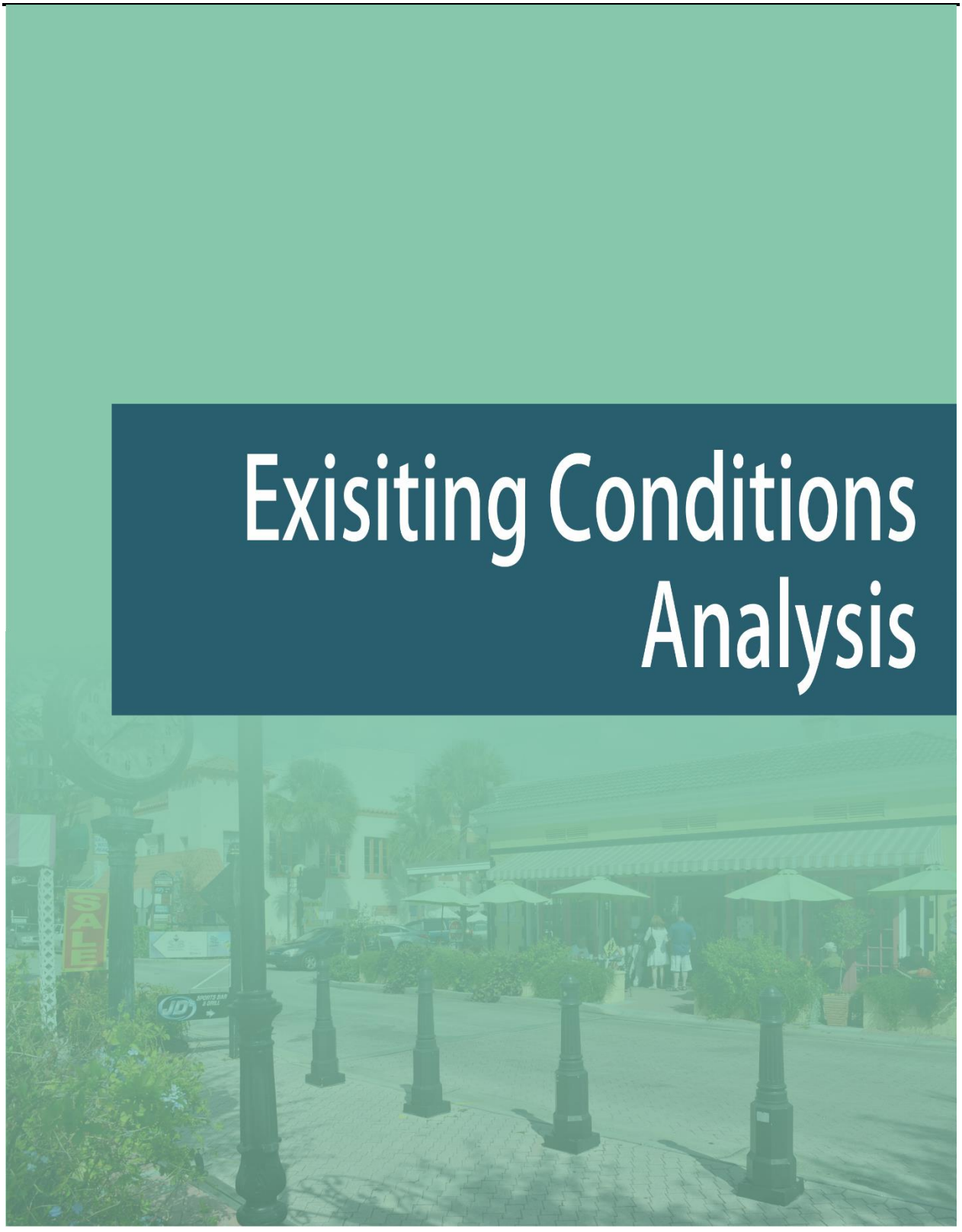
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

Pursuant to Section 8-23 (Powers of the council) of the City Code, the following powers shall continue to vest in the City Council:

(a) The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearings required with respect thereto.
(b) The power to grant final approval to community redevelopment plans and modifications thereof.
(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(4), Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370(4), Florida Statutes.

PART II



Land Use

Commercial

The land use patterns of the redevelopment area are a direct response to a long-term trend of commercial intrusions into traditional single-family neighborhood areas. In the beginning years of the city, commercial and industrial uses were concentrated in the downtown clustered around Brevard Avenue, Harrison Street, and Delannoy Avenue adjacent to the waterfront shipping area and packinghouse distribution rail heads. Over time, the railroads and highways were relocated west of US1. In doing so, these transportation routes cut through existing residential neighborhoods. These new roadways were rezoned to commercial and slowly over time, the residential character of the cityscape has been sliced into small neighborhoods surrounded by heavy commercial uses.

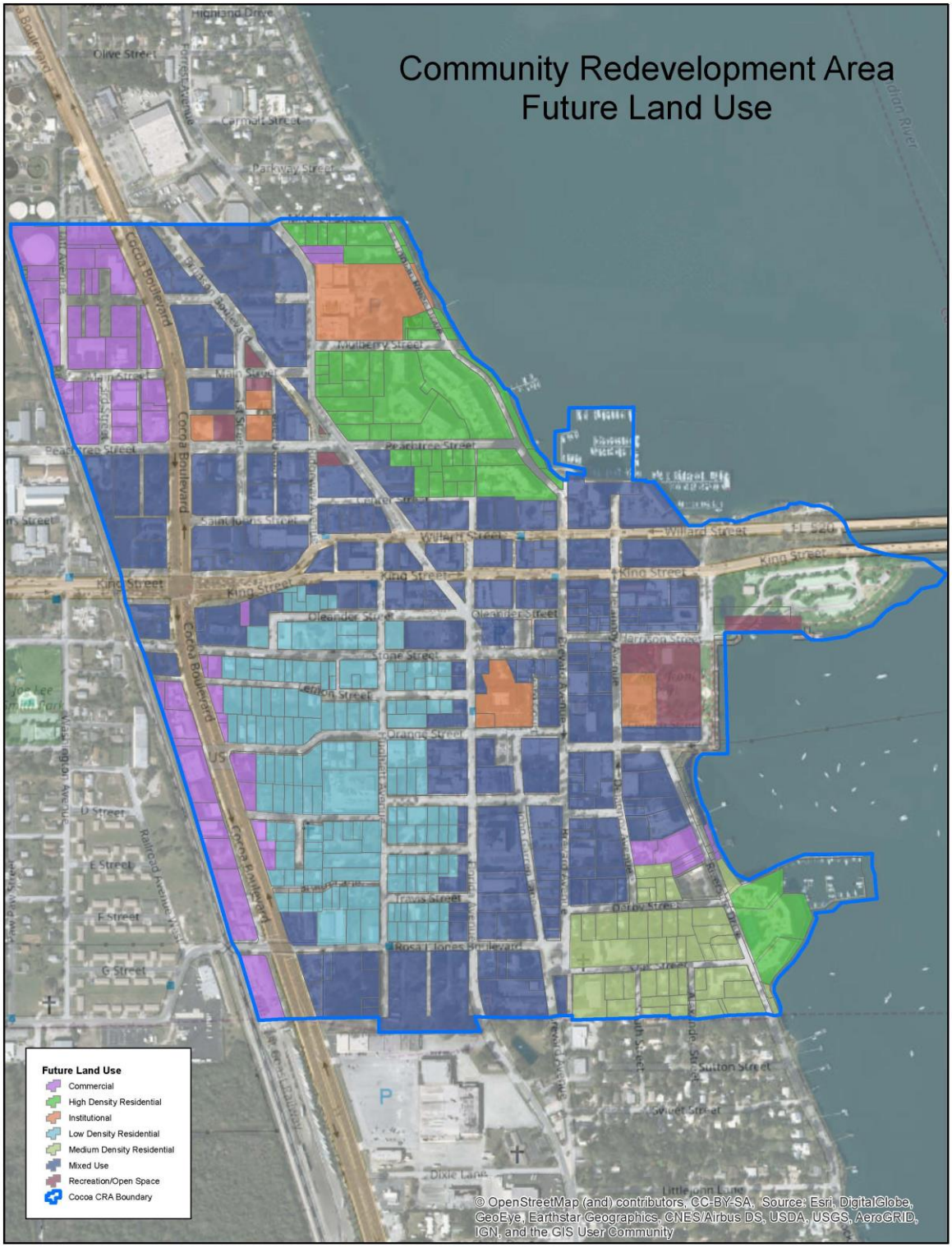
Residential

Residential uses are the second most dominant land use, with single family dwellings the most common type. Residential uses are located along the waterfront and between the water and east of Brevard Avenue, south of Church Street to Rosa L Jones Blvd; west of Florida Avenue and east of US1 from Rosa L Jones Blvd. to Stone Street; and east of US1 and west of the river north of Willard Street.

Civic – Cultural and Institutional

The remaining land uses include Cocoa City Hall, Cocoa's Civic Center, Heart of Cocoa Community Meeting Room, Florida Historical Society, churches, a fire station, water tower, electric substation, communications tower, marina, parks and waterfront esplanade.

Cocoa CRA Area
Future Land Use Map



Zoning

There are several applicable City zoning districts currently applicable to the properties located within the redevelopment area. These districts are subject to change by the City under the City's zoning powers.

C-W
The area between the railroad tracks and US 1 in the northwest is the C-W or "Wholesale Commercial District." This district is intended to apply to transportation facilities, warehousing, distribution, and wholesaling as well as other retail commercial uses.

RU-2-25
One of the two residential zones designated in the redevelopment area is the RU-2-25 district or "Multiple Family Dwelling District." The provisions of this district apply to high density residential developments which are adjacent to major commercial centers and major collector or arterial streets. This zone has resulted in the development of multi-storied residential projects on the water. There are two districts with this zoning type in the redevelopment area. The southern district contains single-family and multi-family residential uses. There are several condominium complexes and two low-rise apartment buildings. The district in the north does contain multi-story condominiums with a few single-family homes.

RU-2-10
The other residential zone designation is the RU-2-10 district. This "Low- Density Single-Family and Multi-Family Dwelling District" seeks to preserve the residential character of the area and foster mixed-use development in proximity to major collector or arterial streets. The Heart of Cocoa neighborhood was rezoned to this category in accordance with the provisions of the Federal Consent Decree.

C-C
The areas along Florida Avenue are zoned C-C to encourage multi-family, professional office, and retail commercial development. Some of this transformation is occurring. However, there are still some left over heavy commercial uses in the area that inhibit the evolution to a less intense commercial use.

C-G
There are a few parcels of land zoned C-G or "General Commercial." This zoning configuration is intended for major commercial centers serving the needs of the community and region.

C-P
The provisions of Commercial Parkway district are intended to apply to areas located adjacent to a main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.

Furthermore, certain properties within the CRA area are also subject to overlay zoning regulations including:

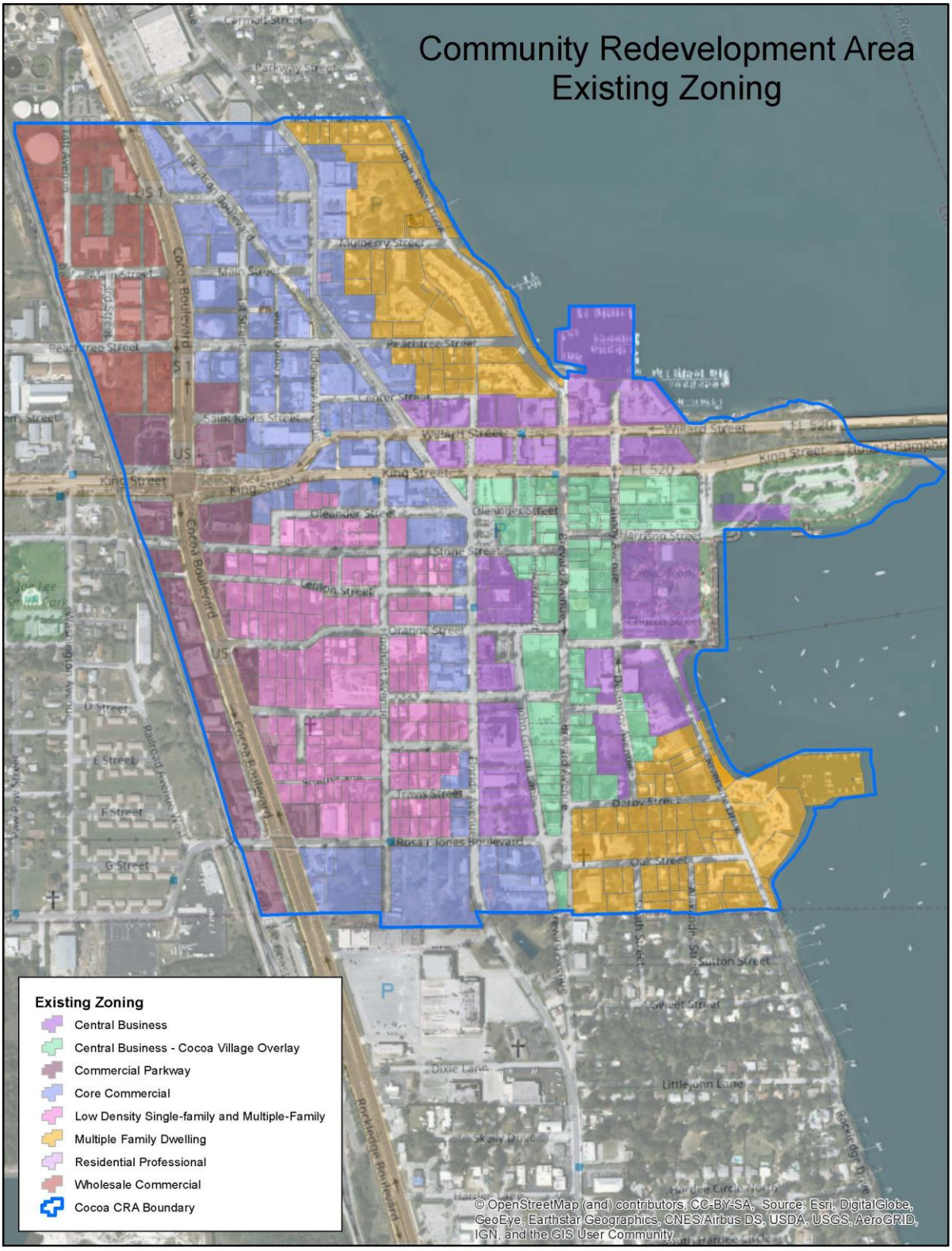
Central Business District (CBD)
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and

Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east.

Cocoa Waterfront Overlay District (CWOD)

The provisions of this overlay district are intended to assist in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area. Further, this zoning is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

Cocoa CRA Zoning Map



Natural Features

The natural features within the redevelopment area are few since the entire area has been virtually all developed or modified by man. A description of the four existing soil types in the area best describes the condition of any features in the area. The four soil types are: Urban Land, Canaveral/Urban Land Complex, Paola/Urban Land Complex, and Pomello/Urban Land Complex. Following are their descriptions:

SOILS

Ur – Urban Land – This soil consists of soils which are usually all covered with streets, buildings, parking lots, shopping centers, and other man-made facilities. Unoccupied soils are mixtures of other types of too small an area to map separately.

Cc – Canaveral/Urban Complex – A mixture of sand and shells dredged from the river bed, then leveled and smoothed by man. Most areas are artificially drained with a water table between depths of 40 to 60 inches. Soil is poorly suited to lawn uses and ornamental plants. Most soils are covered by man-made urban uses.

Ph – Paola/Urban Land Complex – This soil is composed of 70 percent Paola fine sand, 10 percent altered Paola fine sand, and 20 to 45 percent Urban Land soil. Open areas of this soil are mostly lawns, vacant lots, and playgrounds. The water table is usually below a depth of 10 feet. The soil is poorly suited to lawn grasses and ornamental plants.

Pu – Pomello/Urban Land Complex – This soil group is composed of 45 to 60 percent Pomello sand, 20 percent altered Pomello sand, and 20 to 45 percent Urban Land Complex. Other characteristics of this soil group are similar to Paola.

PHYSIOGRAPHY

Indian River

The most prominent natural feature of the area is the Indian River, situated between the mainland and Merritt Island. Although commercial traffic on the river is scarce, the water body does provide varied recreational boating opportunities and scenic beauty.

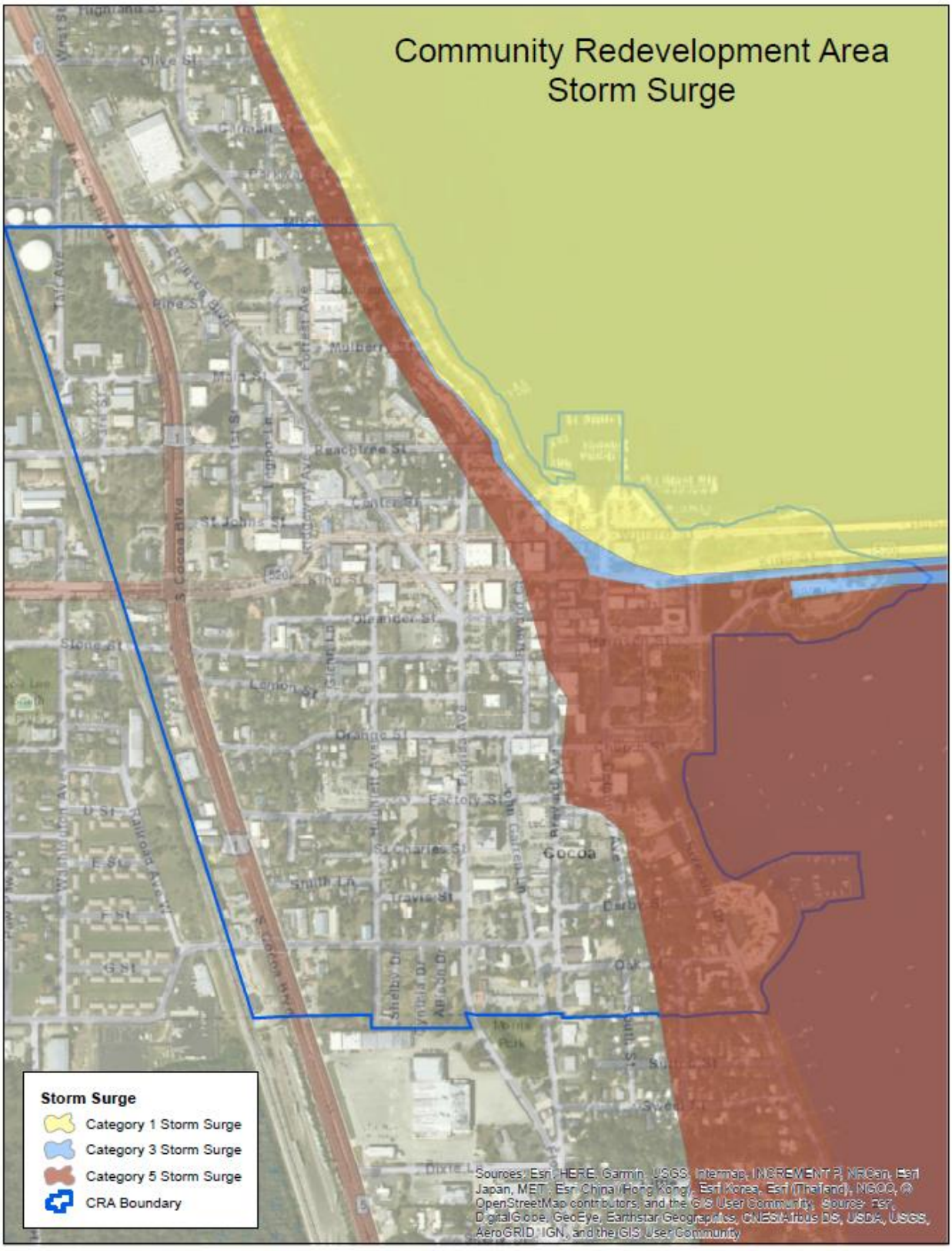
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area in Riverfront Park. Stormwater runoff from the hurricane and a subsequent Nor'easter rain event, resulted in prolonged street flooding.

The Flood Zone X boundary for the 500-year storm level virtually matches the shoreline of the CRA from Riverside Drive to Harrison Street and North to Indian River Drive including Oleander Pointe and Lee Wenner Park. However, the Flood Zone AE boundary for the 100-year storm level includes the area from Harrison Street north to Indian River Drive excluding portions of Whitley Bay and the SR 520 overpass as designated on the FEMA Flood Zone Map. No other flood zone areas are found within the CRA.

FEMA Flood Zone Map



CRA Storm Surge Map



Relic Dune System

The City of Cocoa, and in particular the RDA area, is situated on top of the old dune system along the Indian River. The first dune line runs down the middle of the district. This locally high linear feature was selected for the old Dixie highway alignment and railroad spur. This road alignment is now Forrest Avenue. The second dune line lies underneath the present alignment of the railroad and US 1. The early settlers utilized these local high points to site these important transportation routes. Today these high points provide excellent opportunities for long views out toward the Indian River.



Housing

Each of the nine CRA sub-districts, described previously in the Cocoa CRA Area Description, are uniquely different from each other. Of the nine sub-districts, six contain housing. The housing types varies by sub-district.

The **Cocoa Village** Sub-District provisions are intended to apply to the central commercial, professional, financial, governmental and civic core of the city. In addition to multi-family residential development the area uses are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location, not single-family housing. It is intended that "performance standards" control the permissible

type, density and intensity, mix of development and design and development standards to assure and promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is

commonly associated. Some properties have been confirmed to have no recognized environmental conditions while others have been determined to be contaminated. Three properties located in the general core of Cocoa CRA were environmentally assessed and after being found to having contaminants present, were remediated through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit Program. Others have been found to have potential off-site environmental impacts.

Parks and Recreation

The redevelopment area contains three parks, Taylor Park, Riverfront Park and Lee Wenner Park. Taylor Park is located just south of Harrison Street and just north of the Cocoa Civic Center, Riverfront Park adjoins Taylor Park to the East and sits directly on Indian River, and Lee Wenner Park is located just south of the Hubert Humphrey Bridge on the old abandoned SR 520 right-of-way.

Taylor Park is designed mainly as a passive park. It contains 1.64 acres and is well landscaped with large shade trees and a view of the Indian River. Facilities in Taylor Park are limited to park benches and playground equipment.

Riverfront Park is an attraction to both Cocoa's citizens and visitors. The park is approximately 2.74 acres and its green park area, playgrounds, boardwalks and amphitheater, draws crowds for special events, City-sponsored celebrations and private functions. The park annually hosts more than 65 events — including one of the largest marathons in the region, The Space Coast Marathon and Half Marathon — attracting more than 135,500 visitors.

Lee Wenner Park is a waterfront-oriented park located across the street from Taylor Park and Riverfront Park. The 3.5-acre park contains four boat ramps with catwalks, a fishing dock and parking facilities for approximately 40 boat trailers and 50 passenger cars. As of 2017, it is now owned and maintained by the City. The acquisition of Lee Wenner Park by the City presents a new and exciting redevelopment opportunity for the CRA and the City. Lee Wenner Park is heavily used on weekends by boaters for recreational purposes only. The Brevard County Board of County Commissioners conveyed its portion of Lee Wenner Park with the expressed purpose to redevelop the park (see attached Agreement located in the Appendix). Through this Agreement, the CRA has committed to improving the waterfront in phases through public capital improvements and public/private partnerships.

In addition to these three public parks, there are two "key" shaped parcels of property which have no facilities but are landscaped for beautification. Each of these passive parks are rarely used for purposes other than aesthetics. One park is located at Brunson Boulevard and First Street. The other park is at the corner of Forrest Avenue and Mulberry Street.

Historical Features

As a city with a rich history, the Cocoa CRA and surrounding neighborhoods contain numerous historic structures telling the story of the early beginnings of Cocoa. Within the Cocoa CRA, seven (7) structures are listed on the County, State or National listings of historic structures. Of the 1,005 structures located

in the boundaries of the Cocoa CRA, 21% were constructed prior to 1960. A large percentage of those structures have been identified as being historically significant. They are a symbol and physical record of the city's past in regard to architectural style and unique character.

The following structures are listed on the Brevard County Historical Site registry:

- Community Women's Club (5 Rosa L. Jones Blvd.)
- SF Travis Building (300 Delannoy Ave.)
- The Historic Porcher House (430 Delannoy Ave.)
- St. Mark's Episcopal Church (2 Church St.)
- The Florida Historical Society's Library of Florida History (435 Brevard Ave.)
- Derby Street Chapel (121 Derby St.)

The following structures are displayed with Florida Historical Markers:

- St. Mark's Episcopal Church
- The Historic Porcher House
- Derby Street Chapel

The following structures are listed on the National Registry of Historic Places

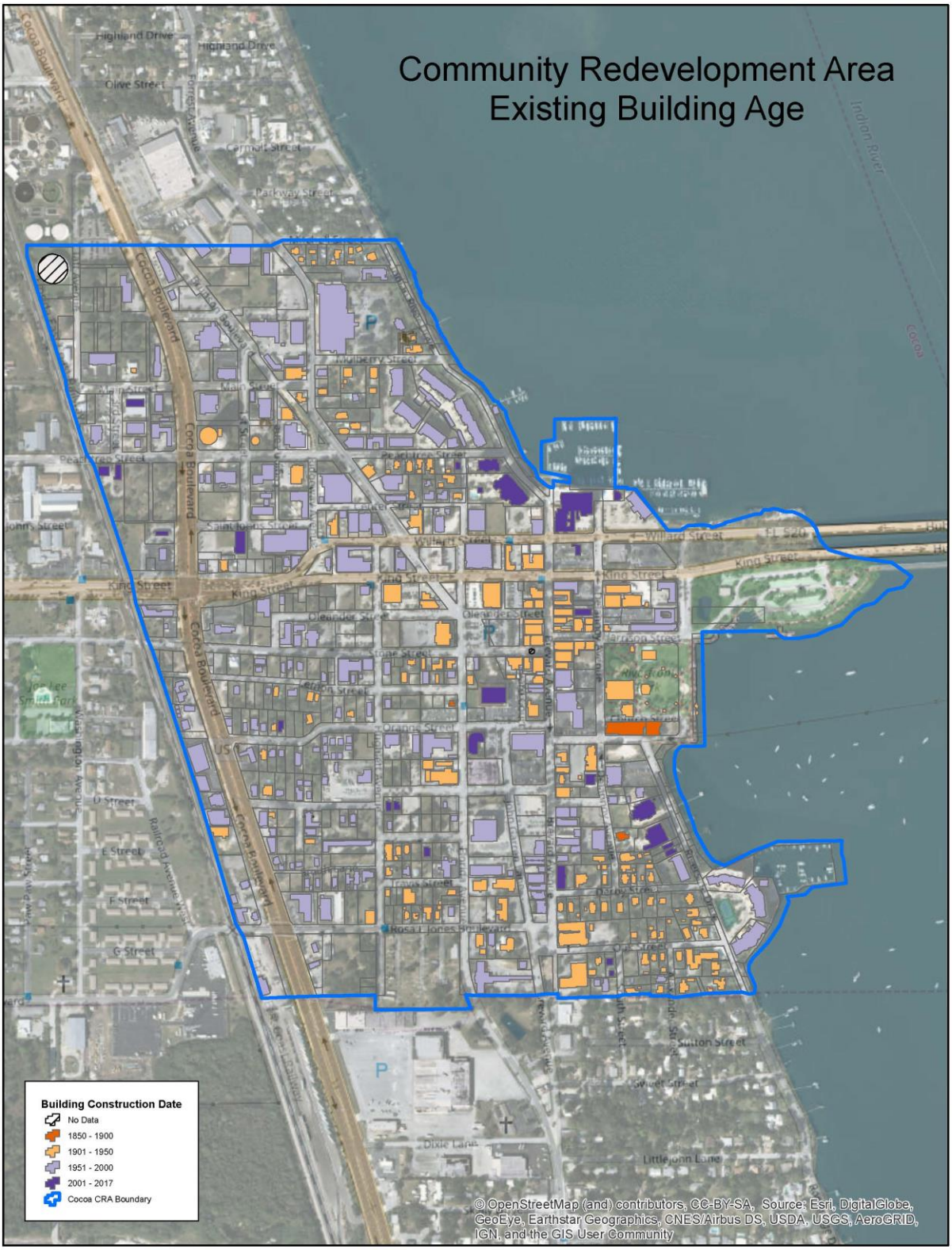
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

The Porcher House is of particular significance to the City of Cocoa. The landmark home, built in 1916, was home to Edward and Byrnina Porcher. He was responsible for several innovations to the citrus industry and was a founder of the Indian River Orange Growers Association. This classic revival style, constructed out of local coquina rock, displays some coquina stones representing the suits of cards. These stones, placed in the front of the house, show the love that Mrs. Porcher had for the game of Bridge. In 1945, the City of Cocoa purchased the home and it became City Hall. Today, the Porcher House is used as a historic backdrop for events, especially weddings.

The Aladdin Theater, or commonly known today as The Historic Cocoa Village Playhouse, opened to the public in 1924. Of significance, the theater showed the first "talkie" movies in Brevard County. The Playhouse grew from a small movie house to a noteworthy community theater house. A multi-million dollar renovation, supported by the City of Cocoa, the Historic Cocoa Village Playhouse, with a State of Florida Cultural Facilities Grant, restored the look and feel of the original Aladdin Theater. Today, the Historic Cocoa Village Playhouse "Broadway on Brevard" brings amazing shows to Cocoa where local talent showcase their theatrical skills. Each season, the shows sell out and patrons are entertained by the talent of this high-quality community theater.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

Cocoa CRA Building Construction Date Map



Transportation and Traffic Circulation

A unique feature of the Redevelopment Area is that it is traversed by two (2) of the three (3) major arterials in the city, U.S. Highway 1 and SR 520. Together these two (2) arterials carry over 107,000 ADT (average daily trips) through the area. Feeding into those arterials are the two (2) major north/south streets of Florida/Forrest Avenue and Indian River/Riverside Drive. The east/west feeders are Rosa L Jones Blvd, Stone, and Peachtree Streets.

A conspicuous feature of the street layout in the area is the design of Brunson Boulevard/Forrest Avenue. This is a northwest to southeast diagonal street which runs against the normal east/west, north/south street design scheme. The reason for this is that this was the original railroad right-of-way which was eventually abandoned and converted in use to automobile travel. Along these routes at least two properties have been found to be contaminated and required remediation.

The City Hall site is located in the center of Historic Cocoa Village. It is a former brownfields site and near a dry cleaner, former major automobile dealer and service center, as well as major electric transmission stations.

Another feature to the traffic circulation pattern is the effect of SR 520/King Street. This major six-lane artery is split into two one-way directions as it passes through the redevelopment area. The high rate of traffic flow presents a challenge in developing land and building uses between the east-bound and west-bound streets. Florida Department of Transportation has plans to repave the downtown portion of SR520/King Street. City staff is in discussions with FDOT about opportunities to introduce traffic calming measures to improve pedestrian and vehicular safety in this area.

The main north/south artery through the area is US 1. This artery carries mainly “through” traffic but also some in-town traffic as well. Other than US1, the only other through north/south roadway is Florida/Forrest Avenue. The Florida/Forrest Avenue diagonal serves as a by-pass of the US 1 and 520 intersection.

The Florida Avenue Complete Streets Project addressed the needs of pedestrians, bicyclists, transit users and motorists of all ages by safely accommodating those qualities in one “complete street”. Planning for this diverse group required consideration of the following elements: sidewalk space for pedestrians; bike routes; appropriate-sized lanes for cars, trucks and emergency vehicles; on-street parking; adequate buffer for pedestrian safety; landscaping and hardscaping for pedestrian safety and ADA crosswalks along the corridor.

The intersection of Brevard Avenue, Oak Street, John Garren Lane, and Rosa L Jones Blvd culminates in a traffic wedge. Improvements are being considered to facilitate more effective vehicular and pedestrian movements as interest in the redevelopment of the southern section of Cocoa Village increases.

Parking

Parking is an essential redevelopment component for the Cocoa CRA. The CRA, is comprised largely of small business retail uses in the downtown core area, and a mix of single family residential extending from the core to the outside perimeter of the CRA, with several high-density residential properties on the waterfront. Cocoa Village has become a destination shopping and dining area and a center for leisure, events, entertainment, waterfront and civic activities, virtually attracting hundreds of thousands of visitors per year.

The increasing demand for parking was documented in the 2007 Historic Cocoa Village Parking Study. In 2017, with continued growth of the Cocoa CRA, and an estimated $20 Million of new projects on the horizon, the CRA Board felt it was prudent to engage Rich and Associates Inc. to revise the 2007 Parking Study to determine the current parking demand. The update sought to evaluate and identify existing parking supply, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

The study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, and the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King Street to Peachtree Street. An inventory of existing parking included a survey of public and private supply.

The results of the demand study determined that the current projected parking needs for zone one is 384. Zone two has a 232 parking space deficit, as reflected on the attached maps. The 5-year projected parking need for zone one is 1,197 spaces. With 813 parking spaces in this zone, there will be a deficit of 459 spaces in zone one. Zone two has a 5-year projected parking need of 1,594 spaces. With 1,362 parking spaces in zone 2, there will be a deficit of 309 spaces. They averaged the numbers for the two zones and planned the parking garages for 384 spaces.

Parking Recommendations/Solutions

There are several options for addressing the parking situation in Cocoa Village. These range from a "Do Nothing" option since there is available parking, though it is not being used due to location, to options that include a modest increase in parking supply with added surface parking or on- street parking to a significant capital expense with a new parking garage.

1. Do Nothing Option
   The "Do Nothing" Option may severely limit the development potential in the core downtown. It will affect businesses that are currently downtown as well as how the downtown currently functions. The recommended policy changes and reallocation of parking will not increase the total parking supply or the availability of parking in the downtown. Therefore, Rich & Associates did not recommend this option.

2. Maximize On-Street Parking
   Another option is to increase on-street parking wherever possible. This approach can economically add parking spaces to help address the parking deficit, though it will not provide enough spaces to eliminate the parking deficit.

3. Provide New Surface PublicParking
   Another option is to increase parking supply through the redesign of existing surface parking lots or the creation of additional surface parking on vacant or underutilized property. Rich & Associates analyzed the potential for redesign of existing public parking areas and this will not help gain spaces. Potential sites were reviewed for the construction of new surface parking lots in the core downtown. While this was not recommended due to no viable sites being identified for additional parking or redesign within the core area, a site has since been identified as potentially attainable.

4. Work With Private Lot Owners to Create Shared Use Parking
   Work with private lot owners to establish partnerships to allow underutilized parking for public parking. Agreements could be developed to provide lot cleaning and general maintenance in exchange for public use of the parking lots.

5. Provide New Public Parking in a Parking Garage
   Unfortunately, there are no magic answers for the financing of a parking garage or any parking improvements. Where there is a parking system and a charge for on and off-street parking, revenues are generally used to pay for parking operations and improvements. In general, this requires the pooling of revenues from all parking areas and parking fines, if possible.

Funding Options for Operation Improvements and Additional Parking

Cocoa CRA should look for opportunities such as projects where a developer is going to build parking as part of their development (more than likely a parking garage) and then fund the construction of additional public parking as part of the development. This will spread some of the fixed costs over more spaces thus making the additional parking more economical.

Cities have also used a combination of general fund, fee-in-lieu payments, TIF and special assessment districts to pay the debt service and operating expenses. In some communities, the operating expenses are paid for by an assessment and the debt service from general fund and other sources. Today in general, there are few Federal or State grants for parking garages unless they are associated with a transit project.

The City could attempt to privatize the development of a parking garage. In order to be competitive in terms of funding, the project would need to be done tax exempt and leased back to the City. It is not possible at this time to amortize the debt and pay for the operating costs of a parking garage with existing parking revenues or parking revenues that could be generated in Cocoa alone.

Myra Planning and Design, LLC. has been commissioned to study current and future on-street parking within the Village. The purpose of the study, consistent with the above solutions, is to maximize existing on-street parking in Cocoa Village, and determine what would likely be the most cost effective (capital construction, maintenance) means to add additional spaces in the downtown closest to the businesses they serve.

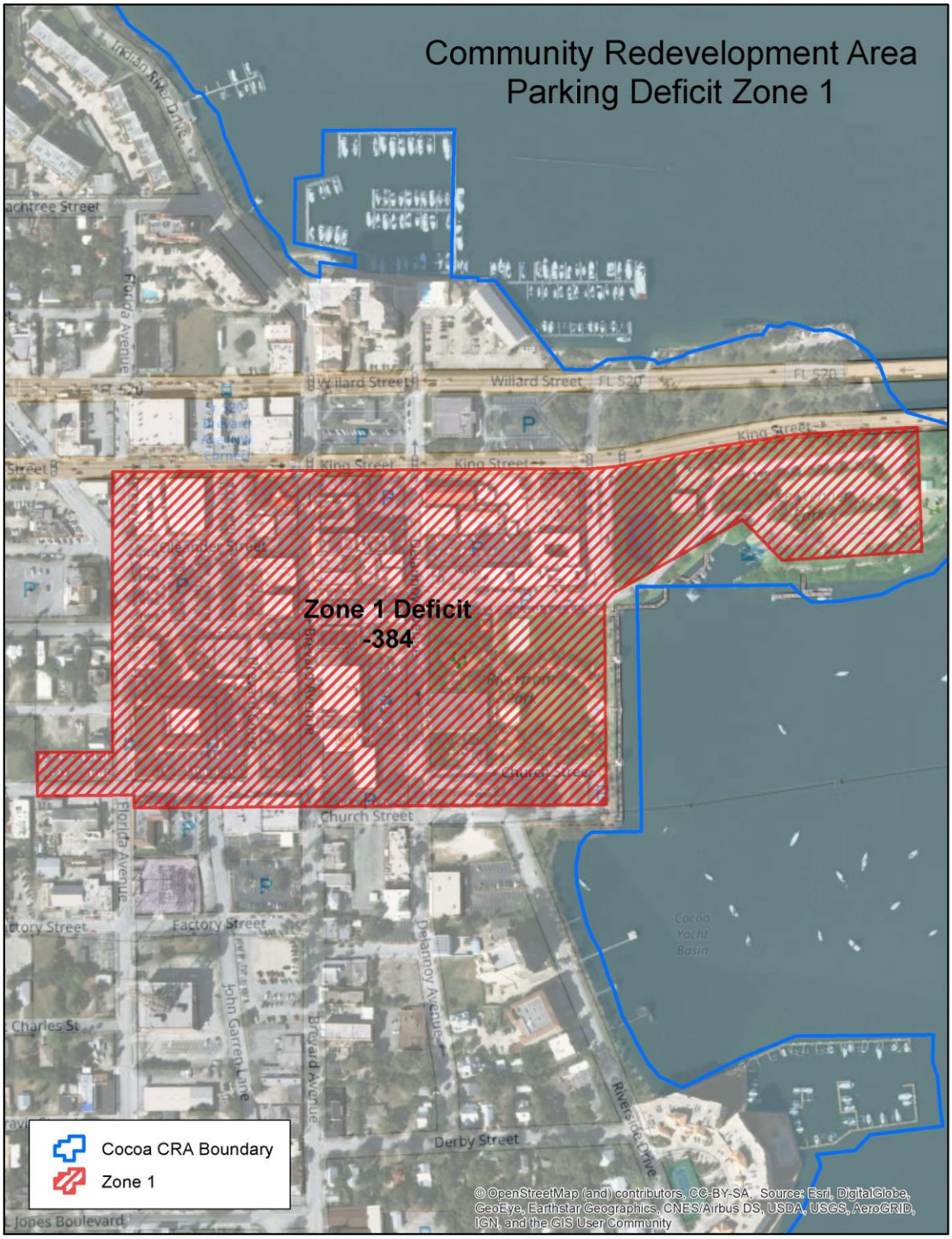
Community Redevelopment Area

Existing Parking Lots/Structures



Community Redevelopment Area

Parking Deficit Zone 1



Community Redevelopment Area

Parking Deficit Zone 2



Sewer, Water, and Stormwater

There are generally no significant existing Sanitary, Potable, or Storm system issues within the Cocoa CRA. Utility capacity for infill development is not significantly constrained. A high quality reclaimed water system exists in Cocoa, which is a benefit to the sanitary sewer system load and the provision of irrigation for new development and public open spaces in the district. However, the amount and intensity of potential development in the CRA will require examination of the infrastructure system capacity on a case-by-case basis.

Water System

Since 1957, Cocoa has supplied the communities of central Brevard County with high quality water at a reasonable cost. Cocoa has accomplished this by making major investments in the water supply and treatment facilities needed to produce a sophisticated, well developed sub-regional water system. Today Cocoa provides water to over 82,000 customers (220,000+ people) in Cocoa, Rockledge, Port St. John, Merritt Island, Cape Canaveral, Cocoa Beach, Suntree/Viera, Patrick AFB and the Kennedy Space Center. Cocoa's water system includes the wellfield and raw water collection system, Wewahootee Water Treatment Plant, transmission mains, and the Dyal Water Treatment Plant (WTP). Cocoa's drinking water sources include the Floridan Aquifer, Intermediate Aquifer, Taylor Creek Reservoir, and Aquifer Storage and Recovery (ASR) wells. All of these facilities are located in east Orange County. A distribution system and storage and pumping facilities are located in Brevard County. The Dyal WTP processes about eight billion gallons per year, with peak flows reaching 30 million gallons per day (mgd) during the summer. Daily flows average 22 mgd.

Within the redevelopment boundaries, all parts of the area are adequately served with potable water. Most lines are six inches in diameter or larger and can, therefore, supply any new improvements or additions easily. Approximately 90 fire hydrants are dispersed at intervals which provide adequate water pressure and volume for fire protection needs.

Sewer System

The City of Cocoa provides sanitary sewer service to residents within the CRA. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (mgd), of which it currently operates at approximately half its capacity. Thus, sufficient sewer is available.

Stormwater

The Public Works Department Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. With the completion of the Florida Avenue Streetscape, the Factory Street Retention Pond and the Church Street Baffle Box, several drainage issues were corrected. There remains challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon. In 2016, Brevard County residents approved a ½ cent infrastructure sales tax for the purposes of funding projects that would improve the water quality of the Indian River Lagoon. Due to the elevation, the runoff from the Cocoa CRA flows towards the Indian River Lagoon. It will be very important to implement improvements that would address the water quality prior to entering the lagoon. The Florida Avenue Streetscape implemented a

PaveDrain design for its on-street parking areas between Rosa L. Jones Boulevard and King Street. This unique PaveDrain system, limits the distribution of natural water flows by managing stormwater runoff. Additionally, the PaveDrain system promotes on-site filtration and eliminates contaminants into the Indian River Lagoon. Additional drainage projects are in the early planning stages to improve water quality entering the Lagoon.

Effect on School Population

Existing school facilities within the community redevelopment area are more than adequate to serve the present and anticipated future school age population. According to the 2012-2016 ACS estimates, the number of school age children within the Cocoa CRA is 183. As the potential commercial and residential developments will not be oriented specifically toward families with school age children, there should be little or no increase in the school age population. Activities which are undertaken to redevelop and revitalize the project area, will incorporate into the design improvements needed to make the school facilities more accessible to the community by eliminating perceived hazards to the safety and wellbeing of the children and removing obstacles to the handicapped and infirmed.

Current Conditions

The waterfront has been a critical element of Cocoa's economic and cultural growth since the establishment of the city. The river and the surrounding area has been used for fishing, commercial and residential boat access, social events, leisure activities, and recreation for over 150 years. Cocoa had been in a period of decline with the concentration of public housing, closing of the Space Program, and encroachment of commercial uses into the Heart of Cocoa. Lee Wenner Park was the only active portion of the riverfront with boat ramps and docks. A road provided vehicular access along the river serving as a bypass between Merritt Island and Rockledge. The Cocoa CRA was established in 1980 to eliminate slum and blight and redevelop Downtown. The CRA has worked with the City to expand waterfront access for social and recreational use. The library was relocated north of downtown and the existing library was converted to a Civic Center. Additional park space was created with the conversion of a parking lot behind the Civic Center into green space. Water features, a playground and a pavilion were added to encourage community use. Plans were already underway to construct day slips, a T-Dock, a major riverfront walkway esplanade, viewing areas, a riverfront connector under the bridge for pedestrians and bicyclists, and a mooring field and upland facilities when Hurricane Irma brought its devastation ashore.

The importance of restoring waterfront amenities to enhance and improve the quality of life and economic vitality is a core component of the 2018 Cocoa Community Redevelopment Agency Plan Update. The 2008 Waterfront Master Plan provided an opportunity to expand upon the existing vision and inspire transformative change. The improved waterfront will connect four (4) different parks on the waterfront, creating spaces to congregate, meditate and recreate. The Waterfront Master Plan seeks to implement projects aimed at spurring economic development, transforming the social landscape, and preserving the cultural asset in utilization of the waterfront. The projects are organized in three specific areas of the

CRA: 1) The Waterfront, 2) Lee Wenner Park and 3) the Downtown Riverfront Park. The plan includes several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

Infrastructure

- There are generally no significant existing Potable Water Sanitary Sewer issues.
- There are challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon.
- A high quality reclaimed water system exists in Cocoa and is used for irrigation in several sections of the CRA.

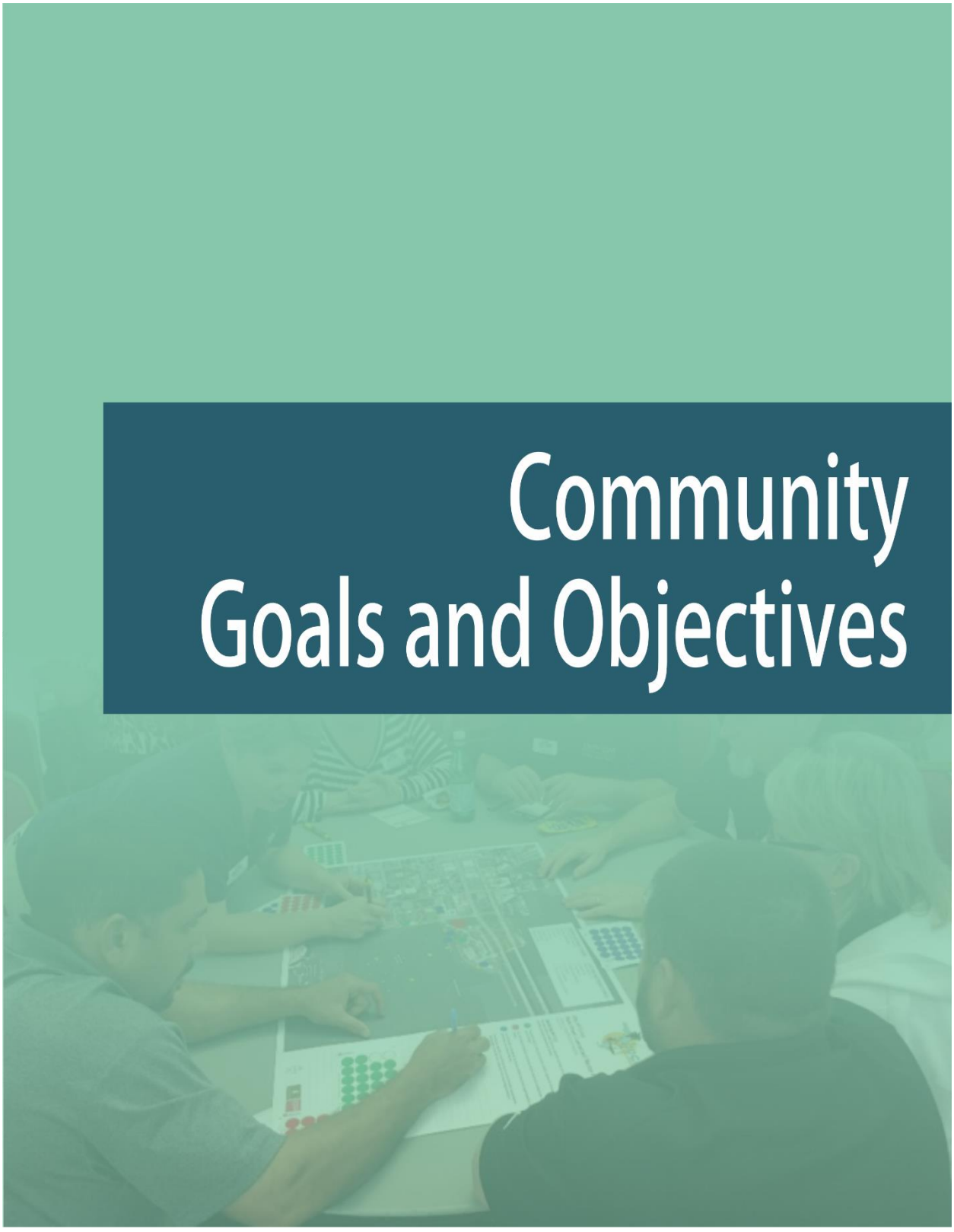
Marine Features

- Existing wooden boardwalks were destroyed by Hurricane Irma in 2017 and are in the design stage for replacement.
- Existing revetment areas are not in good condition and are part of the plan to stabilize the waterfront area from Whitley Bay in the north to the southern end of Riverfront Park.
- The bulkhead beneath SR 520 is in the planning stages of being repaired by the Florida Department of Transportation.
- The bulkhead at Riverfront Park is in fair condition and following Hurricane Irma the washed out sections were filled.
- Additional day slips, a larger T-Dock and additional improvements are part of the larger plan to revitalize the riverfront region of the CRA.
- Existing depths of the waters along the waterfront could benefit from additional dredging to improve boat draft.

CRA Vacant Parcels Map



PART III



The 2008 Cocoa Waterfront Master Plan and the 2018 Waterfront Plan Update

During the development of the 2008 Cocoa Waterfront Master Plan and 2018 Cocoa CRA Waterfront Master Plan Update, a series of public workshops were held with the citizens and merchants of the City of Cocoa to assist in the development of this redevelopment plan. After each meeting, the consultants summarized the results and incorporated them into the next phase, at which time consensus was attained. The 2008 plan was approved as the Great Recession occurred and only up until the last five years has there been a renewed interest in redevelopment. Redevelopment was occurring largely around Riverfront and Lee Wenner Parks until Hurricane Irma in September 2017 destroyed all waterside amenities. The following is a summary of the workshops and the planning activities that occurred:

2008	**WATERFRONT PLAN**
May 28	Steering Committee Kick Off Meeting
June 17	Public Kickoff Workshop
June 25	Issues & Opportunities Public Workshop Part A
June 26	Issues & Opportunities Public Workshop Part B
July 29 to 31	Design & Implementation Workshop
2017-2018	**WATERFRONT PLAN UPDATE**
December 20	Public Kickoff Workshop
January 9	CRA Board Introduction
January 10	Programming Workshop
February 26	Public Review Meeting
April 10	Presentation to CRA Board
June 12	Approved Waterfront Plan Update and Directed Staff to Draft Amendments to Cocoa CRA Community Redevelopment Plan
2018	**CRA PLAN UPDATE – WORKSHOPS/MEETINGS**
August 29	Public Workshop
September 4	Special Cocoa CRA Meeting
September 10	Special Planning & Zoning Meeting
September 18	Cocoa CRA meeting to approve plan
October 10	City Council First Reading
October 24	City Council Second Reading

BACKGROUND

With the devastation to the Cocoa Waterfront brought on by Hurricane IRMA in September 2017, the Cocoa CRA Board felt compelled to work with the public to rapidly cast a new vision for the Waterfront. The loss of waterfront access and facilities had an immediate impact on the quality of life and economic vitality of Downtown Cocoa Village. The result was a 2018 Waterfront Master Plan update study which will guide the CRA and City of Cocoa in the rebuilding of existing waterfront infrastructure, the development of new amenities, and addressing waterfront resiliency. The implemented plan will result in an important social and economic center and serve as a catalyst for redevelopment activity and business growth.

PUBLIC PARTICIPATION

There was a strong community commitment to the goals of recovery, and improving waterfront access for the future, where City Council, the CRA Board, City Management, managers, consultants, and staff were committed to the full range of activities required to make public participation work and be willing to obtain and consider public input in the creation of the Plan. Extensive efforts were made to include and to survey citizens, waterfront residents, boaters, a gambit of waterfront user groups ranging from the Coast Guard Auxiliary, to Sea Scouts, other key stakeholders, and environmental organizations, representatives of waterfront agencies that are, could or would be involved. The Planning and Engineering consulting team and City Staff diligently worked together to design a public participation strategy that helped to successfully serve the need for actively engaging public participation through setting forth meaningful, clear, successful public participation with all groups concerned. This helped to build the capacity of the community to work together constructively and deal with the immediacy of the hurricane damage, solve problems, and build a stakeholder engaged plan for the future. A clear structured planning process was designed with well-defined rules of engagement about how public participation will be conducted, what questions needed to be asked, and how the decisions would be made.

As Cocoa prepares to rebuild waterfront amenities, it was deemed important to validate and refine prior ideas for the waterfront, plan for enhanced waterfront resiliency, and continue to position the waterfront as socially and economically supportive of the adjacent properties and community at large. The downtown waterfront at Cocoa Village is a vital environmental, recreational, cultural and economic asset that should be planned in concert with the broader community and CRA vision. The goals for the update were to take a high level review of the existing plan, and validate and /or refine the current community needs, interests and opportunities associated with the waterfront facilities.

The outcome is an updated set of ideas included herein for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates. The Cocoa CRA is prepared to continue to reinvest in its signature downtown to expand the use of the waterfront for all residents.

Five key problem takeaways were derived from participatory public meeting sessions as follows:

- Make Lee Wenner Park feel safer;
- Enhance and Promote the Environment;
- Increase Boater Access and Day boater visitations;

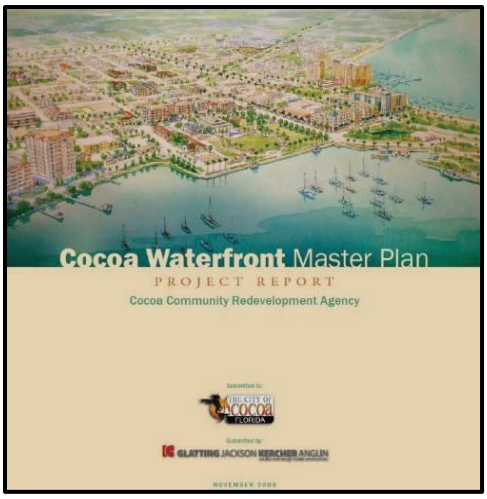
- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

Solutions took form in an updated set of ideas for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates included in the CRA Projects List. The Cocoa CRA is prepared to continue to reinvest in its waterfront for all residents to expand the use of its signature downtown as follows:

- A Living Breakwater
- North Mooring Facility & Pump Out Vessel and Facilities
- T Dock with mix of Fixed and Floating Piers (400')
- Dinghy Dock, Day Slips, & New Fishing Pier
- East Lee Wenner Park Island Shoreline Stabilization
- Lee Wenner Park Civic Center
- Harbor Master Building
- Lee Wenner Park Renovation
- Taylor Park Renovation
- Promenade with Overlook Viewing Areas
- Porcher House Lawn and Garden
- Support Building for Amphitheatre
- Harrison Street Streetscape

While the projects identified in the plan, are and will be highly impactful for many years, a central overlying concern/problem was resiliency. The question is how do we construct access to the waterfront, in ways that are hurricane, and storm surge resistant, aesthetic, and environmentally sound? How do we prevent and how do we protect, newly constructed projects from being washed away in the next storm, and how would we do it in a way that enhances, the marine environment? As such, there was a strong consensus that the Plan must provide for project structures, that are based upon tested, more resilient engineering designs, and made of more durable materials.

Adopted 2008 CRA Plan



2017 Hurricane Irma Damage



Waterfront Update 2018 Study Area



THE PLANNING PROCESS



The Waterfront Master Plan Update was completed between January and April, 2018. The plan included a January 10th Programming workshop with specific exercises regarding community goals for the waterfront, as well as strengths, weaknesses and opportunities for the waterfront. The Design Team used this information, as well as other technical review, to develop a draft conceptual master plan, which was reviewed in a second public meeting on February 26th. This meeting focused on draft plan ideas, and specific exercises for community response and refinement. Over 100 attendees participated in each event. Following the public meetings, the master plan and implementation projects were refined in workshop sessions with the City/CRA staff and presented to the CRA Board and approved on April 10, 2018.

The public meetings provided the design team with hundreds of comments and ideas, each of which was documented and reviewed. A set of guiding Planning Principles were developed as a way of organizing the major topics of community input:



1. **Make Lee Wenner Park Feel Safer**
    - Homeless at Lee Wenner Park
    - Lighting, Cameras and Clear Views
    - Activity at Lee Wenner Park
    - Utilize “Crime Prevention Through Environmental Design” Principles
2. **Enhance and Promote the Environment**
    - Water quality / River Outfalls
    - Clean up the FDOT relief pond
    - Education and New Forms of Access
    - Storm Protection / Protected ‘Harbor’
    - Fishing and Views at Waters’ Edge
3. **More Access: Boats and Day Visitation**
    - Day Slips and T-Dock for Smaller Vessels
    - Mooring Field and Pump-out & Dinghy Docks
    - Kayak / Canoe Opportunities
    - Potential future large ICW Dockage
    - Cocoa Waterfront as ICW ‘Destination’
    - Harbor Master and Concession Building
4. **Expand Landside Activities**
    - Continue to Support Large Events
    - New Gathering / Small Event Spaces
    - Walking and Biking Linkages
    - Maintain Quiet / Respite Spots

- Find spot for a Dog Park
- Maintain Amphitheater and Taylor Park

5. Economic Development

- Quality waterfront enhances City
- Tourism and 'events' build business
- A new Civic Center might support community needs, create new waterfront/ water-based activity and a new 'address' for downtown development.

The Waterfront Master Plan identifies specific projects and ideas based upon the Community Input, Planning Principles and post-IRMA reconstruction needs. The plan includes several fundamentally new ideas for Cocoa's Waterfront:

1) Diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete peers.

2) Managed mooring field with support facilities, including harbor master building, pump out and boater services.

3) Relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park.

4) Re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water.

5) Opening the waterfront to Delannoy Ave by relocating the existing Civic Center.

The plan includes other features and details best reviewed in the project presentation documents.



City of Cocoa
Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

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

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

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

VISION AND VISUALIZATION

VISION : OPENING RIVERFRONT PARK TO COCOA VILLAGE

The community recognizes that the current Civic Center (former downtown Library) is reaching the end of its' useful life. If the Civic Center was removed, the Porcher House, Riverfront Park, Amphitheater and waterfront views would all be opened and featured to Cocoa Village in a more dramatic, accessible way. This would also create a more attractive 'address' for nearby redevelopment property in the Village, as well as expand the use of the park for all the residents of Cocoa.





VISION : NEW CIVIC CENTER AT LEE WENNER PARK

The community is interested in the possibility of locating a new Civic Center at Lee Wenner Park to gather and celebrate the waterfront in a more proximate manner than is currently possible. Further, locating this type of community use would diversify the function of the park to support a wider array of boating, recreation, and community activities – making the park more relevant, safe and useful for all the residents of Cocoa.





High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

MEDIUM PRIORITY PROJECTS

A. Waterfront Projects
North Mooring Facility and Pump Out vessel & facilities

B. Lee Wenner Park
Harbor Master Building
Porcher House Lawn and Garden

C. State Road 520 Corridor
King Street and Willard Street Improvements-Option A
Improve Intersections at King/Brevard & Willard/Brevard Streets
Promote Vehicular Cross Access from King or Willard Streets

D. Streets
Rosa L. Jones Blvd. Traffic Circle
Two Way Street Conversion
Loading Zones in Village

E. Catalyst Mixed Use Redevelopment Sites
Bank of America Site
Suntrust Bank Site

LOW PRIORITY PROJECTS

A. Waterfront Projects
Living Breakwater

B. Park Projects
Large Vessel Docking Pier
Taylor Park Renovation
Harrison Street Streetscape

D. Uptown District
Mixed Use Residential Infill

E. The Heart of Cocoa
Catalyst Park Site

F. State Road 520 Corridor
King Street and Willard Street Improvements Option B
Two Way Access to Riveredge Dr./SR 520

Environmental Quality

The essential premise behind the Community Redevelopment Plan is to formulate a program which will enhance the overall quality of life in the CRA. Through the provision of public infrastructure improvements and the encouragement of private sector restorations and reconstructions of commercial and residential

structures, this plan shall have a positive impact upon the quality of the environment of the boundaries of the community redevelopment area. The plan will ensure that all commercial and dwelling units comply with the standards for safe, decent and sanitary human occupancy, thereby encouraging pride in the community. Furthermore, through the encouragement and creation of additional opportunities for employment, it will foster a positive economic impact on the blighted and economically disadvantage areas of the City, including the Heart of Cocoa Neighborhood.

Crime Prevention

Several portions of Chapter 163, Florida Statutes, encourage the development and support of community policing initiatives within the CRA. Community policing involves the face-to-face interaction of law enforcement officers with neighborhood residents and businesses in order to involve the community in identifying problem areas and assisting with the police effort. Crime prevention and community policing programs, such as Crime Prevention Through Environmental Design (CPTED), will become an important component of the area's civic support system. CPTED is based upon the theory that the proper design and effective use of the built environment can reduce crime, reduce the fear of crime, and improve the quality of life. Built environment implementations of CPTED seek to dissuade offenders from committing crimes by manipulating the built environment in which those crimes proceed from or occur. The three most common built environment strategies are natural surveillance, natural access control and natural territorial reinforcement. Community policing is a proven method to help increase the sense of security, possibly resulting in increased investment. Experience with community policing efforts shows that it takes a period of years for local law enforcement to establish the community bonds and contacts needed to form the foundation of community policing. The issue of safety and security in the area is considered a priority.

Urban Design Improvements

In 2008, the City of Cocoa commissioned Glatting Jackson Kercher Anglin to prepare a master plan and implementation strategy for the Cocoa RDA with particular focus on improving the activity of the waterfront and connectivity to it. Key elements of the 2008 Waterfront Masterplan, are included herein. Four general waterfront objectives were established at the outset of the project:

1. Connect the riverfront boardwalk along the river
2. Enlarge the "T-Dock" to accommodate larger vessels
3. Establish boat mooring fields adjacent to the Cocoa Village waterfront
4. Connect Cocoa Village to the river

Community Vision

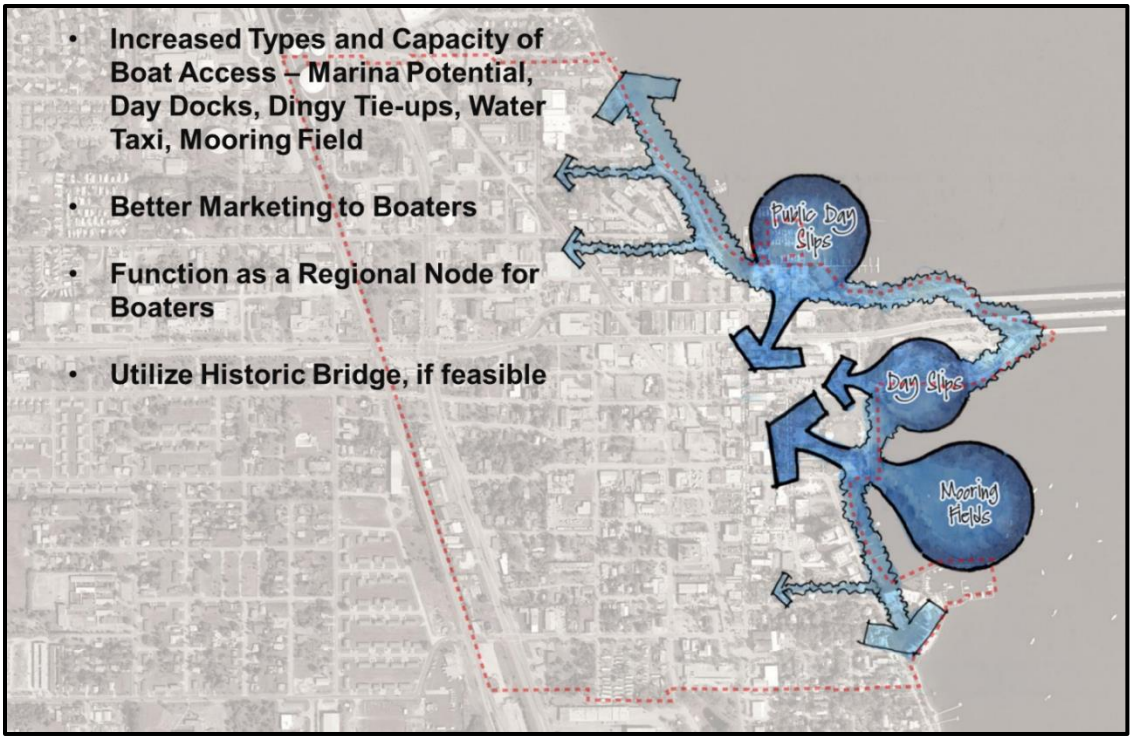
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the early stages of the project, the following objectives broadened the study to include the balance of the Cocoa RDA District and articulated the community's vision for the future:

1. Enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the RDA.
2. Strengthen the identity of Cocoa Village through improved gateways, internal wayfinding, and branding downtown Cocoa.
3. Improve pedestrian walkability and livability of streets within the district, particularly the major arterials that bisect and border the RDA district such as State Road 520 and US 1.
4. Improve boater accessibility to Cocoa Village and improve connectivity of open spaces along the riverfront.
5. Build upon the existing artistic, cultural, and historic assets of Cocoa Village by re-introducing past traditions and promoting new community events.
6. Improve the appearance and image of the community by addressing derelict properties, improving controls on noxious aesthetics, and creating a more consistent appearance and quality.
7. Improve the success of business downtown by uniting merchants and creating shared standards of retailing.

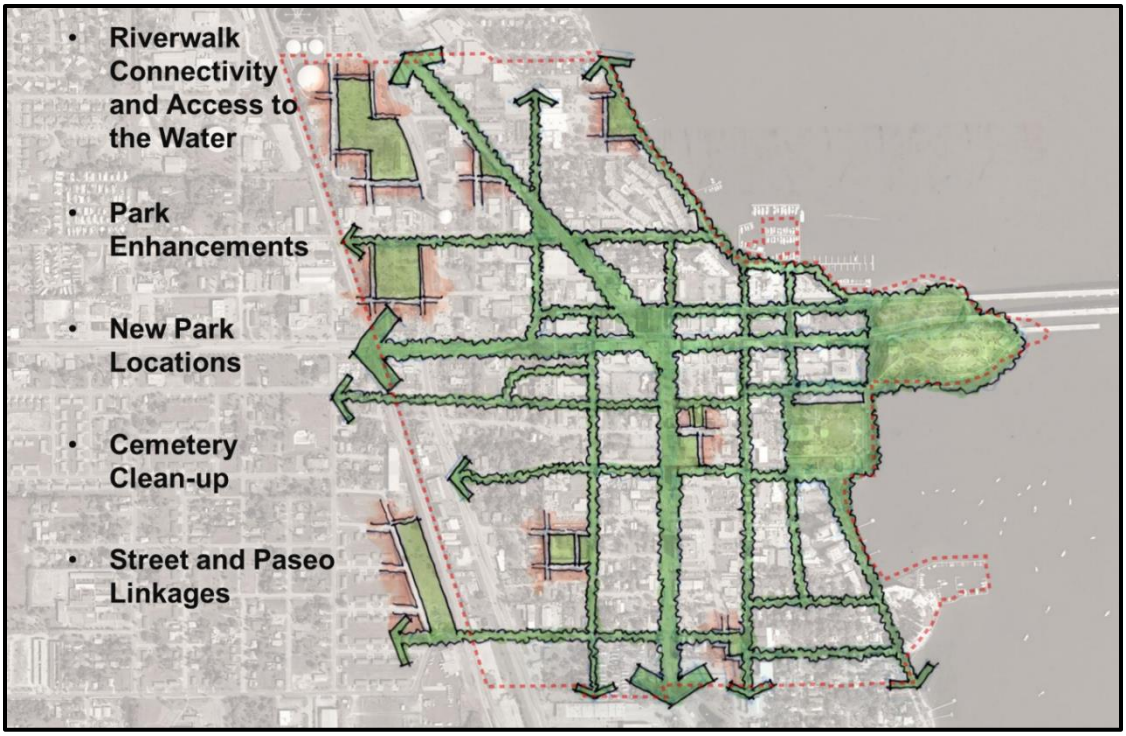
Planning Principles and Design Frameworks

As part of the Public Issues and Opportunities Workshop, the community stakeholders established the following six (6) frameworks to improve the local and regional allure of the Cocoa Village waterfront and downtown vicinity by enhancing pedestrian connectivity, boater access, public identity, and diversity of development within the Cocoa CRA. Glatting Jackson and the steering committee developed the following Design Framework to lead design recommendations and proposed improvements. Each of the frameworks are presented below:

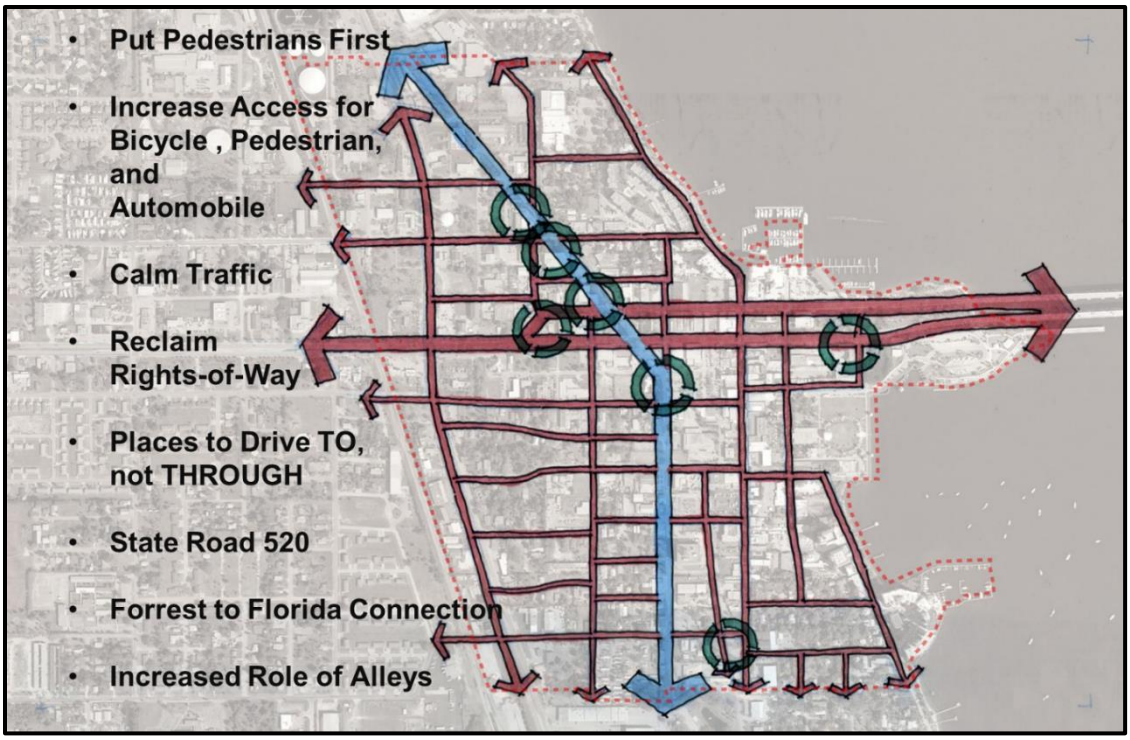
Framework I - *Connect the River to the City*



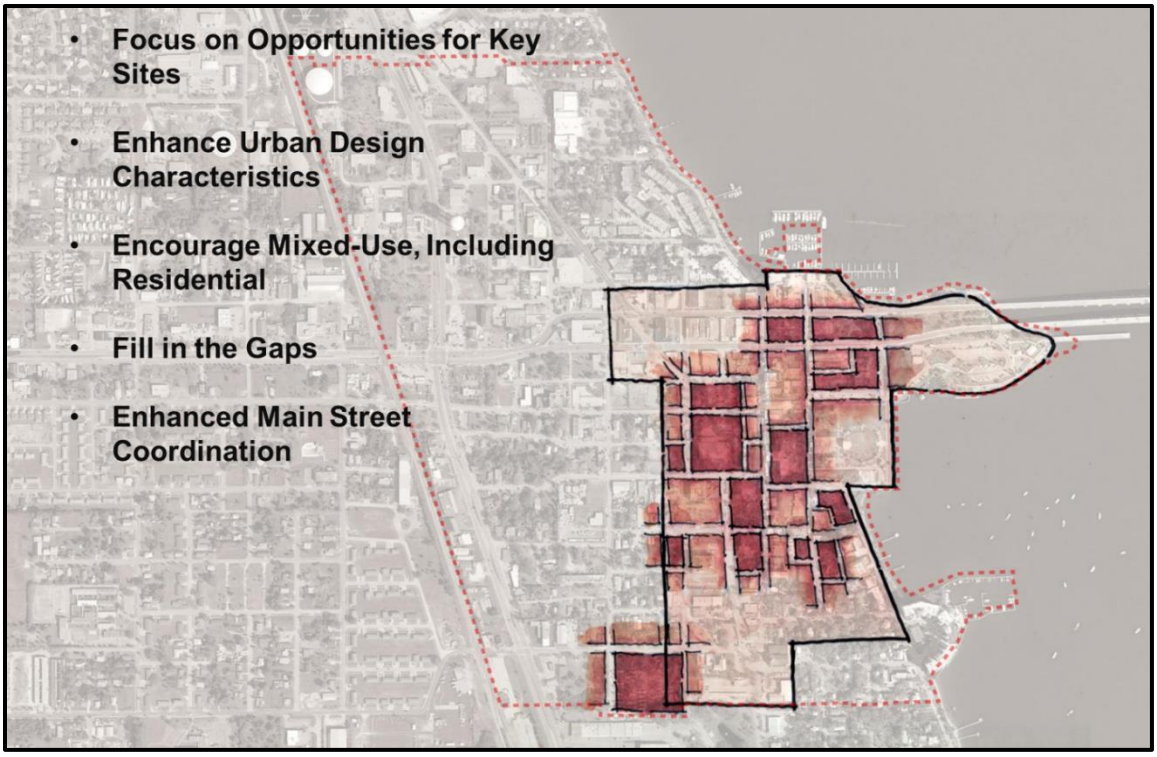
Framework II - *Enhance and Connect Open Space*



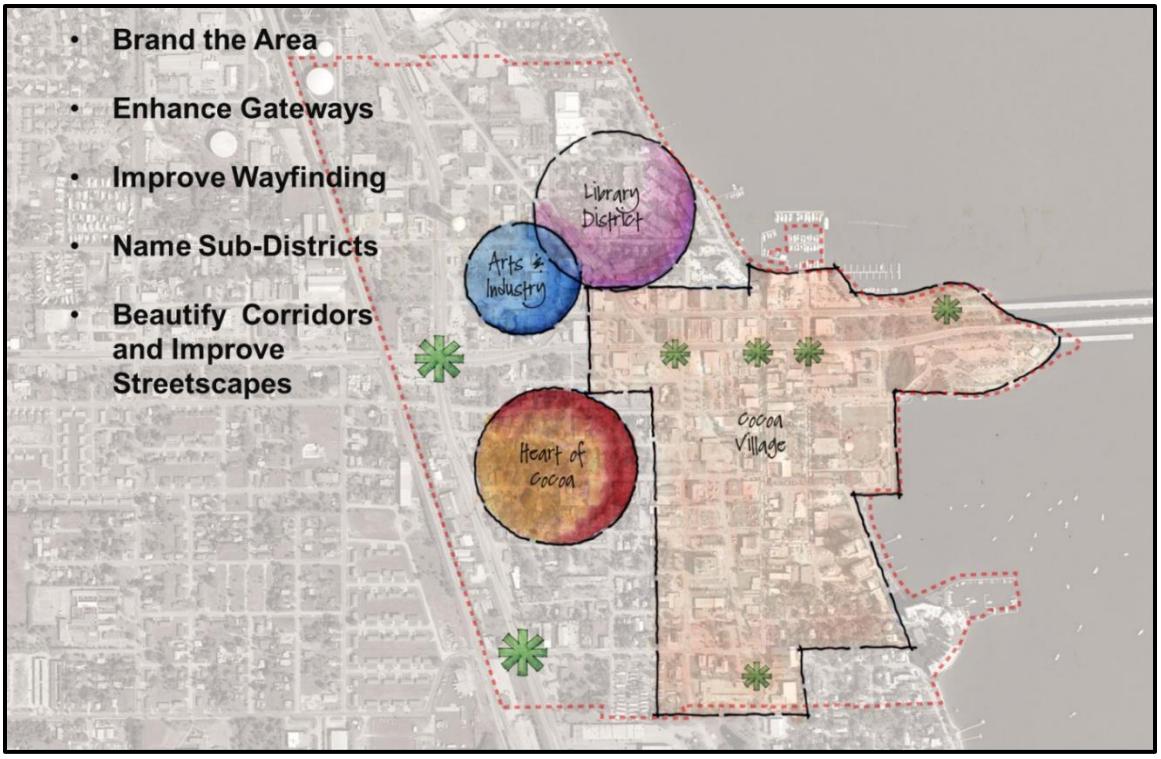
Framework III - *Livable Approach to Streets and Traffic*



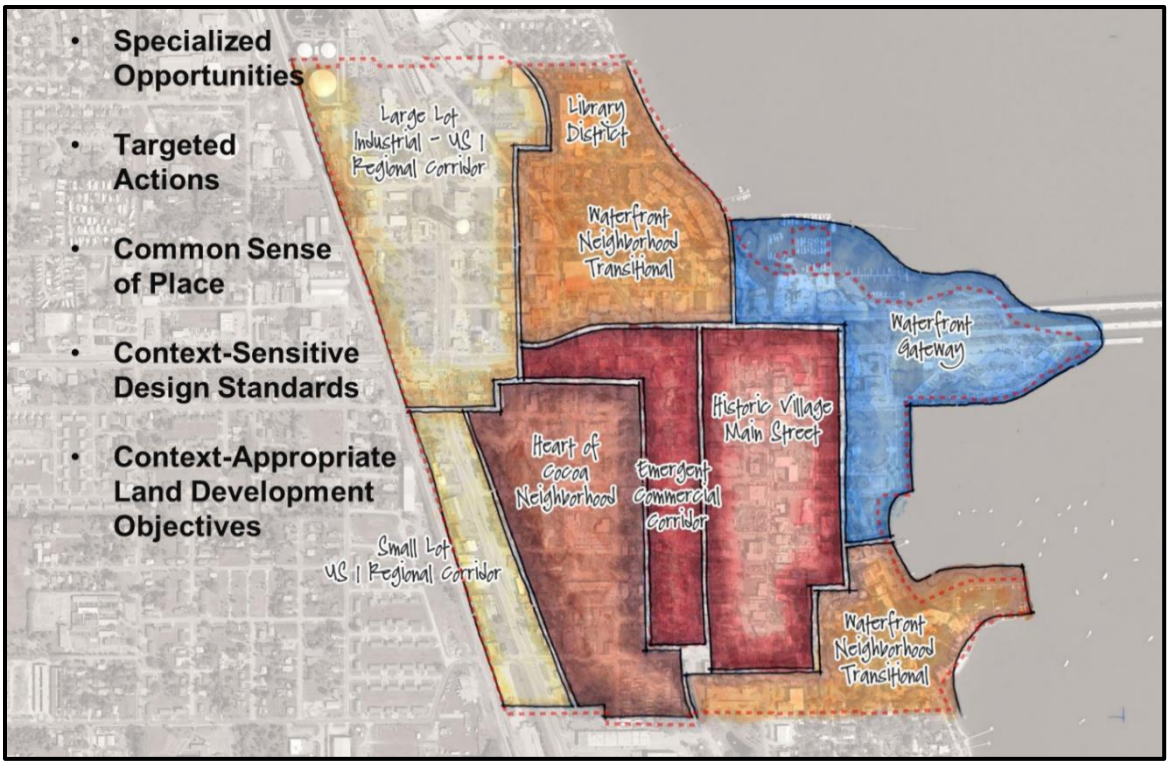
Framework IV - *Expand Main Street District-Wide*



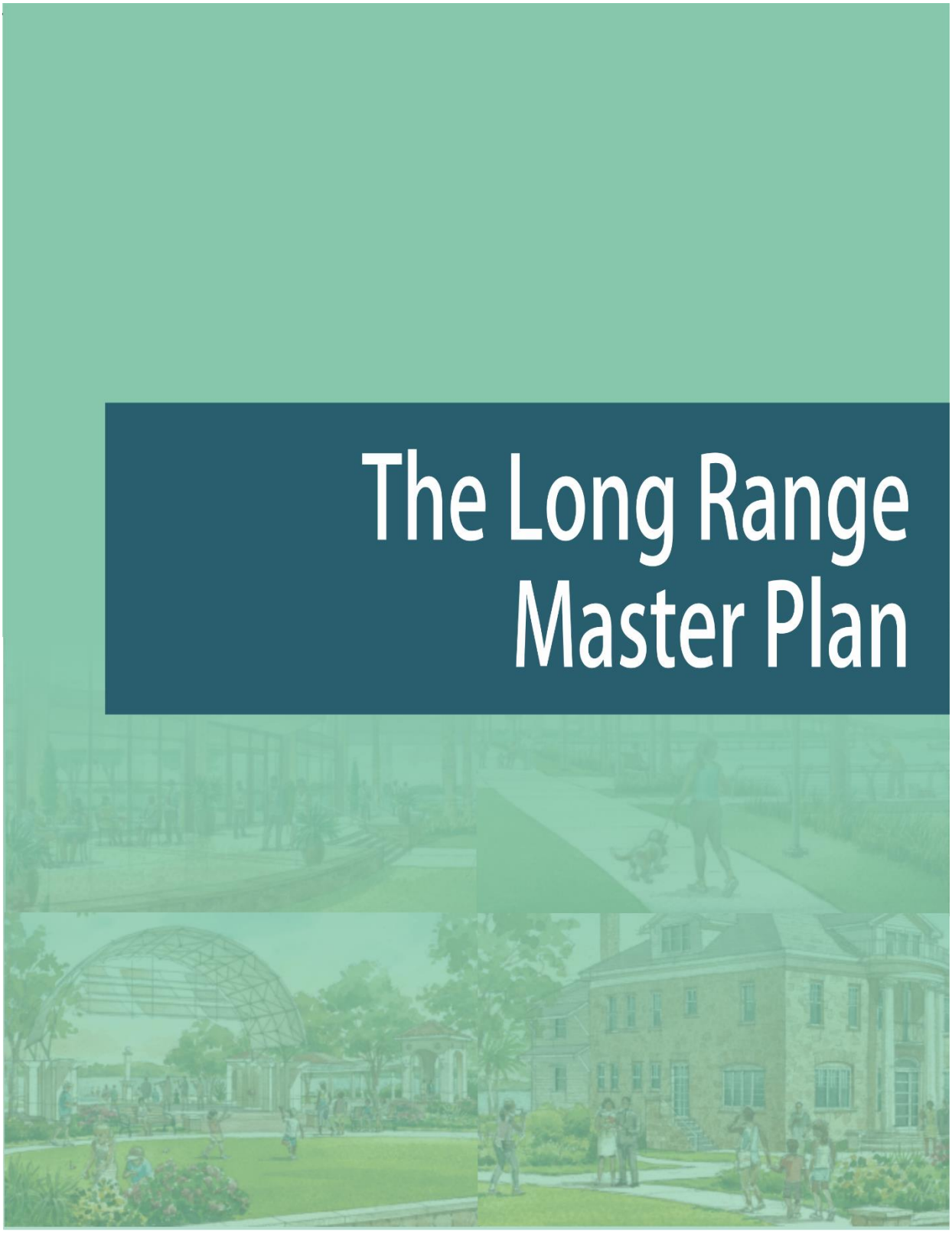
Framework V - *Enhance the Village Arts Image*



Framework VI - *Enhance the Sub-Districts*



PART IV



Long Range Land Use Concept Plan

OVERVIEW

The Long-Range Master Land Use Plan was developed as a guideline for promoting the sound development and redevelopment of the properties in the Cocoa Redevelopment Area. The plan should be updated and revised based upon changes in the economy, public concerns, and private development proposals. The plan seeks to translate economic development strategies into a physical form with minimal impact to natural and cultural resources. The significant aspects of the plan are listed below.

- The plan locates where the major economic base land uses (industrial / office / commercial) should be in order to best attract prospective businesses, and at the same time be well integrated into the desired future transportation and land-use patterns.

- The plan locates and plans for a transportation system that can accommodate the future growth patterns without costly retro-fit and renovation widening projects.

- The plan allocates areas of residential densities that: work with the loading of future roadway networks; are compatible with the existing community structures of each area; are respectful and compatible with adjacent land-uses; minimizes commuting distances and reinforces future public transportation options, offers a diverse range of housing opportunities for all income ranges and lifestyles.

- The plan locates commercial sites based upon expected market demands and reasonable residential service areas.

- The plan provides for the location and size of parcels of land to be set aside for schools, parks, and other community services. This eliminates the costly and awkward approach of having to retrofit these essential amenities later.

- The plan provides a tool for the RDA to promote economic development by showing prospective corporate entities locations of parcels that have been set aside for their purpose, thereby reducing the developers risk and permitting hurdles when coming to the community.

- The plan provides a holistic means for the RDA to guide the approvals of new developments based upon an agreed upon strategy.

- The plan allows the RDA to make capital improvements projections based upon known future public project needs, demands, and proposed locations.

COCOA VILLAGE

While already a strong center of the community, the Village requires improved visual and physical accessibility and a strategic plan for revitalizing under-utilized private properties. The major initiatives recommended include a focus on public infrastructure and private development incentives. Enhancement to wayfinding and signage is desired along the periphery of Cocoa Village. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. Identification of key gateway locations on the periphery of the Village, acquisition of easements from property owners and gateway architecture and development of a signage/wayfinding package are recommended. In addition, conversion of one-way streets to two-way and streetscape improvement for aging streets are recommended. Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites.

The Cocoa Village historic commercial area could be visually and spatially one of the finest in the state of Florida. Clearly, this asset needs to be stabilized economically and preserved and enhanced visually in order to maintain it as the thematic heart and soul of the City. The historic character of this part of the City should always set the tone for the quality of life draw for the City's future growth and development. The CRA needs to continue with the remarkable strides it has made over the past few years to maintain the character of the area.

From a land use standpoint, the redevelopment strategy for this area should be to encourage the in-fill of vacant buildings and sites with new retail commercial businesses that are compatible with the historic boutique specialty shops that already exist in the area. The architecture of these buildings should be historic Cocoa in nature and be built on the ROW with new setbacks; similar to the older historic buildings. An effort should be made to encourage the occupancy of the second floor space with residential and office uses. This goal should be encouraged for both existing as well as new in-fill buildings.

The CRA needs to continue to promote the village as an activity center and provide assistance to the existing businesses in the area of marketing, product venues and display, façade renovations, etc. An on-going recruitment program needs to be in place to continually bring in "specialty or boutique" retailers into the downtown. The synergy that is developed by creating a concentration of quality, one-of-a-kind merchandisers into the village will help everyone.

The properties between Florida Avenue and Brevard Avenue are situated on top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie Highway Alignment due to its high and dry condition. This same condition of high elevation also makes it ideal for the future location of multi-story buildings. Multi-storied buildings would have magnificent views toward the water looking out over the village below. As the market continues to become receptive and attractive, these sites should eventually be redeveloped into mixed-use office buildings or residential condominiums. In either case, they should have retail space on the ground level to be oriented toward either Brevard Avenue or Florida Avenue. These existing sites are currently occupied by the telephone and power company. These are uses that are extremely difficult to relocate.

In addition to relocating utility companies, as previously mentioned overhead utilities, managing stormwater, inadequate lot sizes, and several properties determined to be environmentally constrained

as they are contaminated or suffer from the perception of contamination, all pose challenges to redevelopment. For these reasons, this is a long range proposal.

Gateways and Signage

Along the periphery of Cocoa Village, enhancement to wayfinding and signage is desired. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. The CRA should identify key gateway locations on the periphery of the Village and acquire easements from property owners and design gateway architecture and develop a signage/wayfinding package.

Streets

Two major ideas that precipitated from the Design Workshop were conversion of one-way streets to two- way and streetscape improvement for aging streets. Recommended programs and capital projects include:



1 Existing one-way condition on Brevard Ave. Motorists use two lanes as one; rarely is the second lane utilized for thru traffic

- Two-Way Street Conversion: Initiate a transportation study for two-way conversion of one-way streets: Brevard Ave., Delannoy Ave., Oleander St., River Edge Blvd., and Brevard Court, including the overall traffic network for the entire Village.



2 Potential Cocoa Village designated loading zones showing loading/unloading point and service area (yellow halo)

- Traffic Circle: Redesign Rosa L. Jones Boulevard Traffic Circle as a true square with a gateway park.
- Two-Way Access to River Edge Blvd./SR 520: Study the feasibility of a traffic signal and two-way access to/from River Edge Boulevard to east and west bound SR 520.
- Streetscape Reconstruction: Initiate streetscape reconstruction projects for Brevard Ave. and Delannoy Ave. – refurbishing the corridor of Rosa L. Jones Boulevard.
- Street Tree Program: Consider a Village-wide street tree program for installing new and replacing failing trees.
- Loading Zones in the Village: Designated loading zones on alleys and side streets for deliveries during peak hours to relieve retail streets from congestion by large trucks. Explore the possibility of adding ride-sharing sites to the loading zones.

Catalyst Mixed-Use Development Sites

As the real estate market continues to express interest in the Cocoa CRA, assessing the existing building occupancy in Cocoa Village and determining which sites are best positioned to redevelop as market conditions improve is recommended. There are several key development sites that are currently under-utilized due to outdated land use or building design and the following suggestions resulted:

- 603 Brevard Avenue (former City Hall site): Study site development options and potential public/private development venture on the former City Hall site at the corner of Factory Street and Brevard Avenue.

- 430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue.

- 100 Delannoy Avenue (former branch office of SunTrust Bank): SunTrust consolidated and redeveloped its branch office on its former drive-thru site and sold the former branch office site. Work with the current property owners to determine highest and best use for the site.

HEART OF COCOA

The Heart of Cocoa neighborhood (HCN) has tremendous historical significance to the City of Cocoa especially the African-American community. The City and the CRA have made a substantial financial investments in the HCN and has adopted policies and programs in furtherance of the Federal Consent Decree. The City has taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. Private investment in the HCN has not been as significant as projected. New private and public investment projects have recently materialized on properties adjacent to and near the HCN. City staff is optimistic the proposed redevelopment projects will serve as the catalyst for future private investment within the HCN. The City and CRA continue to affirmatively embrace and enforce the provisions of the Substitute Consent Decree as it serves as the instrument to maintain the residential and historical character of the HCN.

The Substitute Consent Decree

Due to a previous federal lawsuit in which the City and CRA were defendants, the Heart of Cocoa area is a subject to an original federal consent decree which was substituted with a revised Substitute Consent Decree. The Substitute Consent Decree was prepared approved by the Federal District Court on January 28, 2009. The City and the CRA are parties to the Substitute Consent Decree, and the terms and conditions of the Substitute Consent Decree is binding upon the City and CRA. The Substitute Consent Decree entirely replaced the original Federal Consent Decree and rendering the original Consent Decree obsolete. Critical provision of the Substitute Consent Decree which will preserve and enhance the residential character of the Heart of Cocoa neighborhood, as well as facilitate redevelopment include:

1. Zoning. The City will maintain the low-density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. CRA's Redevelopment Plan. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing

programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single-family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of neighborhood amenities within the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Blvd.

Redevelopment Goals and Objectives

In pursuit of accomplishing substantial improvements in the CRA, the following goals and objectives were established based on community input and approval. They provide the framework and general guidelines needed to direct decision making that will enable redevelopment activities that are consistent with the primary intentions of the community.

REDEVELOPMENT ADMINISTRATION

Goal I

Utilize the administrative and financial mechanisms necessary to achieve the goals and objectives of the Cocoa Redevelopment Plan as amended.

Objectives

1. The CRA should provide funding for staff and operational support for agency activities while concentrating tax increment revenues for funding capital improvements and other programs as approved in the Redevelopment Plan as amended and to leverage those revenues through grants, loans, or other financial mechanisms to expedite the completion of projects.

2. Enable the CRA to oversee the redevelopment planning process and to develop the appropriate strategies and policies necessary to implement the plan.

3. Promote effective communication and a cohesive, cooperative spirit among the various public and private leaders in the CRA using the talents of existing civic and merchant organizations and committees.

4. Utilize the above civic talents in conjunction with the Cocoa Main Street Program and Historic Cocoa Village Association to initiate desirable special events activities, to develop and implement sound marketing and promotion strategies and undertake public space improvement projects.

5. Ensure the provision of suitable public information services concerning all aspects of the redevelopment program through all forms of media, as well as neighborhood, merchant, and civic organization meetings.

6. Ensure the public of an on-going community communication process whereby the community is able to be involved in the development of new CRA policies and initiatives through public workshops and regular CRA board meetings.

REDEVELOPMENT POLICY

Goal II

Eliminate slum and blight conditions, which constitute an economic and social liability as defined by Florida Statute 163, in the redevelopment area.

Objectives

1. Eliminate dilapidated and unsafe structures through the continuation of the City's Demolition Program, where it is deemed appropriate.

2. Encourage the repair of existing substandard structures through enforcement of the City's Codes and the provision of financial incentives for rehabilitation and facade improvements, if possible.

3. Eliminate unsanitary and unsightly outside storage conditions through proactive code enforcement and revisions to the City's Zoning Codes.

4. Eliminate nonconforming uses that detract from the character of the community hindering investment opportunities through negotiation, acquisition, exchange, transfer of development rights, zoning changes or any other available means assuming the property owner voluntarily consents.

5. In cooperation with property owners, encourage the consolidation of nonconforming parcels of land into parcels of adequate size to accommodate new construction encouraging stable growth in those areas deemed appropriate.

6. Through successful implementation of projects and programs as described in the Redevelopment Plan, as amended, increase the tax base to generate additional revenue for the CRA.

Goal III

Prevent the future occurrence of slum and blight.

Objectives

1. As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.

2. Work with the City's Community Services Department to formulate economic development strategies for the district that will ensure future economic stability and incorporate those strategies in this plan.

3. Create programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment district thereby increasing the tax base.

Goal IV

Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.

Objectives

1. Identify and cooperate with those property owners within areas designated for potential redevelopment projects to encourage their willingness to participate in those projects in a way that best benefits their personal interests as well as the public good.

2. Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.

3. Facilitate redevelopment transitions by developing appropriate relocation plans sensitive to the needs of those whose properties will undergo reuse activities.

4. Work creatively to provide incentives for private sector participation in redevelopment projects and programs, such as a Facade Grant Program.

ECONOMIC DEVELOPMENT

Goal V

Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.

Objectives

1. Establish public/private partnerships for redeveloping sites.

2. Improve the investment image of the CRA and utilize selected public actions to stimulate private investment.

3. Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.

4. Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.

5. Create investment opportunities which will increase the tax base thereby generating additional revenues to finance actions which support CRA goals.

6. Encourage the development of businesses in the area that are competitive in the region and encourage consumers to "buy local".

Goal VI

Market the CRA as a major destination point in the Central Florida Region.

Objectives

1. Promote the CRA as the center of the City's unique economic activities and market its assets.

2. Work to ensure sufficient funding for marketing that may include national campaigns as well as local and regional promotional efforts.

3. Maximize marketing opportunities in conjunction with other promotional organizations such as the Tourism Development Council and Historic Cocoa Village Association.

4. Project the image of the redevelopment area as a safe and exciting place to go while encouraging both business and family-oriented patronage.

5. Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

FUTURE LAND USE

Goal VII

Establish a land use pattern that reflects the CRA as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships.

Objectives

1. Promote and locate strategic land use activities of regional importance, such as museums, within the CRA to attract visitors to the area and capture additional market opportunities, while reinforcing the unique character of the CRA.

2. Develop land uses and patterns that compliment and strengthen existing activity centers such as the waterfront and Cocoa Village providing linkages between those areas and proposed redevelopment projects.

3. Formulate future land use strategies on the premise of sound market analysis and demographic research.

Goal VIII

Encourage innovation in land planning and site development techniques.

Objectives

1. Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

2. Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

3. Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

4. The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal IX

Provide aesthetic improvements and way-finding measures to increase the sense of community identity.

Objectives

1. Sign regulations should address the size, type, location, and amount of signage for the purpose of minimizing visual clutter, enhancing community character, and maximizing the flow of clear information to pedestrian and automotive traffic.

2. Develop sign regulations and standard design guidelines for store frontages and establish programs that provide incentives for voluntary compliance with new construction and retrofitting of existing signs and structures, where financially feasible.

3. When undertaking streetscape improvements, new private construction, and building rehabilitation, place utility lines underground where it is financially feasible to improve visual qualities.

4. Utilize a variety of beautification techniques to provide comfortable, pleasing, and healthful work, leisure, residential, and shopping environments.

5. Develop urban site design, landscape design, and architectural design guidelines for new and redevelopment projects.

6. Prepare landscaping, streetscaping, and lighting plans for public spaces to strengthen the historic character of the CRA and encourage the use of these features when negotiating private sector development plans.

Goal X

Make the protection of the historic character of the CRA a priority in all development activities.

Objectives

1. Encourage the retention and preservation of landmarks and historically significant structures.

2. Encourage the continued identification, analysis, and preservation of the CRA's historical resources.

3. Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.

TRANSPORTATION

Goal XI

Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community.

Objectives

1. Assess existing traffic patterns and pursue any automotive transportation improvements, which may include vacating right of ways, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will increase traffic capacity and traveling convenience.

2. Create a parking system to support existing activities as well as increased demands as new development occurs in the CRA taking into consideration quantity, location, and design of such facilities.

3. Minimize the impacts of increased traffic and activity levels in residential areas.

4. Provide adequate loading and unloading zones for goods with minimum disruption of through-traffic.

5. Work with area wide mass transit providers including SCAT, taxi services, real time sharing, other modes of transit, and shuttles to encourage the expansion of an efficient mass transportation system.

6. Create a safe, secure, appealing, and efficient pedestrian system linking all major activity centers, parking facilities, and other interchange points.

7. Encourage pedestrian and bicycle pathways through the CRA appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the areas environment through the use of landscaping and other visual treatments.

8. Take advantage of the waterfront in pursuit of less conventional modes of transportation such as dingy docks, day slips and a T-Dock.

9. Support the redevelopment of the former FEC Railway passenger station site at US 1 and Rosa Jones Blvd. to a possible All Aboard Florida Brightline Tier 2 Station.

Goal XII

The CRA shall support the development of parking strategies to support the transportation goals.

Objectives

1. The CRA shall encourage the City to seek a public-private partnership to help establish a multi-use, multi-level parking facility, if needed, to reduce traffic congestion and increase pedestrian safety, reduce the amount of surface parking lots and increase green space within the Central Business District.

HOUSING

Goal XIII

Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objectives

1. Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

2. The CRA shall continue to utilize local government partnerships with the private sector in order to improve the efficiency and expand the capacity of the housing delivery system.

3. The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

4. Encourage and incentivize home ownership opportunities, especially within the Heart of Cocoa.

5. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

PUBLIC FACILITIES AND SERVICES

Goal XIV

Provide necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the CRA.

Objectives

1. Work with all appropriate government and private utilities to ensure the provision of adequate services including electricity, telecommunications, cable television, water, stormwater, sanitary sewer, gas, and solid waste.

2. Work with the City's solid waste service provider to improve garbage and recyclable pick-up and removal within the redevelopment area, increasing the level of service, providing convenient locations for disposal and increased services during special events.

3. Strategically locate well designed public restrooms that retain the historical architectural features throughout the redevelopment area providing sufficient stalls for daily use as well as during special events.

4. Encourage the stabilization of neighborhoods within the CRA and maintain the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; stormwater management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

COASTAL

Goal XV

The natural resources of the City's CRA coastal planning area shall be preserved, protected or enhanced to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation.

Objectives

1. The CRA shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.

2. The CRA shall continue to promote appropriate land uses along the Indian River Lagoon consistent with the public need, while protecting natural resources.

3. The use of public funds for infrastructure improvements which subsidize increased development in the Coastal High-Hazard Area (CHHA) will be restricted to those projects which restore or enhance natural resources and/or part of the Cocoa CRA Plan.

4. The CRA shall continue to coordinate with other coastal cities and Brevard County to investigate and implement equitable measures to promote the provision or funding of public access ways to the Indian River Lagoon by new development.

5. The CRA shall cooperate with and assist St. John's River Water Management District (SJRWMD) and the Department of Environmental Protection (DEP) to continue to protect or restore the aquatic vegetation including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds or shoreline restoration. In addition, the CRA will protect the diversity of submerged and emergent aquatic vegetation and fish species as well as the quality of fresh water (estuarine), found in the Indian River within the zone between the Cocoa shoreline and the lntracoastal Waterway.

6. The CRA shall not encourage or promote shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat.

RECREATION AND OPEN SPACE

Goal XVI

Establish parks, recreation, open space, and beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant appealing atmosphere for working, shopping, touring, and residing in the district.

Objectives

1. Expand park and recreational opportunities as a means to leverage private sector development plans when deemed appropriate.

2. Seek parks, waterfront and open space grant funding when possible to leverage tax increment revenues to accomplish stated goals.

3. The CRA shall provide inter-connectivity between recreational facilities and the surrounding community.

Policy Objectives & Plan Strategies

ECONOMIC STRATEGIES

CRA/Merchant Associations/Tourist Development Council

- City and regional area should be strategically marketed with an emphasis on the Cocoa Village theme to increase visitation to the Village.

- Encourage marketing of village waterfront residential area as a quality waterside retirement and second home opportunity area.

- Promotion of regions quality outdoor recreational activities and affordability of quality retirement residential opportunities.

- Market Historic Cocoa Village as a destination to live, work and play.

- Build on legacy of historic waterfront shipping center for the citrus industry; special events, etc.

- Promote activities and sponsor events that benefit and enhance the tourism industry.

- Attract key niche market retailers, both local and regional, to the downtown area; then recapture local residents back to CBD.

- Encourage existing merchants to change their merchandizing approach to create the specialty market niche. Strive for after 5:30 pm nightlife mix.

- Work with existing retailers in joint venture marketing.

- Work to increase quality and quantity of major downtown special events, such as, HCVA Art & Craft Fairs, Mardi Gras, Holiday Festivals, Space Coast Marathon, 5K Runs, Movies in the Park, KBB Trash Bash, and HCVA Car Show.

CRA Staff

- Grants and subsidies should be sought to implement improvements to sub-standard housing within the Heart of Cocoa Neighborhood.

- Prepare grants feasibility study for public infrastructure public projects; streetscapes, park enhancements, and potentially a police sub-station within the CRA.

- Research bond or other financing mechanisms for feasibility of major public facility projects.

- Form public/private development agreements to assemble properties and develop key private business activity centers.

- Develop strategies to rehabilitate and create new living opportunities in the CRA area.

LAND USE PLANNING AND URBAN DESIGN STRATEGIES

City Planning Staff

- Achieve a mix of mutually supportive land uses in a compatible and functionally related arrangement in the downtown area to bring new shoppers to the area.

- Create a waterfront mixed-use center, which reinforces existing activity centers downtown and provides an attractive combination of building masses and open spaces.

- Screen and buffer conflicting large commercial uses close to commercial and residential.

- Utilize existing vacant land as an opportunity for redevelopment, assemble land for redevelopment purposes.

- Residential development, both multi-family and medium to high density should be encouraged in the downtown and low density in the Heart of Cocoa Neighborhood, where appropriate.

- Implement neighborhood planning, especially in the Heart of Cocoa Neighborhood.

- Prepare a corridor plan and guidelines for State Road 520 which addresses land uses, land development regulations, landscape codes, and architectural guidelines.

- Create peripheral City entrance treatments with signage and graphic theme on all direction approaches.

- Working with merchants and merchant associations, seek the reduction of confusion and visual clutter through the control of the size, placement, and related aspects of signage. Implement landscaping and signage codes and storefront guidelines.

- Develop corridor entryway designs within the CRA.

- Prepare a Capital Improvement Program master plan with phasing identified for implementation.

- Continue to proactively enforce City Codes, through the Chapter 6 Property Maintenance Code and the Building/Fire Code.

- Preparation of long-term parking strategies to accommodate existing and long-range development needs in downtown area.

GOVERNMENTAL / ADMINISTRATIVE / PRIVATE SECTOR STRATEGIES

The implementation of the plan for the community redevelopment areas surrounding downtown Cocoa will require the coordinated efforts of the City, the CRA, and local business organizations. These efforts will be coupled with the employment of various organizational, legal, funding, and promotional techniques to successfully implement the plan.

While leadership is a highly-intangible quality, it is the single most important factor for successful implementation of the plan for downtown Cocoa. This leadership must come from both the public and private sectors. Some projects will require considerably more leadership, effort, and collaboration than others because of their difficulty and/or importance to the overall revitalization program. Participation in a particular project will depend upon necessary powers and resources which must be brought to bear on the project for its successful implementation. Key leadership roles must be played by both the City and the Community Redevelopment Agency.

City Council and City Manager

- Provide commitment of public policy for CRA revitalization.

- Buy-in to redevelopment mission.

- Assist in implementation of scheduled projects.

- Commit to making the necessary basic public system improvements to the pedestrian and vehicular circulation systems by working with FDOT to upgrade SR520.

- Provide leadership and support for administrating public development controls and incentives to promote high quality private development; this will include zoning requirements and incentives and coordinated capital improvement programs.

- Continue to promote community revitalization as a fundamental economic development goal and strategy.

Community Redevelopment Agency

The Community Redevelopment Agency's primary leadership role will involve:

- Pursue redevelopment projects, activities and programs consistent with the Redevelopment Plan whether said projects, activities and programs are expressly set forth in the Redevelopment Plan or not so long as the redevelopment activities are consistent with the goals, policies, objectives and strategies set forth in the Redevelopment Plan and do not conflict with the Redevelopment Plan.

- Active and persuasive advocacy and initiation of downtown improvements within the redevelopment plan.

- Leverage its tax increment revenues and seek out grants to undertake community redevelopment activities consistent with the community redevelopment plan.

- Being the critical interface between the public sector and the private sector.

- Providing, on a day-to-day basis, the necessary continuity of effort and momentum to keep the revitalization program moving toward its goal.

- Promoting downtown revitalization and informing the community of its progress.

- Ensuring implementation of scheduled projects.

- Ensure adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

- Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the City deems necessary to effectuate the purposes of F.S. 163.362.

- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the CRA.

Private Sector

- Essential private sector leadership must come from the Community Redevelopment Agency, local banks, real estate, and development entrepreneurs within the community.

- A unified downtown merchant's advertising program, coordinated storefront and signage improvements, downtown promotional activities and festivities and a shopper's parking guide.

- The leadership role of local banks will involve providing financing for private developments. A consortium will be established to provide a revolving loan pool at below market interest rates for certain downtown improvements.

- Private real estate and development leadership must provide necessary entrepreneurial vision and initiative that will create profitable enterprises and an attractive redevelopment of downtown.

COORDINATION BETWEEN COUNCIL / CRA / PRIVATE SECTOR

To have a strong redevelopment program, it is a must to first establish lines of communication between all sectors and facets of the community. The Community Redevelopment Plan starts that relationship, but does not fully develop their roles. First, each of the CRA members must take on a specific area of responsibility which will become one piece of the puzzle in which the redevelopment plan will be implemented. Second, the CRA members must act in a leadership role for each committee to retain their focus. The CRA Chairman will be a member of all committees, as well as the liaison to the City Council on all matters regarding the redevelopment plan. The City Council must support the CRAs activities and provide a strong framework in which the CRA is able to carry out the redevelopment plan. Conflicting agendas between organizations will not assist in the redevelopment process to positively affect Cocoa. The key is communication and working together.

Capital Improvements Plan

COCOA CRA PROJECTS IMPLEMENTATION PLAN

The proposed Cocoa Redevelopment Plan, as amended, contains major projects consisting of public, private, and joint public/private efforts that will take at the entire duration of the CRA for completion. It is critical that the CRA incorporates a sound project implementation strategy when identifying priorities to accomplish the most effective results in terms of addressing the community's needs, while stimulating private sector involvement to obtain a favorable return on the public sector's financial investment. The following implementation strategy sets forth recommendations concerning project priorities, funding sources, and preliminary courses of action for each of the projects. To streamline the process and simplify the presentation, project priorities have been reduced to the ensuing three categories.

- **High Priority Projects:** Those that should be implemented immediately and should be completed within one to three years.
- **Medium Priority Projects:** Those to be completed within three to seven years.
- **Low Priority Projects:** Those that will take seven to 10 or more years.

While these recommendations set the standard for departure from program planning to implementation, it is important that the program is flexible enough to take advantage of unforeseen opportunities such as private sector development initiatives or newly created government programs and funding sources, which may provide additional leverage for tax increment financing. Project numbers coincide with the base map.

The Cost of Redevelopment

The following table contains an estimate of total public costs to the City, the County, the CRA, and other agencies of the City of Cocoa for redevelopment projects/programs and for capital improvements with the Community Redevelopment Area. Cost projections for on-going long term programs are given for a five-year time period only and will be amended accordingly as this plan is continually updated.

Other CRA Projects, Activities and Programs

Although the Redevelopment Plan proposes major projects, this Plan does not identify all CRA redevelopment projects, activities and programs that can be pursued by the CRA in accordance with the powers vested in the CRA by law. The CRA must remain flexible to address new redevelopment projects, activities and programs as opportunities arise. Therefore, this Redevelopment Plan is not intended to limit or prohibit the CRA from performing other redevelopment projects, activities and programs not expressly set forth in this Redevelopment Plan, provided such projects, activities and programs are consistent with the redevelopment goals, policies, objectives and strategies set forth in this Redevelopment Plan, and the powers vested in the CRA by law. Expenditures by the CRA for such projects, activities and programs are permissible to effectuate the implementation of this Redevelopment Plan.

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
A	**WATERFRONT PROJECTS**					
1	**Living Breakwater**			$4,500,000.00	Fund $100,000 for a feasibility analysis. 6 Islands (10-15 ft x 200 lf ea)	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	Low	7-10 Years	**$6,345,000.00**	**TOTAL: 10% Design + 10% Permitting + 21% Inflation based on 5+ years**	
2	**North Mooring Facility + Pump Out vessel & facilities**			$200,000.00	ISS to work w/ATM on approximate cost of Mooring + Pump Out. City has existing info and prepositioning with Agencies. Need to start with re-initiating feasibility. Assumed 20 mooring stations, include sewage pumpout and water taxi landing.	Investigate feasibility of a mooring field fronting the bulkhead of Riverside Park, (consider public/private partnership for subsidizing construction)
3	**Submerged Land Lease Query**				Submerged Land Lease Query	
	Total w Design / Eng, Permit & Contingency	Medium	3-5 years	**$288,000.00**	**TOTAL: 15% Design + 15% Permitting + 14% Inflation based on 3-5 years**	
4	T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction				Assumes floating concrete w/aluminum gangways	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
				$670,000.00		
	Total w Design / Eng, Permit & Contingency	High	1-2 years	**$804,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
5	**Dinghy Dock**	High	1-2 years	**$108,000.00**	Assumes fixed concrete dock. Wood = $56k. Aluminum = $74k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$147,960.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
6	**Day Slips**	High	1-2 Years	$315,000.00	City/CRA has identified a budget and needs to modify the permit because the prior stucture is gone. Assume fixed concrete piers. Wood = $164k. Aluminum = $214k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$415,800.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
7	**New Fishing Pier, East Lee Wenner**			$225,000.00	Assumes 1500 sf. Assumes fixed concrete. Wood = $117k. Aluminum = $153k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$308,250.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
8	**Shoreline Stabilization**			$700,000.00	Number will vary dependent extent of stabilization. Costs from recent CPA project.	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$819,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
	SUBTOTAL Waterfront Projects			**$9,128,010.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
B	**Lee Wenner Park**					
1	**New Civic Center**			$4,200,000.00	Begin by funding feasibility study - need Geotech (added $10-$20/sf for pilings)	CRA Reserves, Cocoa Reserves, and Financing
				$75,000.00	Market Assessment + Feasibility of New Facility	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$5,199,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
2	**Harbor Master Building**	Medium	1-2 Years	$800,000.00	Linked to the Mooring Field and completion of other dock, etc. Begin by funding feasibility / design/engineering	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$1,480,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Lee Wenner Park Renovation**			$700,000.00	Parking, Utilities, Striping, Paving, Stormwater, Trails, Landscape & Irrigation	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Design & Engineering			$175,000.00	15% Design + 10% Permitting	
				$49,000.00	7% Contingency	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$924,000.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
4	**Large Vessell Docking Pier**	Low	7-10 years		Retrofit the former drawbridge causeway with a lower deck to function as a pierfor docking larger overnight passenger vessels	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	SUBTOTAL Lee Wenner Projects			**$7,603,000.00**		
C	**Downtown Park**					
					Future - Playground Renovation, Picnic Pavilions, Surfacing, Landscape & Irrigation, Gateway	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
1	**Taylor Park Renovation**			$250,000.00		
	Total w Design / Eng, Permit & Contingency	Low	5-7 years	**$335,000.00**	**TOTAL: 15% Design + 5% Permitting + 21% Inflation based on 5+ years**	
2	**Promenade Reconstruction**			$400,000.00	FEMA + FIND reimbursement funding is available. Up to $1.7M is avail for Tdock, Dayslips and boardwalk. Demo, Paving, Swings, Landscape & Irrigation, Gateway (25'x600' = 15,000 sf x $25/SF)	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years, Start Now	**$556,000.00**	**TOTAL: 20% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Promenade Overlooks**			$100,000.00	Demo, Decking, Railing, Site Furnishings	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$134,000.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
					After Civic Center Development, Demo Civic Center($12-$15/sf)	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
4	**Porcher House Lawn & Garden**	Medium	3-5 Years	$350,000.00	Garden Pathways, Landscape & Irrigation	
	Total w Design / Eng, Permit & Contingency			**$469,000.00**	**TOTAL: 15% Design + 5% Permitting + 14% Inflation based on 3-5 years**	
5	**Support Building for Amphitheatre**	High	1-2 Years	$360,000.00	Catering Kitchen, Green Room, Restrooms	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency			**$482,400.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
6	**Harrison Street Streetscape**	Low	5-7 Years	$850,000.00	Streetscape Project is in design phase	
	Total w Design / Eng, Permit & Contingency			**$1,088,000.00**	**TOTAL: 5% Design + 2% Permitting + 21% Inflation based on 5+ years The approved updated Waterfront Master Plan identifies this project. This project will enhance the walkability and safety of pedestrian, bicyclists and automobiles as well as much needed Stormwater management.**	**The Capital Cost is the portion being funded by the Cocoa CRA TIF. Split between the Utility Fund, Stormwater Fund and the Cocoa CRA (110) Fund.**
	SUBTOTAL Downtown Park Projects			**$3,064,400.00**		
	GRAND TOTAL all Waterfront Projects			**$19,795,410.00**		
C	**Overall Cocoa CRA**					
	Evaluate Site Design Standards	High	1-2 Years	**$ 100,000**	Determine if current site design standards for each district in the Cocoa CRA are providing the desired form of development and urban design quality envisioned by the community. Develop a regulating plan and standards for site development.	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total Overall Cocoa CRA Projects			**$ 100,000**	See Overall Cocoa CRA recommendations	
D	**US Highway One Corridor**					
1	Evaluate Site Design Standards				Evaluate adequacy of current Site Design Standards; include the US1 corridor in overall RDA evaluation of Site Design Standards	
	(See Overall Cocoa CRA Recommendations)	High	1-2 Years	Fee Included Above		
E	**Uptown District**					
	Industrial and Commercial Property				Initiate a street and sidewalk improvement program	
1	Street and Sidewalk Improvement Program	High	1-2 Years	$200,000		
2	Landscape Standards	High	1-2 Years	$50,000	Enforce landscape standards for industrial & commercial uses	
	Signage Regulations	High	1-2 Years	**N/A**	Enforce Signage Standards Consider provision for mixed-use buildings/projects (small office and retail). Support flex industrial building formats provided that site design standards are adopted	
	Land Use Plan Provisions	High	1-2 Years	**N/A**		
	TOTAL Uptown District Projects			**$250,000.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			**N/A**	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			**N/A**	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			**N/A**		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project** - CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	**N/A**	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
J	**Cocoa Village**					
	Gateways and Signage				Provide clear directions and gateways into the district along the downtown perimeter and within the Village.	**The CRA allocated $100,000 towards the design of the wayfinding project which was completed in FY 2015.**
1	Identify Gateway Locations and Develop Wayfinding Package	High	1-2 Years			
2	6 Forrest Avenue Entrance Feature	High	1-2 Years	$260,000	Develop and install a gateway entry feature at 6 Forrest Avenue to signify entry into Historic Cocoa Village.	
3	Gateways and Signage	High	1-2 Years	$490,000	The Cocoa CRA approved the Waterfront Masterplan, which included funding a Gateway Entry Feature, and funding implementation of the Wayfinding Plan. Total Waterfront Plan costs estimates were $750,000 at that time.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project**.**
	Total Gateways and Signage			**$750,000**		
K	**Streets**					
1	Rosa L. Jones Traffic Circle	Medium	3-5 Years	$1,500,000	Rebuild Rosa L. Jones Blvd. Traffic Circle as a true square with a gateway park	
2	Two Way Street Conversion	Medium	3-5 Years	$2,000,000	Study the feasibility of a traffic signal and two-way access to/from River Edge Blvd. to east and west bound SR 520	
3	Underpass beneath SR 520			$360,000	Currently under construction is a pedestrian connector underpassing Hubert Humphrey Bridge from Lee Wenner Park.	
6	Municipal Parking/Shared Parking Facilities/ On Street Parking	High	1-2 Years	$2,360,000	The construction of new on-street parking spaces within the existing street right of way in Downtown Cocoa Village. Other alternatives included partnering with private developers for provision of public parking spaces.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.Cocoa CRA/City General Fund
7	Street Tree Program	High	1-2 Years	$250,000	Consider a Village-wide street tree program for installing new and replacing failing trees	
8	Streetscape Reconstruction	High	1-2 Years	$750,000	Initiate streetscape reconstruction projects for Brevard and Delannoy, refurbishing the corridors	
	Total Streets			**$7,220,000.00**		
L	***Catalyst Mixed Use Redevelopment Sites***					
1	Former City Hall Site	High	1-2 Years	**N/A**	Currently in post RFP Development Agreement Stage to construct for a mixed use hotel/retail project	Private Sector Project Finacning or P3 Project
2	Bank of America Site	Medium	3-5 Years	**N/A**	Availability of site for development is becoming less constrained and should be pursued for mixed use zoning compliant multi-story development	Private Sector Project Finacning or P3 Project
3	Suntrust Bank Site	Medium	3-5 Years	**N/A**	Continue to support the study of the existing Oleander municipal parking lot as a future site for a parking garage with ground-floor commercial space	Private Sector Project Finacning or P3 Project
	GRAND TOTAL ALL PROJECTS			**$31,815,410.00**		

Sources of Redevelopment Funding and Financing

The following section provides a general review of potential sources of funding for redevelopment programs. In general, a variety of financing options are presently available to the Community Redevelopment Agency and the City of Cocoa. Among these are the following:

Tax Increment Revenues

Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is to be determined annually, is equal to 95% of the difference between: the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area, and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishing the Redevelopment Trust Fund. Both of these amounts are exclusive of debt service millage of the taxing authorities.

The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:

- *The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax for increment tax funds, and;*
- *The provision, by ordinance of the City, for funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.*

Redevelopment Revenue Bonds

The provisions of FS 163.385 allow the City of Cocoa or Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation" of the completed Community Redevelopment Area, the "tax increment", is used to finance the long term bond debt. Prior to the issuance of long term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

Direct Borrowing from the Commercial Lenders

The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the particular project(s) funding requirements, the CRA may utilize both short and long term borrowing. Although terms and conditions may have a direct bearing on use of a particular commercial lending institution, the CRA will generally attempt to attain the lowest available interest rate.

Special Assessment Districts

The City of Cocoa could also establish special assessment districts for the purpose of funding various neighborhood improvements within an area or for the construction of a particular project.

Business Improvement Districts

A business improvement district (BID) is a form of Special Assessment District, where areas are defined within which businesses or property owners pay an additional tax or fee in order to fund improvements within the district's boundaries. Grant funds acquired by the city for special programs and/or incentives

such as tax abatements can be made available to assist businesses or to recruit new business. BIDs may go by other names, such as business improvement area (BIA), business revitalization zone (BRZ), community improvement district (CID), special services area (SSA), or special improvement district (SID).

Florida Inland Navigation District (FIND)

The Florida Inland Navigation District (FIND) is a special State taxing district for the continued management and maintenance of the Atlantic Intracoastal Waterway (ICW), commonly referred to as M-95 marine highway. FIND grants funds for Waterway related projects that are be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, mooring fields, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. The City/CRA has received funding through FIND for the engineering, permitting, and construction of day slips, T docks, riverfront connector, and emergency reconstruction.

Florida Fish and Wildlife Conservation (FWC)

FWC has grant programs to enhance boating access and other boating-related activities from the Florida Boating Improvement Program (FBIP), funding for transient tie-up facilities for boats 26' or longer from the Boating Infrastructure Grant Program (BigP), assistance for removal of derelict vessels from the Derelict Vessels Removal Grant Program and other boating-related grant programs.

Other Marine related Grant Programs

Grant programs to fund aids to navigation, and other projects to enhance recreational boating in Florida as follows:

- Related Grant Programs External Website
- Clean Marina Program - DEP
- Coastal Partnership Initiative
- Florida Communities Trust - DEP
- Florida Recreation Development Assistance Program - DEP
- Greenways and Trails - DEP
- Stan Mayfield Working Waterfronts Program
- Waterfronts Florida Program - DEO
- Clean Vessel Act Grants – DEP

Federal Emergency Management Agency (FEMA)

For reconstruction purposes only, FEMA may provide disaster assistance to communities, whose public infrastructure has been damaged or destroyed as a result of a federally-declared disaster, and whose losses are not covered by insurance. It is meant to help with critical expenses that cannot be covered in other ways.

The New Markets Tax Credit
The New Markets Tax Credit program, or NMTC, attracts investment for real estate projects, community facilities, and operating businesses. New Markets Tax Credits are federal income tax credits used to encourage private investment in low-income communities around the United States, and may or may not be available in certain portions of the CRA.

Federal and State Housing Grants
Annually, the City receives Community Development Block Grant (CDBG) HOME Investment Partnership Program (HOME) and State Housing Initiatives Partnership (SHIP) Program funds. HOME and SHIP funds are restricted to housing repair or replacement and homeownership assistance. CDBG funds are committed to demolition of substandard housing units, housing rehab assistance, and public service agencies within the City, however most of the funds are expended within the City's low income target area, which includes much of the CRA. Over 80% of the total funds expended have been for the benefit of low and moderate income of residents.

Land Sales / Leases
The resale or leasing of such land to private developers can provide another source of income within the Community Redevelopment Area.

Contributions and Grants
Voluntary contributions by private companies, foundations and individuals are a potential source of income to the Community Redevelopment Agency under provisions of FS 163. Although such contributions may only account for a small portion of redevelopment costs, they do provide opportunities for community participation with positive promotional benefits.

Safe Neighborhoods Act – Chapter 163.502 FS
Neighborhood Improvement Districts created pursuant to the Act may request a planning grant from the state's Safe Neighborhood Trust Fund on a 100% matching basis. The district may also authorize to levy an ad valorem tax of up to two mills annually on real and personal property.

Revenue Projections

The accompanying table provides a twenty-three (23) year projection of tax increment based revenues into the Redevelopment Trust Fund. This Fund is the depository for all TIF revenues generated within the Community Redevelopment Area. Based on estimates of the current property valuations, millage rates and assuming a conservative annual increase of 1.75% in tax increment value, it is estimated, not including new construction, that the total tax increment revenue will reach approximately $1.4 million over the next five (5) years. New construction and private redevelopment projects will enhance taxable values that could generate up to $3 million by the year 2041. This estimate is believed to be conservative since it does not include revenues specifically generated by the redevelopment projects described in this plan. These projects will increase the total tax increment as they are completed and entered on the tax rolls.

The CRA continues to expand its redevelopment efforts into the surrounding community. Starting with just a few projects, the CRA has increased its activities to include over two dozen projects and programs. It must be noted, however, that this increased commitment is not without costs. Consequently, the CRA's overall program has outgrown the limited funding provided by TIF revenues. To continue its redevelopment effort and provide adequate funding for its various projects and programs, the agency must now turn to long-term borrowing, public-private partnerships, and possibly public-public-private partnerships. As previously mentioned, leveraging TIF revenues with grant opportunities will lower capital contributions on the CRA and avail those resources to facilitate private capital investment. Since property values will inevitably increase as a result of its activities, this method of financing the CRA redevelopment effort can also be looked upon as an investment in future TIF revenues.

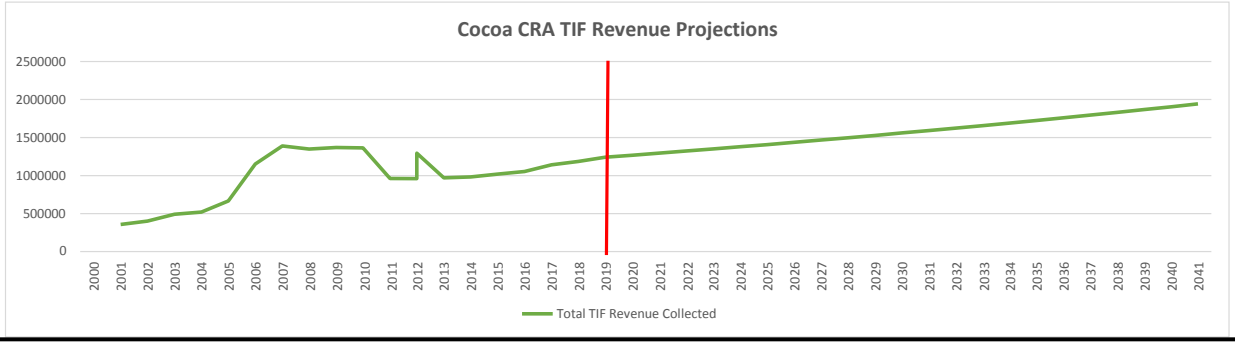
Tax Increment Revenue Projections - Cocoa CRA

Fiscal Year	CRA Taxable Value	Less Base Value (1981)	Total Taxable Value Subject to TIF (Tax Increment)	Total TIF Revenue	TIF Collectible Percentage	Total TIF Revenue Collected	Brevard County General Fund	District IV Rec	City of Cocoa
2000		$ 26,410,420			95%		0.00417810	0.00063640	0.00413210
2001	$ 68,902,380	$ 26,410,420	$ 42,491,960	$ 376,432	95%	$ 357,610.42	0.00410420	0.00062260	0.00413210
2002	$ 71,970,090	$ 26,410,420	$ 45,559,670	$ 422,621	95%	$ 401,489.58	0.00423030	0.00063910	0.00440680
2003	$ 81,250,510	$ 26,410,420	$ 54,840,090	$ 516,731	95%	$ 490,894.21	0.00449500	0.00052070	0.00440680
2004	$ 86,860,600	$ 26,410,420	$ 60,450,180	$ 545,579	95%	$ 518,300.24	0.00443440	0.00006207	0.00452880
2005	$ 102,144,720	$ 26,410,420	$ 75,734,300	$ 700,421	95%	$ 665,400.05	0.00412780	0.00059180	0.00452880
2006	$ 162,015,780	$ 26,410,420	$ 135,605,360	$ 1,211,864	95%	$ 1,151,271.20	0.00362490	0.00050920	0.00480260
2007	$ 191,600,060	$ 26,410,420	$ 165,189,640	$ 1,463,052	95%	$ 1,389,899.02	0.00385580	0.00043050	0.00457050
2008	$ 192,812,760	$ 26,410,420	$ 166,402,340	$ 1,419,046	95%	$ 1,348,093.58	0.00364400	0.00039470	0.00448910
2009	$ 179,097,160	$ 26,410,420	$ 152,686,740	$ 1,441,638	95%	$ 1,369,555.78	0.00371930	0.00037250	0.00535000
2010	$ 157,482,170	$ 26,410,420	$ 131,071,750	$ 1,436,179	95%	$ 1,364,370.41	0.00490630	0.00046960	0.00558130
2011	$ 131,306,380	$ 26,410,420	$ 104,895,960	$ 1,012,257	95%	$ 961,643.68	0.00427170	0.00041220	0.00496620
2012	$ 118,552,750	$ 26,410,420	$ 92,142,330	$ 1,009,622	95%	$ 959,140.84	0.00490630	0.00046960	0.00558130
2013	$ 116,259,430	$ 26,410,420	$ 89,849,010	$ 1,020,415	95%	$ 969,394.45	0.00490630	0.00046960	0.00598110
2014	$ 118,193,900	$ 26,410,420	$ 91,783,480	$ 1,033,822	95%	$ 982,130.50	0.00482390	0.00045870	0.00598110
2015	$ 122,092,370	$ 26,410,420	$ 95,681,950	$ 1,072,681	95%	$ 1,019,046.73	0.00468140	0.00055050	0.00597900
2016	$ 125,796,180	$ 26,410,420	$ 99,385,760	$ 1,108,827	95%	$ 1,053,385.69	0.00454970	0.00062810	0.00597900
2017	$ 135,052,692	$ 26,410,420	$ 108,642,272	$ 1,201,812	95%	$ 1,141,721.09	0.00436310	0.00072000	0.00597900
2018	$ 141,518,117	$ 26,410,420	$ 115,107,697	$ 1,248,389	95%	$ 1,185,969.57	0.00415500	0.00071140	0.00597900
2019	$ 149,354,167	$ 26,410,420	$ 122,943,747	$ 1,307,630	95%	$ 1,242,248.21	0.00394560	0.00071140	0.00597900
2020	$ 151,967,865	$ 26,410,420	$ 125,557,445	$ 1,335,429	95%	$ 1,268,657.53	0.00394560	0.00071140	0.00597900
2012	$ 154,627,303	$ 26,410,420	$ 128,216,883	$ 1,363,715	95%	$ 1,295,529.02	0.00394560	0.00071140	0.00597900
2022	$ 157,333,280	$ 26,410,420	$ 130,922,860	$ 1,392,496	95%	$ 1,322,870.77	0.00394560	0.00071140	0.00597900
2023	$ 160,086,613	$ 26,410,420	$ 133,676,193	$ 1,421,780	95%	$ 1,350,690.99	0.00394560	0.00071140	0.00597900
2024	$ 162,888,128	$ 26,410,420	$ 136,477,708	$ 1,451,577	95%	$ 1,378,998.06	0.00394560	0.00071140	0.00597900
2025	$ 165,738,671	$ 26,410,420	$ 139,328,251	$ 1,481,895	95%	$ 1,407,800.51	0.00394560	0.00071140	0.00597900
2026	$ 168,639,097	$ 26,410,420	$ 142,228,677	$ 1,512,744	95%	$ 1,437,107.00	0.00394560	0.00071140	0.00597900
2027	$ 171,590,282	$ 26,410,420	$ 145,179,862	$ 1,544,133	95%	$ 1,466,926.36	0.00394560	0.00071140	0.00597900
2028	$ 174,593,112	$ 26,410,420	$ 148,182,692	$ 1,576,071	95%	$ 1,497,267.55	0.00394560	0.00071140	0.00597900
2029	$ 177,648,491	$ 26,410,420	$ 151,238,071	$ 1,608,568	95%	$ 1,528,139.72	0.00394560	0.00071140	0.00597900
2030	$ 180,757,340	$ 26,410,420	$ 154,346,920	$ 1,641,634	95%	$ 1,559,552.15	0.00394560	0.00071140	0.00597900
2031	$ 183,920,593	$ 26,410,420	$ 157,510,173	$ 1,675,278	95%	$ 1,591,514.29	0.00394560	0.00071140	0.00597900
2032	$ 187,139,203	$ 26,410,420	$ 160,728,783	$ 1,709,511	95%	$ 1,624,035.77	0.00394560	0.00071140	0.00597900
2033	$ 190,414,140	$ 26,410,420	$ 164,003,720	$ 1,744,344	95%	$ 1,657,126.38	0.00394560	0.00071140	0.00597900
2034	$ 193,746,387	$ 26,410,420	$ 167,335,967	$ 1,779,785	95%	$ 1,690,796.08	0.00394560	0.00071140	0.00597900
2035	$ 197,136,949	$ 26,410,420	$ 170,726,529	$ 1,815,847	95%	$ 1,725,054.99	0.00394560	0.00071140	0.00597900
2036	$ 200,586,845	$ 26,410,420	$ 174,176,425	$ 1,852,540	95%	$ 1,759,913.44	0.00394560	0.00071140	0.00597900
2037	$ 204,097,115	$ 26,410,420	$ 177,686,695	$ 1,889,876	95%	$ 1,795,381.91	0.00394560	0.00071140	0.00597900
2038	$ 207,668,815	$ 26,410,420	$ 181,258,395	$ 1,927,864	95%	$ 1,831,471.07	0.00394560	0.00071140	0.00597900
2039	$ 211,303,019	$ 26,410,420	$ 184,892,599	$ 1,966,518	95%	$ 1,868,191.80	0.00394560	0.00071140	0.00597900
2040	$ 215,000,822	$ 26,410,420	$ 188,590,402	$ 2,005,848	95%	$ 1,905,555.14	0.00394560	0.00071140	0.00597900
2041	$ 218,763,336	$ 26,410,420	$ 192,352,916	$ 2,045,866	95%	$ 1,943,572.34	0.00394560	0.00071140	0.00597900

Note:

1.75% Projected Increment Increase post 2019

Assumed Millage Rates remain at current rate (2019-2041)



Five Year Redevelopment Program and Funding Allocations

This section of the Community Redevelopment Plan provides a ten-year funding program for the Planning, Redevelopment, and Community Improvement programs and projects which are identified within the Plan.

The accompanying table lists estimated project-specific net funding allocations for each CRA project. This table is for planning purposes only and is not a guarantee of expenditure of funds on a given project. Actual project allocations will be determined annually through the budget process. As priorities change, projects are deleted or new projects or programs are created, this table will be amended. It is intended that this process occur at least once annually, after adoption of the budget.

PROJECT COSTS AND TIMELINE

Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & facilities**	$ 200,000				→	→	→					
A3	**Submerged Land Lease Query**												
	Total w Design / Eng, Permit & Contingency	**$ 288,000**											
A4	T Dock with mix of fixed and floating piers + 250' extension. Include floating piers + concrete construction	$ 670,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 804,000**											
A5	**Dinghy Dock**	**$ 108,000**	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 147,960**											
A6	**Day Slips**	$ 315,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 415,800**											
A7	**New Fishing Pier, East Lee Wenner**	$ 225,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 308,250**											
A8	**Shoreline Stabilization**	$ 700,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 819,000**											
	SUBTOTAL Waterfront Projects	**$ 9,128,010**											
B	**Lee Wenner Park**												
B1	**New Civic Center**	$ 4,200,000	→	→									
		$ 75,000											
	Total w Design / Eng, Permit & Contingency	**$ 5,199,000**											
B2	**Harbor Master Building**	$ 800,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 1,480,000**											
B3	**Lee Wenner Park Renovation**	$ 700,000	→	→									
	Design & Engineering	$ 175,000											
	Total w Design / Eng, Permit & Contingency	$ 49,000											
		$ 924,000											
B4	**Large Vessell Docking Pier**									→	→	→	→
	SUBTOTAL Lee Wenner Projects	**$ 7,603,000**											
C	**Downtown Park**												
C1	**Taylor Park Renovation**	$ 250,000						→	→				
	Total w Design / Eng, Permit & Contingency	**$ 335,000**											

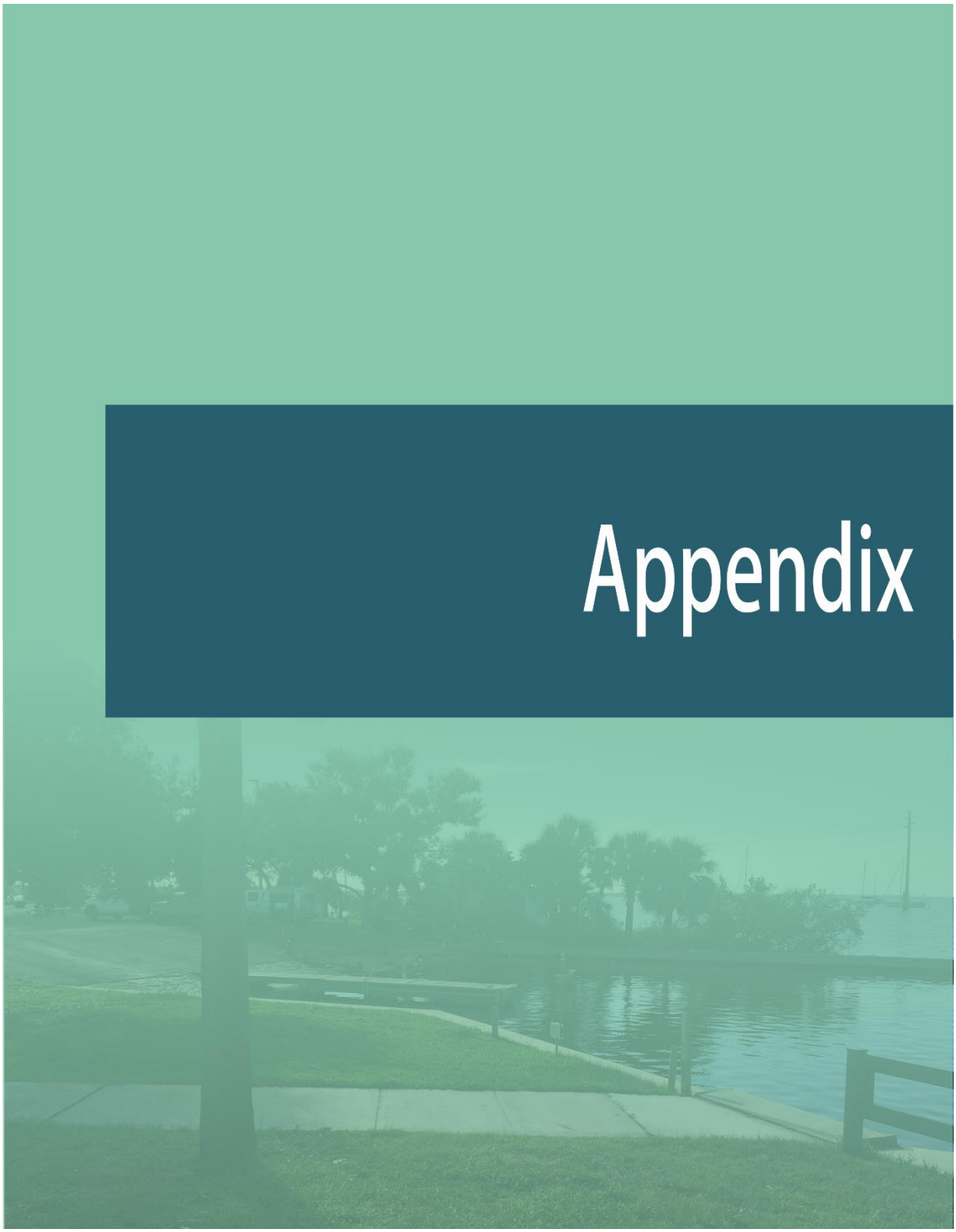
PROJECT COSTS AND TIMELINE continued

C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
C5	**Support Building for Amphitheatre**	$	360,000
	Total w Design / Eng, Permit & Contingency	**$**	**482,400**
C6	**Harrison Street Streetscape**	$	850,000
	Total w Design / Eng, Permit & Contingency	**$**	**1,088,000**
	SUBTOTAL Downtown Park Projects	**$**	**3,064,400**
	GRAND TOTAL all Waterfront Projects	**$**	**19,795,410**
D	**Overall Cocoa CRA**		
D1	Evaluate Site Design Standards	**$**	**100,000**
	Total Overall Cocoa CRA Projects	**$**	**100,000**
	US Highway One Corridor		
D2	Evaluate Site Design Standards		
	(See Overall Cocoa Recommendations)	Fee Included Above	
E	**Uptown District**		
	Industrial and Commercial Property		
E1	Street and Sidewalk Improvement Program	$	200,000
E2	Landscape Standards	$	50,000
E3	Signage Regulations		**N/A**
E4	Land Use Plan Provisions		**N/A**
	Uptown Residential Opportunity		
	TOTAL Uptown District Projects	**$**	**250,000**
F	**The Heart of Cocoa**		
	Workforce Housing and Community Development		
F1	Comprehensive Investment Strategy		**N/A**
	Public Parks and Infrastructure		
F2	Catalyst Park Site	**$**	**950,000**
	Total Heart of Cocoa CRA Projects	**$**	**950,000**

PROJECT COSTS AND TIMELINE continued

G	**Waterfront Neighborhood Infill Development**		
1	Single Family Infill	**N/A**	
2	Multi-Family Infill	**N/A**	
	Total Waterfront Neighborhood Infill Projects	**$ -**	
H	**South of Cocoa Village**		
H1	Residential Infill Node	$ 75,000	
H2	Major Mixed Use Node (Rockledge/Cocoa City Line)	$ 100,000	
	Total South of Cocoa Village Projects	**$ 175,000**	
I	**State Road 520 Corridor**		
I 1	King Street and Willard Street Improvements Option A	$ 975,000	
I 2	King Street and Willard Street Improvements Option B	$ 8,550,000	
I 3	Improve Intersections at King/Brevard & Willard/Brevard Streets	$ 1,600,000	
I 4	Promote Vehicular Cross Access from King or Willard Streets	**N/A**	
	Total SR520 Corridor Projects-Option A	**$ 2,575,000**	
	Total SR520 Corridor Projects-Option B	**$ 10,150,000**	
J	**Cocoa Village**		
	Gateways and Signage		
J1	Identify Gateway Locations and Develop Wayfinding Package		
J2	6 Forrest Avenue Entrance Feature	$ 260,000	
J3	Gateways and Signage	$ 490,000	
	Total Gateways and Signage	**$ 750,000**	
K	**Streets**		
K1	Rosa L. Jones Traffic Circle	$ 1,500,000	
K2	Two Way Street Conversion	$ 2,000,000	
K4	Underpass beneath SR 520	$ 360,000	
K6	Municipal Parking/Shared Parking Facilities/ On Street Parking	$ 2,360,000	
K7	Street Tree Program	$ 250,000	
K8	Streetscape Reconstruction	$ 750,000	
	Total Streets	**$ 7,220,000**	
L	***Catalyst Mixed Use Redevelopment Sites***		
L1	Former City Hall Site	**N/A**	
L2	Bank of America Site	**N/A**	
L3	Suntrust Bank Site	**N/A**	
	GRAND TOTAL ALL PROJECTS Option A	**$ 31,815,410**	
	GRAND TOTAL ALL PROJECTS Option B	**$ 39,390,410**	

APPENDIX



CFN 2018002912, OR BK 8063 PAGE 1885.
Recorded 01/04/2018 at 04:43 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:20

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

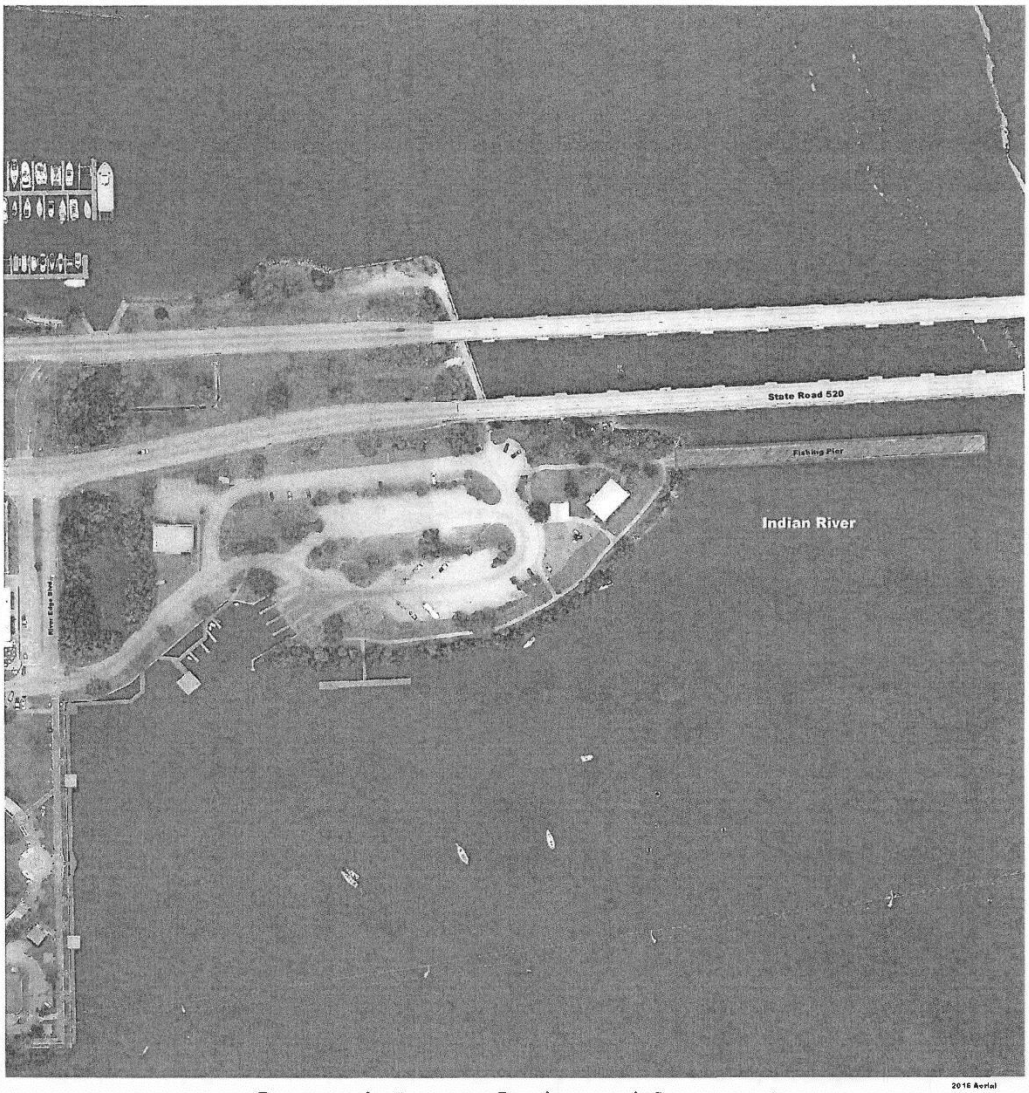
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



0 50 100 200 Feet

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

Deed Recorded 1/4/18

4

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25th **day of** July**, 2017, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").**

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have commitued to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in "EXHIBIT A." ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. **Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. **Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its 11/14, 2017 regular meeting.

ATTEST:

SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2996, Page 2876:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated [illegible] attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
By:
Curt Smith, Chairman
As approved by the Board 7/25/17.

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

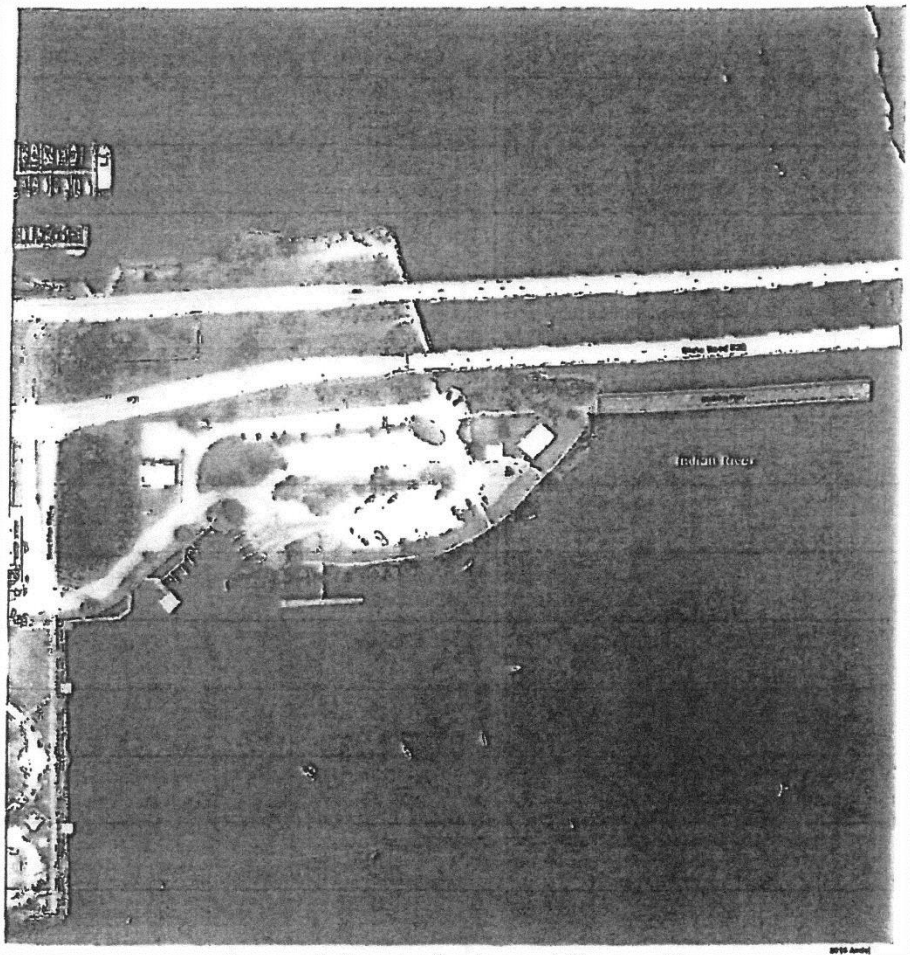
EXHIBIT "B2" TO THE COUNTY DEED



"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376;

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

Legislation Details (With Text)

File #:	18-514	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	10/15/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve Resolution No. 2018-097 establishing the Cocoa Police Community Relations Advisory Committee. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	Resolution 2018-097 Police Advisory Committee				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 15, 2018
Agenda Date: October 24, 2018
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Through: N/A
Requested Action:
Approve Resolution No. 2018-97 establishing the Cocoa Police Community Relations Advisory Committee.

BACKGROUND:

City Council will recall that the City's 2016-2021 Strategic Plan, identified "Crime" as a Strategic Issue, if not the most pressing, facing the City of Cocoa. Included in the "Crime" Strategic Issue is the objective, developed by the appointed community stakeholder committee, to create a Community Relations Council. Moreover, the City also engaged the services of the Center for Public Safety Management (CPSM) to conduct a comprehensive analysis of the Cocoa Police Department, which included both a workload analysis and operational review. One of the recommendations of the report was to establish a formal advisory group or committee to address community needs and police-community relations.

Consistent with the City's Strategic Plan and the CPSM recommendation, staff presented an overview of the models and variations of citizen review of police departments at City Council's Regular Meeting of September 11, 2018. Staff requested direction on reestablishing the former Cocoa Police Community Relations Advisory Board with a clearly defined role and scope and provided a recommended composition of the Cocoa Police Community Relations Advisory Committee.

City Council indicated it desired a model similar to the Melbourne Police/Community Relations

Council. Resolution 2018-97 achieves and provides similar, if not greater, opportunities for enhanced police and community relations, along with the added provision of Section 3(a)(8) of the Resolution providing a mechanism to promote and enhance transparency and accountability regarding police conduct. The City Manager's office believes the spurious accusations of "police misconduct" and the perceptions that "police misconduct" exists is rooted in a lack of public dissemination of the findings of internal affairs investigation reports involving the conduct of our police officers. Regardless of the findings, especially when an officer is exonerated or an allegation is not sustained, the general public is unaware and thus retains the perception that "police misconduct" is occurring. The City and the Police Department have undertaken several measures to enhance and demonstrate the City's commitment to providing law enforcement services with the highest degree of professionalism through the deployment of various technologies (such as body-cameras), increased training, and building community relations and partnerships. Additionally, the Cocoa Police Department continues to maintain being an accredited law enforcement agency by the Commission for Florida Law Enforcement Accreditation, an independent reviewing authority. Nonetheless, these actions alone have failed to address the perceptions that some continue to perpetuate that "police misconduct" exists and is tolerated within the Cocoa Police Department. Presenting the findings of closed internal affairs investigation reports involving the conduct of our police officers, at the appropriate time and at a public forum will promote and enhance the public's awareness of and confidence that the City's Police Department is committed to transparency and accountability and to serve every citizen equally, justly and impartially.

The Resolution provides for the establishment of the Cocoa Police Community Relations Advisory Committee with the role and scope, as set forth in the Resolution, limited to advising and making recommendations to the City's Police Chief, City Council or City Manager with the below objectives:

1. Providing a vibrant community discussion forum to foster understanding, communication and collaboration between law enforcement (including and especially the Police Chief and Police Department leadership team) and concerned individuals and citizens about a variety of law enforcement issues or topics of concern;

2. Identifying and addressing community policing needs and police-community relations in a positive and constructive manner;

3. Promoting successful programs, initiatives and strategies to reduce crime and improve community safety;

4. Promoting and increasing community involvement in successful community policing programs, initiatives and strategies to build trust and confidence between the community and the City's Police Department;

5. Informing and educating the community regarding crime awareness and prevention techniques, programs and strategies to generate community interest and involvement in crime prevention and to deter crime;

6. To review and advise the Police Chief on community related matters which have been expressly referred to the Cocoa Police Community Relations Advisory Committee by the Police Chief, City Manager or City Council;

7. Work to strengthen and ensure, throughout the community, the application of equal protection under law in the context of law enforcement; and

8. Promoting transparency and accountability regarding alleged police misconduct by publicly discussing with the Police Chief written findings of completed and closed internal affairs investigation reports involving the conduct of law enforcement officers employed by the City pertaining to the use of force or police conduct toward a citizen so appropriate processes and strategies may be considered by the Police Chief in preventing the occurrence of future activities of misconduct, provided such discussion occurs at an appropriate time taking into account any applicable lawsuits and legal claims that may be pending against the City and applicable law enforcement officers.

The Cocoa Police Community Relations Advisory Committee may make formal advisory recommendations, verbally or in writing by consensus or majority vote to the Police Chief or the Chief's designee. Formal advisory recommendations by the Committee to the City Manager or City Council shall be made in writing and consistent with the process outlined in the Resolution.

The composition of the Cocoa Police Community Relations Advisory Committee is recommended to consist of a total of seven (7) members. Additionally, the Resolution provides for the appointment of a member representing a Civic Organization, more specifically defined as a head of any religious establishment, faith based organization, or non-profit civic based organization that has a substantial operation within the City, and a member shall be appointed by the Coastal Florida Police Benevolent Association. Each member of City Council shall appoint one (1) committee member consistent with the existing requirements of the Code of the City of Cocoa, which shall be a resident or real property owner and a registered voter. City Council as a whole shall appoint one (1) at-large appointment who is a head of a Civic Organization. Prior to appointment of any member being considered final, each member of the Cocoa Police Community Relations Advisory Committee shall be required to complete a board application and be approved by a majority vote of the Council.

The terms of the committee members shall be staggered, and a member's term shall run concurrently with the City Councilmember making the appointment. The term of the Civic Organization committee member appointed at large and the Coastal Florida Police Benevolent Association shall be four (4) years.

Finally, the Resolution provides that within thirty (30) days of a person being appointed to the Cocoa Police Community Relations Advisory Committee shall be required to a brief and general orientation about the command structure and operation of the City's Police Department including conducting a citizen ride along with an on-duty police officer.

STRATEGIC PLAN CONNECTION:

Crime was identified as a Strategic Issue and one of the most pressing issues impacting the quality of life of City of Cocoa residents, businesses and property owners. Creation of a Community Relations Council was listed as an objective for the Strategic Issue of Crime. Establishing the Cocoa Police Community Relations Advisory Committee would implement this objective. Moreover, it would enhance and provide for greater citizen engagement and awareness of police-community issues; build community relations, trust and confidence with the public; and promote transparency and accountability with regard to police conduct.

BUDGETARY IMPACT:

Budgeted No

Based on quarterly meetings established in the Resolution, and utilizing existing staff resources to provide administrative support to the Cocoa Police Community Relations Advisory Committee, staff expects a minimal budgetary impact as it relates to posting meeting notices, preparing meeting agendas, preparing meeting minutes and archiving all public records.

Additional expenses, which are expected to be minimum, may be incurred related to conducting a Cocoa Police Department orientation for appointed committee members. It is anticipated the orientation will be conducted with existing staffing assigned to the Police Department at the direction of the Police Chief.

PREVIOUS ACTION:

The City of Cocoa previously established a Police Community Relations Advisory Board in July 1990 (Resolution 90-17) and City Council on April 22, 1997 adopted Resolution 97-24 abolishing the Board.

City Council adopted its 2016-2021 Strategic Plan on May 24, 2016, of which one of the objectives established to be accomplished was the creation of a Community Relations Council. City Council engaged the services of CPSM, which issued its reports on March 8, 2018, and presented its findings and recommendations at a June 19, 2018, City Council workshop.

At its Regular Meeting of September 11, 2018, City Council provided direction to the City Manager and City Attorney regarding the establishment of the Cocoa Police Community Relations Advisory Committee.

RECOMMENDED MOTION:

Approve Resolution No. 2018-97 establishing the Cocoa Police Community Relations Advisory Committee.

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RESOLUTION NO. 2018-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING THE COCOA POLICE COMMUNITY RELATIONS ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the Council believes will best serve the public interest; and

WHEREAS, the existing City of Cocoa Strategic Plan identifies crime as the most pressing issue facing the City of Cocoa and impacting the quality of life for Cocoa residents, and has a specific objective for creating a community relations council related to law enforcement services provided by the City; and

WHEREAS, City Council finds that the City's best interest would be served by the establishment of a Cocoa Police Community Relations Advisory Committee (hereinafter "COMMITTEE") to advise the City on limited matters and issues related to the City's Police Department as specifically set forth herein; and

WHEREAS, the intent and purpose of establishing COMMITTEE is generally to: provide a positive opportunity to engage citizens in identifying and addressing community needs and police-community relations; promote programs and initiatives to reduce crime; promote and build trust and confidence between the public and the City's Police Department; provide a forum for citizens to engage in vibrant discussions about police-community issues and concerns with the Police Chief and Police Department leadership; and promote transparency and accountability regarding police misconduct in terms of publicly presenting findings of internal closed and completed investigation reports at appropriate times; and

WHEREAS, this Resolution shall serve to establish the COMMITTEE and to further establish a limited scope of objectives that the COMMITTEE may engage in and undertake, with recommendations being provided to the Police Chief, City Manager and City Council, as appropriate, for further action and implementation through the City's Police Department, City Manager and the City Council; and

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

Section 2. **Establishment of the Police Advisory Committee of the City of Cocoa ("COMMITTEE"); General Purpose; Composition; Meetings; Decisions.**

(a) ***Name.*** The City Council hereby establishes an advisory committee which shall be known as the "Cocoa Police Community Relations Advisory Committee" (hereinafter referred to as "COMMITTEE").

(b) ***General Purpose.*** The general purpose of the COMMITTEE is to create a forum where citizens will be afforded public opportunities to engage and interact with the City's Police Department by providing feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. To this end, the COMMITTEE shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

(c) ***Composition.*** The COMMITTEE shall be an advisory committee only and shall not have any delegated authority to promulgate and enforce regulations and policies pursuant to law or final decision making authority. The COMMITTEE shall consist of seven (7) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. For purposes of this subsection, the head of any religious establishment, faith based organization, or non-profit civic based organization that has a substantial operation within the City ("Civic Organization") is eligible to serve on the COMMITTEE. Subject to each appointment being approved by majority vote of the City Council, each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager or Police Chief who is a head of a Civic Organization. Committee members shall not be an active member of the Cocoa Police Department, and if a former law enforcement officer, the person must have resigned or retired in good standing to be eligible to serve on the COMMITTEE. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the COMMITTEE shall be required to complete a board application as prescribed by the City Council. Upon appointment, each member of the Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the COMMITTEE shall serve without compensation. The provisions of Section 2-58 of the City Code shall also apply to the extent not in conflict with the terms and conditions of this Resolution.

(d) ***Term of Committee Members.*** The term of COMMITTEE members shall be staggered. The term of COMMITTEE members appointed by a City Councilmember shall run concurrently with the Councilmember making the appointment. The term of the COMMITTEE members appointed by the City Council at-large and the Coastal Florida Police Benevolent Association shall be four (4) years.

(e) ***Meetings.*** The COMMITTEE shall meet at least quarterly per City fiscal year unless otherwise approved by the City Manager due to lack of business to be considered by the COMMITTEE or lack of a quorum. Meetings of the COMMITTEE shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the Police Chief or City Manager or their respective designees so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding the City's Police Department generally. The agendas, minutes and a record of the proceedings and recommendations of the COMMITTEE shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(f) ***Chair; Deputy-Chair.*** The first order of business for the COMMITTEE, and annually thereafter at the COMMITTEE's first meeting of the new fiscal year commencing on October 1st, shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings and shall be the primary liaison with the Police Chief and City Manager. In the absence of the chairperson, the deputy chairperson shall run the meetings and be the liaison with the Police Chief and City Manager. Roberts Rules shall serve as guide to running the meetings of the COMMITTEE to the extent not in conflict with this Resolution. A majority of the membership of the COMMITTEE shall constitute a quorum.

(g) **Decisions of COMMITTEE.** The COMMITTEE shall conduct its business in a professional manner. The COMMITTEE shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the COMMITTEE may act by majority vote. However, the COMMITTEE may reference and explain minority opinions/positions which obtained the vote of at least two (2) members of the COMMITTEE in any recommendation made to the Police Chief, City Council or City Manager.

Section 3. COMMITTEE Responsibilities.

(a) **Scope.** The scope of the COMMITTEE's advisory responsibilities shall be limited to advising and making recommendations to the City's Police Chief, City Council or City Manager, as appropriate, related to the City's Police Department. Specifically, the COMMITTEE's advisory responsibilities shall be limited to the City of Cocoa and the following objectives:

1. Providing a vibrant community discussion forum to foster understanding, communication and collaboration between law enforcement (including and especially the Police

Chief and Police Department leadership team) and concerned individuals and citizens about a variety of law enforcement issues or topics of concern;

2. Identifying and addressing community policing needs and police-community relations in a positive and constructive manner;

3. Promoting successful programs, initiatives and strategies to reduce crime and improve community safety;

4. Promoting and increasing community involvement in successful community policing programs, initiatives and strategies to build trust and confidence between the community and the City's Police Department;

5. Informing and educating the community regarding crime awareness and prevention techniques, programs and strategies to generate community interest and involvement in crime prevention and to deter crime;

6. To review and advise the Police Chief on community related matters which have been expressly referred to the COMMITTEE by the Police Chief, City Manager or City Council;

7. Work to strengthen and ensure, throughout the community, the application of equal protection under law in the context of law enforcement; and

8. Promoting transparency and accountability regarding alleged police misconduct by publicly discussing with the Police Chief written findings of completed and closed internal investigation reports involving the conduct of law enforcement officers employed by the City pertaining to the use of force or police conduct toward a citizen so appropriate processes and strategies may be considered by the Police Chief in preventing the occurrence of future activities of misconduct, provided such public discussion occurs at an appropriate time taking into account any applicable lawsuits and legal claims that may be pending against the City and applicable law enforcement officers; and

(b) ***Recommendations.*** Formal advisory recommendations made by the COMMITTEE shall be made verbally or in writing by consensus or majority vote to the Police Chief or the Chief's designee. A copy of all written recommendations to the Police Chief shall be provided to the City Manager. However, when requested by the City Manager or City Council, the COMMITTEE shall make a formal advisory recommendation to the City Manager or the City Council, as requested. The recommendation made to the City Manager or City Council shall be in writing, with a copy to the Police Chief, and shall be approved by consensus or majority vote of the COMMITTEE. All written recommendations shall include any written minority opinion or position pursuant to Section 2(g) of this Resolution.

Section 4. **Staff Resources; COMMITTEE Member Orientation.**

(a) ***Police Chief.*** The Police Chief and the Chief's leadership team shall be responsible for creating and publishing the COMMITTEE's meeting agendas, and shall serve as technical advisers to the COMMITTEE. All published agendas shall be forwarded to the City Clerk's office for noticing and placing on the City's master schedule of meetings.

(b) ***City Clerk.*** The City Clerk or his or her designee shall provide administrative assistance to the COMMITTEE and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

(c) ***COMMITTEE Member Orientation.*** Within thirty (30) days of a person being appointed or reappointed to the COMMITTEE by the City Council, the Police Chief or his designee shall be required to provide the COMMITTEE member a brief and general orientation about the command structure and operation of the City's Police Department including conducting a citizen ride along with an on-duty police officer.

Section 5. **Confidential and Exempt Information; Conflicts.** Nothing herein shall be construed or interpreted as requiring the City to disclose information and records deemed confidential and/or exempt from public disclosure by law. To the extent that any provision of this Resolution conflicts with a controlling provision(s) of local, state or federal law, the controlling provision(s) of local, state or federal law shall prevail and apply.

Section 6. **Repeal of Prior Inconsistent Resolutions**. All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 7. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 8. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of October, 2018.

_____

Henry U. Parrish, III, Mayor

ATTEST: _____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-518	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/18/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Provide staff direction regarding amending the Zoning Ordinance of the City of Cocoa, specifically related to developing single-family development utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2018
Agenda Date: October 24, 2018
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Provide staff direction regarding amending the Zoning Ordinance of the City of Cocoa, specifically related to developing single-family development utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas.

BACKGROUND:

Subsequent to the original Consent Decree, the City adopted Ordinance No. 22-90 which both rezoned the consent decree area to RU-2-10 and revised the relevant zoning district regulations. One of the amendments reduced the density from medium to low density and provided for single family residential development along with other provisions in furtherance of complying with original Consent Decree.

The intent of the RU-2-10 (Low Density Single-Family and Multiple-Family District) zoning district is, “to apply to an area of mixed, low density multifamily and single-family residential development in close proximity to major collector and arterial streets.” The Federal Highway Administration (FHWA), defines the function and classification of arterials, collector streets and local streets. Arterials are continuous routes through urban areas and contain most of a city’s commercial and institutional uses. Collector streets are minor tributaries, gathering traffic from numerous smaller (local) streets and delivering it to and from minor arterials, and are bordered by properties (both business and residential) with driveways to the street. Essentially, the RU-2-10 zoning district promotes compact urban infill development which is functionally connected to the surrounding community.

Up until the mid-late 2000's, the Heart of Cocoa (the original Consent Decree) has been the primary area in which the RU-2-10 zoning district has been designated. However, property that is zoned RU-2-15 and RU-2-25 permit single family development as regulated by the RU-2-10 zoning district regulations.

The intent of the RU-2-10 zoning district is to promote low density single and multi-family residential development compatible with and connected to areas outside the development. If a developer were to develop under the RU-2-15 (multi-family) or Planned Unit Development (PUD) zoning district regulations, the developer would be required to incorporate and develop community amenities in the form of useable common open space and recreation. Developing single-family residential developments under the RU-2-10 zoning district regulations enable a developer/builder to develop more lots on smaller lot sizes, reduced living area and yard requirements and provide no common open space and recreation facilities. There are also tree preservation requirements in the RU-2-15 and PUD zoning district regulations but none in the RU-2-10 zoning district regulations.
Staff understands, and fully acknowledges, the need to provide flexibility and deviation in lot size, bulk regulations, density, lot coverage and open space, especially for larger single-family developments. Accordingly, the appropriate zoning district which accommodates this flexibility is PUD. The PUD zoning district provides for the variation and flexibility sought by the development community balanced with the provision of common open space and recreational amenities that will serve the residents of the PUD and create a sense of community.

Examples of developments utilizing the PUD provisions to attain greater flexibility in exchange for community amenities and creating a sense of community and neighborhood include Emerald Lakes and Adamson Creek subdivisions. Interestingly, the Fern Meadows subdivision is illustrative of the differentiation of both development patterns. The first phase was annexed after it was designed and engineered under the County's land development standards, and it contains no functional open space or community amenities. The second phase of Fern Meadows was developed under the City's PUD zoning district regulations and it incorporates and provides useable open space and recreational amenities for its residents. Within these useable open space and recreational amenities residents congregate and hold community events.

Developing a subdivision comprised of solely single-family housing with no community amenities reduces the sense of community, results in limited access to community benefits and services, increases the costs to the City for the provision of open space and recreational amenities (and in all likelihood not being located in close proximity to truly benefit the residents of the development). Moreover, most land use planning experts would opine developments of solely single-family housing void of any community space and amenities will likely be more prone to devaluation of property values and leading candidates for future blight (albeit decades later) by virtue of the development pattern and lack of community and identity. The impacts and costs will be borne by the residents and the City in the long-term, both socially and economically.

Staff recommends City Council direct staff and the City Attorney to initiate a zoning amendment which provides and regulates that the RU-2-10 zoning district be generally applicable to the Heart of Cocoa area and other urban infill and or redevelopment areas. Further, the RU-2-10 zoning district not be permitted to be used as a basis for developing single-family development (especially for larger subdivisions on greenfield sites) based on lesser development performance standards contained in other zoning districts.

STRATEGIC PLAN CONNECTION:

While at the outset these single-family home only subdivisions will be seen as an asset to the City in the short term, these types of subdivisions will arguably affect the Image, Public Safety, and Fiscal Sustainability of the City in the future. They certainly will not enhance the quality of life for the residents as they do not promote a sense of community.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The RU-2-10 was initially adopted in 1978 and last amended in 1990 following the original Consent Decree.

RECOMMENDED MOTION:

Direct staff and the City Attorney to initiate a zoning amendment which provides and regulates that the RU-2-10 zoning district be generally applicable to the Heart of Cocoa area and other urban infill and or redevelopment areas. Further, the RU-2-10 zoning district not be permitted to be used as a basis for developing single-family development based on lesser development performance standards contained in other zoning districts.

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Legislation Details (With Text)

File #:	18-470	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/25/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2019 Budget to Approve Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Change Order #4 to Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (Approximately 5% of the remaining work). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GWF6 Change Order Resolution - Project Contingency - Filter Media Budget Resolution FY2019 BAF-UT-Filter Media (10-24-18)~ Agenda 18-470.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2018
Agenda Date: October 24, 2018
Prepared By: Kristoffer Smith, EI, Utilities Associate Engineer I
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2019 Budget to Approve Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Change Order #4 to Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (Approximately 5% of the remaining work)

BACKGROUND:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant. No contingency was requested or approved at that time. P.O. 69585 was issued for the work in the amount of $148,825.

Removal and replacement of the filter media was underway on Groundwater Filter #3 when on April 11, 2017, Groundwater Filter #6 suffered a failure of the underdrain system during a routine

backwash procedure. As a result, Petticoat-Schmitt was directed to halt work on Filter #1 and substitute the removal of the media to Filter #6 so that the underdrain system could be inspected and repaired.

On July 28, 2018, Groundwater Filter #5 suffered the same type of catastrophic failure that Filter #6 did due to issues with sediment clogging of the filter underdrain boxes. Work has begun on the Filter #5 repairs.

On September 20, 2018, pressure testing was completed on the newly installed underdrain system in Filter #6. During this testing, scaling was noticed on the troughs and underdrain boxes. Per the factory representative this scaling should be removed before the filter can be certified for service. The removal of the scaling is outside of the contractor's scope for the project and therefore needs to be added via Change Order #3 to P.O. 72151 in the amount of $17,361.78. This Change Order also includes the same cleaning for Filter #5.

Staff is also requesting a Resolution designating a Budgetary Project Contingency in the amount of $25,000 to allow for future unforeseen scope changes. A contingency was never established for this project as it began as a Repair and Maintenance project. The additional amount will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, as with any project, 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 to move forward without any delays.

The additional $25,000 will not be added to P.O. 72151 at this time. Each subsequent change order to the project (within the $25,000 Budgetary Project Contingency) will be reviewed by staff before it is sent to the City Manager for approval. These subsequent change orders will be added to the existing purchase order at that time.

Staff recommends approval of a resolution amending the FY2019 budget to allow for additional work on Groundwater Filters #6 and #5; authorize the City Manager to Execute and Approve Change Order #3 to P.O. 72151, Project WS18FM, and the approval of a Resolution establishing a Project Contingency.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$42,361.78
Account Number	421-4055-536.63-00, WS18FM
Account Name	Infrastructure
Source of Funds:	421-4020-536.63-00, WS19FR

Change Order Amount	$17,361.78
Original Purchase Order	72151
Original P.O. Amount	$368,212.00
Total number of change orders to date	(4)
Total amount in change orders to date	$605,154.64

PREVIOUS ACTION:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant.

On February 14, 2017, Council approved Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project.

On June 27, 2017, Council approved a Resolution Amending the FY2017 Budget to Reallocate Funds for the Emergency Repair of Ground Water Filter No. 6 at the Dyal Water Treatment Plant, Project No. WS17FR

On January 9, 2018 Council approved an Extension to the Period of Performance for the Continuation of Work with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, under Bid #B-16-09-COC, Filter Media Removal and Replacement; approved a Budget Resolution Amending the FY2018 Budget using Restricted Cash Carry Forward/Restricted Assets; approved Amendment #1 to the Form of Agreement to Allow for Repairs to Groundwater Filter #6.

On February 27, 2018, Council approved a Resolution Amending the FY2018 Budget to Allow for Filter Media Replacement for Groundwater Filter #6; approved Change Order #1 to P.O. 72151.

On August 28, 2018, Council approved a Resolution Amending the FY2018 Budget to Allow for Emergency Repairs of Groundwater Filter #5; approved Change Order #2 to P.O. 72151, Project WS18FM.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2019 Budget to Approve Additional Work on Groundwater Filters #5 and #6; To Authorize the City Manager to Execute and Approve Change Order #4 to P.O. 72151, Project WS18FM; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $25,000 (approximately 5% of the remaining work).

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City of Cocoa Budget Adjustment Form FY 2019 - 7

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 09/26/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 42,362)	421-4020-536.63-00	WS19FR	Infrastructure	$ 2,106,413	$ 0	($ 42,362)	$ 90,040
$ 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
($ 42,362)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 42,362	421-4055-536.63-00	WS18FM	Infrastructure	$ 23,508,649	$ 0	$ 42,362	$ 19,651,385
$ 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
$ 42,362	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to fund Change Order #4 to Project #WS18FM (the scope addition of cleaning scaling off the backwash troughs), as well as a $25,000 project contingency. Agenda 18-470.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/24/18 RESOLUTION #: 2018-100

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

9/26/18	Kristoffer Smith Digitally signed by Kristoffer Smith Date: 2018.09.26 13:43:13 -04'00'	10/15/18	Anne Quesada Digitally signed by Anne Quesada Date: 2018.10.15 12:25:46 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/10/19	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2018.10.10 13:19:55 -04'00'	10/15/18	Lora Howell Digitally signed by Lora Howell Date: 2018.10.15 13:36:45 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-464	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/21/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Q-19-04-COC Final MEMO Q-19-04-COC Submittal Tab Sheet				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2018
Agenda Date: October 24, 2018
Prepared By: Katherine Ennis, Utilities Deputy Director
Through: John W. Walsh. P.E., Utilities Director
Requested Action:
To Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms

BACKGROUND:

On September 4, 2018, proposals for the subject offering were opened. Purchasing sent five hundred seventy (570) Requests for Qualifications and received three (3) responses from twenty-five (25) plan holders.

A publically noticed Selection Committee meeting was held on October 2, 2018, at 10:00 a.m., in the 2nd Floor Conference Room of the WFO Building to score, rank and select the top three firms.

A consensus was reached to recommend the following three proposers for Council approval and to authorize the City Manager and City Attorney to negotiate a multi-year contract with these firms:

1. Wharton-Smith, Inc., Sanford, Florida
2. Garney Companies, Inc., Winter Garden, Florida
3. Petticoat-Schmitt Civil Contractors, Inc., Jacksonville, Florida

Staff has several Capital Improvement Projects (CIP) anticipated over the next five years located at both the water and wastewater treatment plants. We anticipate the need for three CMAR consultants to support these projects. Therefore, staff is requesting Council approval of the final ranking and authorization for the City Manager and City Attorney to negotiate three separate contracts with the three selected firms listed above.

Staff recommends approval of these three firms for the Construction Manager at Risk (CMAR) Services for both water and wastewater projects.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms.

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Katherine Ennis, Deputy Director/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 10/2/2018

Re: **Bid #Q-19-04-COC, CMAR Services for Water and Wastewater Plant Projects**

Proposals for the subject offering were due on September 14, 2018 at 4:00 p.m. Purchasing sent out five hundred seventy (570) Requests for Qualifications and received three (3) responses from twenty-five (25) plan holders.

A publically noticed Professional Services Review Committee (PSRC) meeting to score, rank and select the firm to recommend for award was held on October 2, 2018 at 10:00am in the 2nd floor Conference Room in the WFO Building.

The PSRC made every reasonable effort to achieve the ranking using written submittals alone. Oral Presentations will not be required.

The three (3) proposers will be recommended to City Council for negotiations and award. The firms were ranked as follows:

1. Wharton-Smith, Inc., Sanford FL.
2. Garney Companies, Inc. Winter Garden, FL
3. Petticoat-Schmitt Civil Contractors, Inc., Jacksonville, FL

I have enclosed copies of all proposals for your review and recommendation. Any correspondence related to this subject should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy and Professional Liability Insurance certificate.

*** Upon Council approval, please complete the Notice of Award and return it to the Purchasing Division.**

CITY OF COCOA

PROPOSAL SUBMITTAL SHEET

DUE DATE: 9/24/2018

BID NUMBER: Q-19-04-COC CMAR Services for Water & Wastewater Plant Projects

	Proposal Requirments								
VENDOR	**(1) Original, (5) copies**	**Title Page**	**Table of Contents**	**Transmittal/Cover Letter**	**1. Exec. Summary, 2. CMAR Firm Exp., 3. Proj. Team Qual., 4. Tech. Proposal, 5. Proj. Approach**	**Certificates of ins.**	**Exceptions to Terms & Conditions**	**Mandatory Forms**	
Petticoat-Schmitt Civil Cont.	Y	Y	Y	Y	Y	Y	None Noted	1. RFQ Cover Form and Signature Page	Y
6380 Philips Hwy								2. Copy of Business Licenses	Y
Jacksonville, FL 32216								3. Business Reference List	Y
								4. Affidavit of Existing & Prior Contracts	Y
								5. Checklist w/Addenda Acknowledgements	Y
								6. Other applicable Mandatory Criteria	Y
								7. Minority Business (If Applicable)	NA
								8. Identical Tie Proposal	NA
								9. Non-Collusion	Y
								10. Drug Free Workplace	Y
								11. Conflict of Interest	Y
								12. Scrutinized Company Certification	Y
								13. Certification Regard Debarment & Suspension	Y
Garney Companies	Y	Y	Y	Y	Y	Y	None Noted	1. RFQ Cover Form and Signature Page	Y
370 E. Crown Point Road								2. Copy of Business Licenses	Y
Winter Garden, FL 34787								3. Business Reference List	N
								4. Affidavit of Existing & Prior Contracts	Y
								5. Checklist w/Addenda Acknowledgements	Y
								6. Other applicable Mandatory Criteria	Y
								7. Minority Business (If Applicable)	NA
								8. Identical Tie Proposal	NA
								9. Non-Collusion	Y
								10. Drug Free Workplace	Y
								11. Conflict of Interest	Y
								12. Scrutinized Company Certification	Y
								13. Certification Regard Debarment & Suspension	Y

VENDOR	(1) Original, (5) copies	Title Page	Table of Contents	Transmittal/Cover Letter	1. Exec. Summary, 2. CMAR Firm Exp., 3. Proj. Team Qual., 4. Tech. Proposal, 5. Proj. Approach	Certificates of ins.	Exceptions to Terms & Conditions	Mandatory Forms	
Wharton-Smith Inc. 750 Monroe Road Sanford, FL 32771	Y	Y	Y	Y	Y	Y	None Noted	1. RFQ Cover Form and Signature Page	Y
								2. Copy of Business Licenses	Y
								3. Business Reference List	Y
								4. Affidavit of Existing & Prior Contracts	Y
								5. Checklist w/Addenda Acknowledgements	Y
								6. Other applicable Mandatory Criteria	Y
								7. Minority Business (If Applicable)	NA
								8. Identical Tie Proposal	NA
								9. Non-Collusion	Y
								10. Drug Free Workplace	Y
								11. Conflict of Interest	Y
								12. Scrutinized Company Certification	Y
								13. Certification Regard Debarment & Suspension	Y

Legislation Details (With Text)

File #:	18-486	**Version:**	1	**Name:**	September, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 09/30/2018.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 09.30.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 1, 2018
Agenda Date:	October 24, 2018
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 09/30/2018**.**

BACKGROUND:

The following reports for the period October 01, 2017 through September 30, 2018 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-17 thru 09-30-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 60

City Manager = 39

City of Cocoa CRA Board = 1

City Council = 20

Purchase Order Approvals 10-01-17 thru 09-30-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP
71966	1/3/2018	Sunstate Meter & Supply	$ 36,964.00	12/29/2017	John A. Titkanich, Jr. AICP
72060	1/23/2018	S & L Materials	$ 35,000.00	1/22/2018	John A. Titkanich, Jr. AICP
72144	1/31/2018	Sunstate Meter & Supply	$ 49,881.60	1/31/2018	John A. Titkanich, Jr. AICP
72328	3/5/2018	Sunstate Meter & Supply	$ 48,858.40	3/5/2018	John A. Titkanich, Jr. AICP
72336	3/6/2018	Sunstate Meter & Supply	$ 49,881.60	3/6/2018	Matthew J. Fuhrer (Acting)
72376	3/20/2018	Automation Pro	$ 48,750.00	3/19/2018	Matthew J. Fuhrer (Acting)
72442	3/27/2018	Barney's Pumps	$ 38,625.60	3/26/2018	John A. Titkanich, Jr. AICP
72600	4/26/2018	Sunstate Meter & Supply	$ 49,881.60	4/26/2018	John A. Titkanich, Jr. AICP
72601	4/26/2018	Sunstate Meter & Supply	$ 43,350.00	4/26/2018	John A. Titkanich, Jr. AICP
72660	5/11/2018	Trane (Maitland)	$ 36,290.00	5/10/2018	Matthew J. Fuhrer (Acting)
72691	5/17/2018	Bussen Mayer Engineering Group	$ 36,380.00	5/16/2018	John A. Titkanich, Jr. AICP
72867	6/18/2018	Sunstate Meter & Supply	$ 49,881.60	6/13/2018	John A. Titkanich, Jr. AICP
72947	7/9/2018	Sunstate Meter & Supply	$ 46,240.00	7/5/2018	Matthew J. Fuhrer (Acting)
72965	7/11/2018	Sunstate Meter & Supply	$ 49,881.60	7/10/2018	John A. Titkanich, Jr. AICP
72969	7/11/2018	Burnett Lime	$ 47,365.00	7/10/2018	John A. Titkanich, Jr. AICP
73008	7/23/2018	Sunstate Meter & Supply	$ 43,350.00	7/20/2018	John A. Titkanich, Jr. AICP
73030	7/24/2018	Sunstate Meter & Supply	$ 49,881.60	7/20/2018	John A. Titkanich, Jr. AICP
73063	8/2/2018	Sunstate Meter & Supply	$ 43,350.00	8/1/2018	John A. Titkanich, Jr. AICP
73101	8/13/2018	Graybar Electric	$ 44,987.45	8/13/2018	John A. Titkanich, Jr. AICP
73136	8/16/2018	Burnett Lime	$ 47,365.00	8/16/2018	Matthew J. Fuhrer (Acting)
73160	8/22/2018	Sunstate Meter & Supply	$ 39,916.80	8/21/2018	John A. Titkanich, Jr. AICP
73217	8/28/2018	Infrastructure Solutions Service	$ 47,500.00	8/28/2018	John A. Titkanich, Jr. AICP
73271	9/14/2018	Maxwell Contracting Inc.	$ 49,929.00	9/13/2018	John A. Titkanich, Jr. AICP
76291	9/20/2018	Bussen Mayer Engineering Group	$ 35,720.00	9/19/2018	John A. Titkanich, Jr. AICP

39 **Purchase Order Approved by City Manager**

Prepared by Purchasing 9/27/2018

Purchase Order Approvals 10-01-17 thru 09-30-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71962	1/3/2018	Infrastructure Solution Services	$ 35,000.00	11/14/2017	Cocoa CRA

1 Purchase Order Approved by CRA

Prepared by Purchasing 9/27/2018

Purchase Order Approvals 10-01-17 thru 09-30-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council
71979	1/3/2018	FL Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
73101	8/13/2018	Graybar Electric	$ 44,987.45	7/24/2018	City Council
73203	8/27/2018	Space Coast Auto	$ 50,000.00	7/24/2018	City Council

20 **Purchase Order Approved by City Council**

Prepared by Purchasing 9/27/2018

Legislation Details (With Text)

File #:	18-501	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/1/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	Fiserv Solutions, Inc. Contract Clarification. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contract Fiserv Solutions_Inc AGENDA FISERV Aug 2011				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 1, 2018
Agenda Date: October 24, 2018
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Informational Item: Fiserv Solutions, Inc. Contract Clarification.

BACKGROUND:

On August 9, 2011, Cocoa City Council approved a multi-year contract with Fiserv Solutions, Inc. Since execution of the contract on October 1, 2011, The City of Cocoa has been using Fiserv Solutions, Inc. for direct electronic payment delivery. Fiserv currently is submitting ACH payments directly to the City through a daily electronic file. Fiserv charges .015 cents a transaction and has not raised their fee since executing the multi-year contract in 2011. The City processes approximately 13,000 ACH payments per month.

When this multi-year agreement item was first presented to Council in 2011, the terms of the agreement were inadvertently advertised as a three (3) year agreement with an automatic one (1) year renewal if both parties agreed providing the illusion this was only for four (4) consecutive years. The actual term of the agreement is for a period of three (3) years and shall renew automatically for additional one (1) year terms unless either party provides at least ninety (90) days notice of non-renewal prior to the end of the then-current term. The purpose for this agenda to correct the advertisement of the terms as stated in the original agenda; however, the correct terms were and are stated in the executed contract.

Staff recommends continuous automatic annual renewal of this cost effective solution until or unless it is necessary for the City to implement an alternative solution that would prove to be more beneficial

to the City .

STRATEGIC PLAN CONNECTION:

Provides more efficient customer service and long term financial sustainability.

BUDGETARY IMPACT:

Budgeted Yes

FY2019 (and subsequent renewal years)

Amount Requested $2,400
Account Number 001-1510-536-34-00
Account Name Contract Services

PREVIOUS ACTION:

On August 9, 2011, Cocoa City Council approved a three (3) year multi-year contract with automatic one (1) year renewal with Fiserv for direct electronic Payment Delivery.

RECOMMENDED MOTION:

Informational Item: Fiserv Solutions, Inc. Contract Clarification.

DIRECT ELECTRONIC PAYMENT DELIVERY AGREEMENT – NET SETTLEMENT

This Direct Electronic Payment Delivery Agreement – Net Settlement (the "Agreement") is entered into as of October 1, 2011 ("Effective Date") between **Fiserv Solutions, Inc.**, itself and on behalf of its affiliates (together "Fiserv"), a Wisconsin corporation having its principal office at 255 Fiserv Drive, Brookfield, WI 53045, and the **City of Cocoa, FL** (the "Client"), a Florida state municipal corporation, having its principal office at 65 Stone Street, Cocoa, Florida 32922, Federal Tax ID # 59-6000292.

1. **Services.**

1.1 Fiserv provides electronic bill payment services to consumers and businesses ("Customers") who utilize Fiserv to perform such services. At its Customer's instruction, Fiserv will process a payment to a merchant or creditor for payment of the Customer's bill (the "Payment"). Fiserv has developed payment and service systems to maximize the electronic delivery of Payments, and to minimize or eliminate the use of paper drafts and checks (the "Service"). Fiserv will collect and electronically deliver Payments submitted by Customers, debited from Customers' designated bank accounts (the "Debit Entries") to Client as the payee.

1.2 Where Fiserv has received the funds prior to remitting the Payment to Client (known as "Good Funds"), there will be no limit (unless indicated otherwise in Exhibit A's section 3) on the amount of a single Payment, and the Payment will be transmitted through the electronic interface. Should Client elect to limit the daily amount of any single Payment through the electronic interface, such amount shall be indicated in Exhibit A's section 3, and individual Payments in excess of such amount will be made by paper draft or check.

2. **Fiserv Obligations.** All Payments transmitted by Fiserv shall be processed in accordance with the following specifications:

2.1 The data file of Payments' instructions will be electronically transmitted to Client daily by Fiserv in a mutually agreed upon format by the designated time (see Exhibit A's section 3) each Business Day. A "Business Day" is defined as each day, Monday through Friday, that is not a Federal Reserve holiday. The data file will conform to specifications mutually agreed upon by Client and Fiserv. Fiserv will notify Client upon Fiserv's discovery of any occurrence that may delay transmission of the data file.

2.2 The payment and reversal data, calculated pursuant to the terms of paragraph 3.3 below, will be 100% in balance with the expected amount of funds every day based upon the mutually agreed upon Net Settlement processing on which this Agreement is based. The associated Payments' funds, less the funds for reversal items, will be deposited electronically in the designated account and be available for use no later than on the Business Day following the date of transmission of the data records.

2.3 Fiserv will maintain records of the data files and Payments made and provide such information related thereto as Client may reasonably request upon reasonable notice to Fiserv during normal business hours.

2.4 Fiserv will designate specific personnel to work with Client in support of the implementation and electronic delivery of Payments. Using the mutually agreed upon procedures, Fiserv will use commercially reasonable efforts to respond to Client-initiated research requests involving Payments within three (3) Business Days provided that sufficient information is provided by Client to perform research. Fiserv agrees to aid Client in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

3. **Client Obligations.** All Payments received by Client shall be processed in accordance with the following specifications:

3.1 Client will post such Payments to Customers' accounts within one (1) business day of Fiserv transmitting the payments file to the Client.

3.2 Client shall establish and maintain for the term of this Agreement an account at a financial institution (the "Settlement Account") for the purpose of allowing Fiserv to credit funds to Client. Client hereby grants Fiserv authorization to effect electronic credits to the Settlement Account and Client agrees to execute any required documentation to grant such authority. The Settlement Account shall be the account designated in Exhibit A's section 1.

3.3 Client accepts full financial responsibility for the dollar amount of Debit Entries originally credited to Client and returned unpaid to Fiserv that were originated by Fiserv for Payments, irrespective of the reason for the return. Client agrees that Fiserv is authorized to net settle the amount of the returned Debit Entries to the Settlement Account.

3.4 Client will designate specific personnel to work with Fiserv in support of the electronic delivery of Payments. Using the mutually agreed upon procedures, Client will use commercially reasonable efforts to respond to Fiserv-initiated research requests involving Payments within three (3) Business Days provided that sufficient information is provided by Fiserv to perform research. Client agrees to aid Fiserv in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

4. **Rejected Payments.** No Payment transmitted hereunder may be rejected by Client unless the account data for such Payment is incorrect or incomplete or the account is blocked or closed. If any Payment is rejected hereunder, and Fiserv and Client are unable to determine the correct posting information, Client shall return the Payment data and funds in a mutually agreed upon format.

5. **Exceptions.** Client acknowledges that Payments will not be transmitted electronically in the following circumstances:

(a) Where the Customer banks at a financial institution that is not accessible through the Automated Clearing House ("ACH");
(b) Where the Customer's Client account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and Client; or,
(c) For a Payment in excess of the amount indicated in Exhibit A's section 3, if applicable.

6. **Fees, Billing, and Payment.**

6.1 Each party will bear its own costs associated with efforts in systems development, operational implementation, marketing and research. Fees for the Service performed by Fiserv under this Agreement (the "Fees") shall be calculated in accordance with Exhibit A's section 2. Fiserv reserves the right to change Fees with sixty (60) days advance written notification. Where Client does not agree to any such change, then Client may, within thirty (30) days of notification of such change, provide Fiserv with a thirty (30) day termination notice.

6.2 In addition to payment of Fees, Client shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Client's use of the Service (the "Expenses"), excluding taxes, expenses, fees or charges based on the income or property of Fiserv.

7. **Confidential Information.**

7.1 The term "Confidential Information" means proprietary information, trade secrets, customer information and transactions, all information that is not known by, or generally available to, the public at large and that concerns the business and affairs of

Fiserv or Client, including, but not limited to, existing systems and programs and those in development, accompanying documentation and related business plans, pricing, costs, pricing strategy, marketing plans, programs and/or other business strategies. Neither Fiserv nor Client shall have the obligation to specifically identify any information to which the protection of the Agreement extends by any notice or other action.

7.2 Confidential Information shall be used by each party solely in the performance of its obligations pursuant to this Agreement. Each party shall receive Confidential Information in confidence and not disclose Confidential Information to any third-party, except as may be necessary to perform its obligations pursuant to this Agreement and except as may be required by law or agreed upon in writing by the other party. Each party shall take all reasonable steps to safeguard Confidential Information disclosed to it so as to ensure that no unauthorized person shall have access to any Confidential Information. Each party shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of that party of which it becomes aware.

7.3 Upon request or termination of this Agreement, each party shall return to the other party all Confidential Information in its possession or control. No disclosure by a party hereto of Confidential Information of such party shall constitute a grant to the other party of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.

8. Warranties and Limitations of Liability.

8.1 Fiserv warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and that it will comply with all applicable laws, rules and regulations, including the ACH Rules published by the National Automated Clearing House Association. Client warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and that it will comply with all applicable laws, rules and regulations. Subject to the limitation set forth in paragraph 8.2 below, Fiserv shall be liable only for loss due to its failure to properly maintain the Service and its failure to comply with Client's instructions regarding the Service. Fiserv shall not be liable for loss due to inaccurate or untimely information provided by Client or Customers. If Fiserv causes funds to be transferred other than in accordance with the correct instruction from the Customer, Fiserv shall be responsible for redirecting the misdirected funds to the proper payee. Fiserv's liability will not exceed the dollar amount of any entries which are the subject of any claim.

8.2 Because of the extreme difficulty of fixing actual damages for any failure of Fiserv to perform its obligations hereunder, or from any failure of Fiserv to perform any obligations imposed by law, the parties agree that Fiserv's aggregate liability hereunder, if any, shall be limited to liquidated damages in the amount of the Fees paid for the two (2) calendar month immediately preceding the month in which the first claim accrued which gave rise to the damages; provided however, that such limitation shall not apply to Fiserv's obligation pursuant to this Agreement to deliver the dollar amounts equivalent to the Customers' Payments collected in connection with the Service. The provisions of this paragraph 8.2 apply even though the loss or damage, irrespective of cause or origin, results, directly or indirectly, from either performance or nonperformance of obligations imposed by this Agreement.

8.3 FISERV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FISERV BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF FISERV'S DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE TO CLIENT, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES.

9. Delays and Excuse from Performance. Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

10. Term and Termination Provisions.

10.1 The term of this Agreement is as of the Effective Date and shall continue for a period of three (3) years and shall renew automatically for additional one (1) year terms unless either party provides at least ninety (90) days notice of non-renewal prior to the end of the then-current term. If either party shall fail to deliver any payments when due without cause or intervention of force, this Agreement may be terminated immediately, or if either party shall default in the performance of any obligations other than payment obligations under this Agreement and shall fail or refuse to remedy such default within thirty (30) days after written notice of the alleged default, either party may terminate this Agreement upon twenty-four (24) hours written notice; provided further that if either party shall cease doing business, or become insolvent or become a party to any bankruptcy or receivership proceedings, or make an assignment for the benefit of creditors, then this Agreement shall terminate immediately. If at any time Fiserv suspects or discovers that Client is involved in any fraudulent or illegal activity, or otherwise poses risk to Fiserv, Fiserv shall in its sole discretion have the right to terminate the Agreement at any time.

If, after the Effective Date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of either party to perform hereunder, the applicable party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

10.2 Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the following which will continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of Fiserv to continue its relationships with its Customers; (c) for all transactions occurring on or before the effective date of termination, the rights and obligations of each party to make or accept Payments and the obligations of Client to pay Fees and Expenses or fund returns; and, (d) the rights and obligations set forth in sections 7, 8, 9, and 11 through 15.

11. Notices. All notices and other official communications under this Agreement shall be in writing and sufficiently given if (i) delivered by nationally recognized overnight courier service evidencing written receipt of delivery, or (ii) mailed by U.S. Certified mail, return receipt requested, postage paid, or (iii) by facsimile with subsequent confirmation by delivery in any manner previously mentioned to:

Fiserv Solutions, Inc.
4411 East Jones Bridge Road
Norcross, Georgia 30092
Attention: General Counsel, Biller Solutions
Fax: (678) 375-1150

City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attention: Lora Howell
Fax: (321) 433-8404

or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or other official communication shall be deemed to be given as of the date it is personally delivered or three (3) days following the date when placed in the U.S. Postal Service mail in the manner specified.

12. **Independent Contractor.** Each party shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create and shall not be construed to create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

13. **Agency Relationship.** Fiserv and Client mutually agree that if a Payment from a Customer of Client, which is transmitted by Fiserv to Client, or to an agent of Client, does not post, it may be necessary for Fiserv to contact Client in an attempt to resolve the problem (a "Contact"). Client acknowledges that when Fiserv makes a Contact, it is doing so as agent for the Customer and Client agrees to provide the Customer information requested by Fiserv.

14. **Assignment.** Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, either party may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any direct or indirect wholly-owned subsidiary without the prior written consent of the other party. As between the parties hereto, no such assignment to a direct or indirect wholly-owned subsidiary shall relieve the assigning party of any of its duties and obligations under this Agreement.

15. **General Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law principles. (b) This Agreement shall not be amended except by written agreement signed by both parties. (c) In the event that any provisions, or any portion thereof, of this Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. (d) This Agreement, along with any executed addenda attached, together with any Schedules or Exhibits, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written including the Agent Authorization Agreement – Net Settlement between CheckFree Services (a wholly owned subsidiary of Fiserv) and Client, with an effective date of February 9, 2010 (the "Prior Agreement"). This Agreement supersedes and replaces the Prior Agreement. (e) No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. (f) This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile execution and delivery and email delivery of a signed electronic copy of this Agreement (e.g., a scanned image) is legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this Agreement as of the Effective Date.

CITY OF COCOA, FL

By: _____

Print: Michael C. Blake

Title: Mayor

Date: August 9, 2011

FISERV SOLUTIONS, INC.

By: _____

Print: Jardon Bouska

Title: Division President
Biller Solutions

Date: 8/31/11

Exhibit A

Settlement Account Instructions, Fee Schedule, Operational Details

Section 1 - Credit (of Payments less returned Debit Entries) to Client by Fiserv

Client Financial Institution to be credited:	SunTrust
Client Account Number at Financial Institution:	0638726811043
Client Account Name:	City of Cocoa
ABA / Routing Number:	061000104

Section 2 – Fee Schedule

Implementation Fee: WAIVED

Per Item Fee: $0.015 per payment delivered

If Fiserv and Client desire to maintain an electronic remittance relationship upon termination or expiration of this Agreement, the parties must enter into a separate mutually agreed upon remittance agreement (with a mutually agreed upon remittance method, which may be different than that under this Agreement, and with mutually agreed upon pricing, which may be higher than that under this Agreement) prior to termination or expiration of this Agreement.

Custom Development and Maintenance:
(Above and beyond standard implementation under this Agreement)

Any post-implementation development, maintenance, alterations, changes and/or additional requests, or Client requested data preparation and/or reporting will be charged at $250.00 per hour. All such projects and requests will be subject to an applicable statement of work process, and only projects and requests within the scope of Fiserv development will be considered; additional fees will be determined depending upon the nature of the project or request.

Telecommunications:
Telecommunication costs are the responsibility of Client. Should out-of-pocket telecommunication costs be incurred by Fiserv, they will be documented and invoiced at cost to Client. Fiserv will provide notice to Client prior to any such cost being incurred.

Section 3 – Mutually Agreed Upon Operational Details

Single Electronic Payment Limit: $5,000.00

Fiserv has the sole right to lower this Single Electronic Payment Limit at any time, and may require a replacement agreement to acknowledge the new Single Electronic Payment Limit. A replacement agreement will be required in the event that the Single Electronic Payment Limit is raised to a limit higher than listed above.

Fiserv File Availability Time: 7 A.M. Eastern Time, Monday through Friday, other than Federal Reserve holidays

City of
Cocoa, Florida

65 Stone Street, Cocoa, Florida 32922
PHONE (321) 433-8611 FAX (321) 433-8608

CITY COUNCIL AGENDA ITEM

Memo Date:	July 26, 2011
Agenda Date:	August 9, 2011
Prepared By:	Lora Howell, Utility Accounting Manager
Through:	Micki Abdi, Finance Director
Requested Action:	Approve a multi-year contract with Fiserv, Direct Electronic Payment Delivery.

BACKGROUND:

On May 31, 2011, the City of Cocoa began using the Brevard County Tax Collectors office to process water payments. The Tax Collector's office cannot process electronic payments; therefore, ACH payments would have to be converted to paper checks.

Fiserv was and is currently submitting ACH payments through Intuition, our previous lockbox company. Fiserv charges Intuition .015 cents a transaction. The City processes approximately 9,000 ACH payments per month.

The Tax Collector charges 10 cents per transaction to process paper checks. The City would save .085 cents per ACH transaction if the electronic file was sent directly to the City. Fiserv has agreed to waive the programming fees.

The terms of this agreement shall continue for three years with an automatic 1 year renewal if both parties agree.

BUDGETARY IMPACT:

Account # 001-1510-536-49-00	Contract Services
Estimated Cost	$1,620 annually
Estimated Savings For FY12, 13 and 14	$9,000 annually

No impact on FY 2011 Budget

REVIEWED BY:

CITY MANAGER: 8/2/11
RIC HOLT

DEPUTY CITY MANAGER: 8/2/11
BRENDA FETTROW

FINANCE DIRECTOR
MICKI ABDI

PURCHASING MANAGER 8/2/11
HANK ROWAN

OMB MANAGER 8-2-11
VICKIE PACILIO

CITY ATTORNEY 8/2/11
ANTHONY GARGANESE

RECOMMENDED MOTION:
Approve a multi-year contract with Fiserv, Direct Electronic Payment Delivery.

DIRECT ELECTRONIC PAYMENT DELIVERY AGREEMENT – NET SETTLEMENT

This Direct Electronic Payment Delivery Agreement – Net Settlement (the "Agreement") is entered into as of October 1, 2011 ("Effective Date") between **Fiserv Solutions, Inc.**, itself and on behalf of its affiliates (together "Fiserv"), a Wisconsin corporation having its principal office at 255 Fiserv Drive, Brookfield, WI 53045, and the **City of Cocoa, FL** (the "Client"), a Florida state municipal corporation, having its principal office at 65 Stone Street, Cocoa, Florida 32922, Federal Tax ID # 59-6000292.

1. Services.

1.1 Fiserv provides electronic bill payment services to consumers and businesses ("Customers") who utilize Fiserv to perform such services. At its Customer's instruction, Fiserv will process a payment to a merchant or creditor for payment of the Customer's bill (the "Payment"). Fiserv has developed payment and service systems to maximize the electronic delivery of Payments, and to minimize or eliminate the use of paper drafts and checks (the "Service"). Fiserv will collect and electronically deliver Payments submitted by Customers, debited from Customers' designated bank accounts (the "Debit Entries") to Client as the payee.

1.2 Where Fiserv has received the funds prior to remitting the Payment to Client (known as "Good Funds"), there will be no limit (unless indicated otherwise in Exhibit A's section 3) on the amount of a single Payment, and the Payment will be transmitted through the electronic interface. Should Client elect to limit the daily amount of any single Payment through the electronic interface, such amount shall be indicated in Exhibit A's section 3, and individual Payments in excess of such amount will be made by paper draft or check.

2. Fiserv Obligations. All Payments transmitted by Fiserv shall be processed in accordance with the following specifications:

2.1 The data file of Payments' instructions will be electronically transmitted to Client daily by Fiserv in a mutually agreed upon format by the designated time (see Exhibit A's section 3) each Business Day. A "Business Day" is defined as each day, Monday through Friday, that is not a Federal Reserve holiday. The data file will conform to specifications mutually agreed upon by Client and Fiserv. Fiserv will notify Client upon Fiserv's discovery of any occurrence that may delay transmission of the data file.

2.2 The payment and reversal data, calculated pursuant to the terms of paragraph 3.3 below, will be 100% in balance with the expected amount of funds every day based upon the mutually agreed upon Net Settlement processing on which this Agreement is based. The associated Payments' funds, less the funds for reversal items, will be deposited electronically in the designated account and be available for use no later than on the Business Day following the date of transmission of the data records.

2.3 Fiserv will maintain records of the data files and Payments made and provide such information related thereto as Client may reasonably request upon reasonable notice to Fiserv during normal business hours.

2.4 Fiserv will designate specific personnel to work with Client in support of the implementation and electronic delivery of Payments. Using the mutually agreed upon procedures, Fiserv will use commercially reasonable efforts to respond to Client-initiated research requests involving Payments within three (3) Business Days provided that sufficient information is provided by Client to perform research. Fiserv agrees to aid Client in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

3. Client Obligations. All Payments received by Client shall be processed in accordance with the following specifications:

3.1 Client will post such Payments to Customers' accounts within one (1) business day of Fiserv transmitting the payments file to the Client.

3.2 Client shall establish and maintain for the term of this Agreement an account at a financial institution (the "Settlement Account") for the purpose of allowing Fiserv to credit funds to Client. Client hereby grants Fiserv authorization to effect electronic credits to the Settlement Account and Client agrees to execute any required documentation to grant such authority. The Settlement Account shall be the account designated in Exhibit A's section 1.

3.3 Client accepts full financial responsibility for the dollar amount of Debit Entries originally credited to Client and returned unpaid to Fiserv that were originated by Fiserv for Payments, irrespective of the reason for the return. Client agrees that Fiserv is authorized to net settle the amount of the returned Debit Entries to the Settlement Account.

3.4 Client will designate specific personnel to work with Fiserv in support of the electronic delivery of Payments. Using the mutually agreed upon procedures, Client will use commercially reasonable efforts to respond to Fiserv-initiated research requests involving Payments within three (3) Business Days provided that sufficient information is provided by Fiserv to perform research. Client agrees to aid Fiserv in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

4. Rejected Payments. No Payment transmitted hereunder may be rejected by Client unless the account data for such Payment is incorrect or incomplete or the account is blocked or closed. If any Payment is rejected hereunder, and Fiserv and Client are unable to determine the correct posting information, Client shall return the Payment data and funds in a mutually agreed upon format.

5. Exceptions. Client acknowledges that Payments will not be transmitted electronically in the following circumstances:

(a) Where the Customer banks at a financial institution that is not accessible through the Automated Clearing House ("ACH");
(b) Where the Customer's Client account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and Client; or,
(c) For a Payment in excess of the amount indicated in Exhibit A's section 3, if applicable.

6. Fees, Billing, and Payment.

6.1 Each party will bear its own costs associated with efforts in systems development, operational implementation, marketing and research. Fees for the Service performed by Fiserv under this Agreement (the "Fees") shall be calculated in accordance with Exhibit A's section 2. Fiserv reserves the right to change Fees with sixty (60) days advance written notification. Where Client does not agree to any such change, then Client may, within thirty (30) days of notification of such change, provide Fiserv with a thirty (30) day termination notice.

6.2 In addition to payment of Fees, Client shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Client's use of the Service (the "Expenses"), excluding taxes, expenses, fees or charges based on the income or property of Fiserv.

7. Confidential Information.

7.1 The term "Confidential Information" means proprietary information, trade secrets, customer information and transactions, all information that is not known by, or generally available to, the public at large and that concerns the business and affairs of

Fiserv or Client, including, but not limited to, existing systems and programs and those in development, accompanying documentation and related business plans, pricing, costs, pricing strategy, marketing plans, programs and/or other business strategies. Neither Fiserv nor Client shall have the obligation to specifically identify any information to which the protection of the Agreement extends by any notice or other action.

7.2 Confidential Information shall be used by each party solely in the performance of its obligations pursuant to this Agreement. Each party shall receive Confidential Information in confidence and not disclose Confidential Information to any third-party, except as may be necessary to perform its obligations pursuant to this Agreement and except as may be required by law or agreed upon in writing by the other party. Each party shall take all reasonable steps to safeguard Confidential Information disclosed to it so as to ensure that no unauthorized person shall have access to any Confidential Information. Each party shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of that party of which it becomes aware.

7.3 Upon request or termination of this Agreement, each party shall return to the other party all Confidential Information in its possession or control. No disclosure by a party hereto of Confidential Information of such party shall constitute a grant to the other party of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.

8. Warranties and Limitations of Liability.

8.1 Fiserv warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and that it will comply with all applicable laws, rules and regulations, including the ACH Rules published by the National Automated Clearing House Association. Client warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and that it will comply with all applicable laws, rules and regulations. Subject to the limitation set forth in paragraph 8.2 below, Fiserv shall be liable only for loss due to its failure to properly maintain the Service and its failure to comply with Client's instructions regarding the Service. Fiserv shall not be liable for loss due to inaccurate or untimely information provided by Client or Customers. If Fiserv causes funds to be transferred other than in accordance with the correct instruction from the Customer, Fiserv shall be responsible for redirecting the misdirected funds to the proper payee. Fiserv's liability will not exceed the dollar amount of any entries which are the subject of any claim.

8.2 Because of the extreme difficulty of fixing actual damages for any failure of Fiserv to perform its obligations hereunder, or from any failure of Fiserv to perform any obligations imposed by law, the parties agree that Fiserv's aggregate liability hereunder, if any, shall be limited to liquidated damages in the amount of the Fees paid for the two (2) calendar month immediately preceding the month in which the first claim accrued which gave rise to the damages; provided however, that such limitation shall not apply to Fiserv's obligation pursuant to this Agreement to deliver the dollar amounts equivalent to the Customers' Payments collected in connection with the Service. The provisions of this paragraph 8.2 apply even though the loss or damage, irrespective of cause or origin, results, directly or indirectly, from either performance or nonperformance of obligations imposed by this Agreement.

8.3 FISERV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FISERV BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF FISERV'S DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE TO CLIENT, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES.

9. Delays and Excuse from Performance. Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

10. Term and Termination Provisions.

10.1 The term of this Agreement is as of the Effective Date and shall continue for a period of three (3) years and shall renew automatically for additional one (1) year terms unless either party provides at least ninety (90) days notice of non-renewal prior to the end of the then-current term. If either party shall fail to deliver any payments when due without cause or intervention of force, this Agreement may be terminated immediately, or if either party shall default in the performance of any obligations other than payment obligations under this Agreement and shall fail or refuse to remedy such default within thirty (30) days after written notice of the alleged default, either party may terminate this Agreement upon twenty-four (24) hours written notice; provided further that if either party shall cease doing business, or become insolvent or become a party to any bankruptcy or receivership proceedings, or make an assignment for the benefit of creditors, then this Agreement shall terminate immediately. If at any time Fiserv suspects or discovers that Client is involved in any fraudulent or illegal activity, or otherwise poses risk to Fiserv, Fiserv shall in its sole discretion have the right to terminate the Agreement at any time.

If, after the Effective Date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of either party to perform hereunder, the applicable party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

10.2 Upon termination, the rights and obligations of parties hereunder will cease, excepting only the following which continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of Fiserv to continue its relationships with its Customers; (c) for all transactions occurring on or before the effective date of termination, the rights and obligations of each party to make or accept Payments and the obligations of Client to pay Fees and Expenses or fund returns; and, (d) the rights and obligations set forth in sections 7, 8, 9, and 11 through 15.

11. Notices. All notices and other official communications under this Agreement shall be in writing and sufficiently given if (i) delivered by nationally recognized overnight courier service evidencing written receipt of delivery, or (ii) mailed by U.S. Certified mail, return receipt requested, postage paid, or (iii) by facsimile with subsequent confirmation by delivery in any manner previously mentioned to:

Fiserv Solutions, Inc.
4411 East Jones Bridge Road
Norcross, Georgia 30092
Attention: General Counsel, Biller Solutions
Fax: (678) 375-1150

City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attention: Lora Howell
Fax: (321) 433-8404

or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or other official communication shall be deemed to be given as of the date it is personally delivered or three (3) days following the date when placed in the U.S. Postal Service mail in the manner specified.

12. **Independent Contractor.** Each party shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create and shall not be construed to create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

13. **Agency Relationship.** Fiserv and Client mutually agree that if a Payment from a Customer of Client, which is transmitted by Fiserv to Client, or to an agent of Client, does not post, it may be necessary for Fiserv to contact Client in an attempt to resolve the problem (a "Contact"). Client acknowledges that when Fiserv makes a Contact, it is doing so as agent for the Customer and Client agrees to provide the Customer information requested by Fiserv.

14. **Assignment.** Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, either party may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any direct or indirect wholly-owned subsidiary without the prior written consent of the other party. As between the parties hereto, no such assignment to a direct or indirect wholly-owned subsidiary shall relieve the assigning party of any of its duties and obligations under this Agreement.

15. **General Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law principles. (b) This Agreement shall not be amended except by written agreement signed by both parties. (c) In the event that any provisions, or any portion thereof, of this Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. (d) This Agreement, along with any executed addenda attached, together with any Schedules or Exhibits, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written including the Agent Authorization Agreement – Net Settlement between CheckFree Services (a wholly owned subsidiary of Fiserv) and Client, with an effective date of February 9, 2010 (the "Prior Agreement"). This Agreement supersedes and replaces the Prior Agreement. (e) No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. (f) This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile execution and delivery and email delivery of a signed electronic copy of this Agreement (e.g., a scanned image) is legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this Agreement as of the Effective Date.

CITY OF COCOA, FL

By: _____

Print: _____

Title: _____

Date: _____

FISERV SOLUTIONS, INC.

By: _____

Print: _____

Title: _____

Date: _____

Exhibit A
Settlement Account Instructions, Fee Schedule, Operational Details

Section 1 - Credit (of Payments less returned Debit Entries) to Client by Fiserv

Client Financial Institution to be credited:	SunTrust
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Client Account Name:	City of Cocoa
ABA / Routing Number:	061000104

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Per Item Fee: $0.015 per payment delivered

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(Above and beyond standard implementation under this Agreement)

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Section 3 – Mutually Agreed Upon Operational Details

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Fiserv File Availability Time: 7 A.M. Eastern Time, Monday through Friday, other than Federal Reserve holidays

Legislation Details (With Text)

File #:	18-510	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2018			**In control:**	City Council
On agenda:	10/24/2018			**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:	Contigency Report 9-2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2018
Agenda Date: October 24, 2018
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 September 30, 2018. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency — as of: 9/30/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY18 cum		$ -
	Danus Utilities		*FY 19 PO ISSUE*	FY2018			-	-		
	Contractor PO#									
		16,249	^contingency balance-->							
ES17HI	Shoreline Stabilization									
Op. Rev.		675,000.00	8/14/2018	2018-066						
Project Manager:		59,390.00	contingency authorized							
account #	001-1601-525.63-00	615,610.00	exp authorized before contingency				Cumulative	FY18 cum		$ -
	TSI Disaster Recovery		*FY 18 PO ISSUE*	FY2018	36623	47,500.00	47,500.00	47,500.00		
	Contractor PO# 73217									
		59,390	^contingency balance-->							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		103,609.55	7/24/2018	2018-056						
Project Manager:		4,934.00	contingency authorized							
account #	001-3580-519.62-00	98,675.55	exp authorized before contingency				Cumulative	FY18 cum		$ -
	Architects RZK, Inc.		*FY 18 PO ISSUE*	FY2018	36472	98,675.55	98,675.55	98,675.55		
	Contractor PO# 73061									
		4,934	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		201,750.12	6/26/2018	2018-014						
Project Manager:		26,315.00	contingency authorized							
account #	421-4025-536.46-00	175,435.12	exp authorized before contingency				Cumulative	FY18 cum		$ -
	Atlantic Development		*FY 18 PO ISSUE and Canceled Rescheduled*				-			
	Contractor PO# 73010									
		26,315	^contingency balance-->							
CD1205	Stone Street Streetscape									
Op. Rev.		1,000,000.00	10/24/2017	2018-022						
Project Manager:		50,000.00	contingency authorized							
account #	001-3510-541.63-00	950,000.00	exp authorized before contingency				Cumulative	FY18 cum		$ -
	423-3570-538.63-00									
	111-3230-559.63-00		*FY 18 PO ISSUE*	FY2018	35969	950,000.00	950,000.00	950,000.00	$ 493,671.72	
	Contractor: Masci General PO# 72675									
	B-18-02-COC									
		50,000	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY18 cum		$ -
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	522,649.93	522,649.93	$ 281,519.10	
	Contractor PO#72425									
		52,265	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
CP1501	Heart Of Cocoa Meeting Room									
Op. Rev.		175,000.00	10/24/2017	2017-104						
Project Manager:		18,125.00	contingency authorized							
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY18 cum		
	C&D Consturction PO# 71710									
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00	156,875.00	$ 34,592.18	$ -
			CO#1		35952	6,726.39	163,601.39	163,601.39		
		11,399	^contingency balance-->							
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85	599,596.27	$ 487,504.63	
			CO#1		36463	16,039.41	2,257,872.26	615,635.68		
		76,528	^contingency balance-->							
WS1402	Reject Pond Rehab - Engineering Services									
Op. Rev.		9,425,900.00	12/8/2015	2015-091						
Project Manager:		856,900.00	contingency authorized							
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 5,531,981.69
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
				FY2017	31822	6,815,828.77	8,636,311.00			
			CO#1		32217	1,243.00	8,637,554.00			
			CO#2		32311	77,406.00	8,714,960.00			
			CO#3		32488	15,311.00	8,730,271.00			
			CO#4		33475	(1,750.00)	8,728,521.00			
			CO#5		33669	10,956.00	8,739,477.00			
						(1,387,013.08)	7,352,463.92			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	1,387,013.08	$ 1,303,135.81	
			CO#1		35001	18,612.63	8,758,089.63	1,405,625.71		
			CO#2		35008	2,548.56	8,760,638.19	1,408,174.27		
			CO#3		35009	41,346.11	8,801,984.30	1,449,520.38		
			CO#4		35144	110,939.07	8,912,923.37	1,560,459.45		
			CO#5		35145	(21,069.96)	8,891,853.41	1,539,389.49		
			CO#6		35146	28,132.00	8,926,826.75	1,574,362.83		
			CO#7		35538	6,841.34	8,933,668.09	1,581,204.17		
			CO#8		36640	89,006.01	9,022,674.10	1,670,210.18		
		410,067	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager:		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
			*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				$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				$ 386,032.50
			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				$ 1,300.00
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30	1	$ -	
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97	430,299.69	2	$ 4,488.27	
		209,868	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
WS1222	BNR Process Improvements									
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083						
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized							
		2,753,375.93	constr' exp authorized before contingency							
				2018-083						
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037						
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order							
		76,000	Emergency Task Order authorized ($76k before task order contingency)							
						63-00	64-00	Cumulative	FY18 cum	FY18 / FY17
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		
Chinchor Electric FY2017 PO#69705					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		$ 5,085.16
			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		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		$ 58,955.00
						(33,812.06)		2,872,062.03		$ 169,885.00
						(13.25)		2,872,048.78		$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25	
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25 1	$ 34,536.25
			CO#2 CDM SMITH			86,975.40				
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	2,942,214.09		70,165.31 2	$ -
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				
		352,910	^contingency balance--> for Brandes Design-Build							
		10,000	^contingency balance--> for Maxwell Contracting							

Legislation Details (With Text)

File #:	18-511	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2018			**In control:**	City Council
On agenda:	10/24/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September FY 2018 EXPENSE Budget Tracking Worksheet.pdf September FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2018
Agenda Date: October 24, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2018 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 2018 thru September 30, 2018.

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 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
01/02/18	001-1000-511.52-00	(100)	PAY ANNUAL DUES FOR MAYOR FOR CIV/MILITARY COUNCIL		1058
	001-1000-511.54-00	100			
08/14/18	001-1000-511.23-00	16,197	COVER COUNCIL'S CHANGES IN HEALTH ELECTIONS		4432
3	Budget Amendments/Transfers		Division 1000 Total	$16,197	
1100 - CITY MANAGER'S OFFICE					
05/02/18	001-1100-512.40-00	(600)	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
07/20/18	001-1100-512.24-00	6	COVER COST OF RECLASS PR SPEC TO ASST TO CM		3925
	001-1100-512.21-00	236			
	001-1100-512.22-00	302			
	001-1100-512.23-00	412			
	001-1100-512.12-00	3,802			
2	Budget Amendments/Transfers		Division 1100 Total	$4,158	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/23/18	001-1103-516.44-00	(43,435)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1103-516.41-00	6,948			
	001-1103-516.46-00	33,318			
	001-1103-516.34-00	38,950			
	001-1103-516.52-00	131,724			
03/27/18	001-1103-516.34-00	35,781	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2292
	001-1103-516.52-00	131,724			
	001-1103-516.52-00	(131,724)			2293
	001-1103-516.34-00	(35,781)			
04/16/18	001-1103-516.34-00	(4,363)	CORRECT NEGATIVE BALANCE FROM INFO TECH SUBSCRIP		2573
	001-1103-516.55-00	4,363			
	001-1103-516.64-15	(13,500)	MOVE COSTS FOR LICENSING SOFTWARE FOR NEW SERVER		2572
	001-1103-516.52-00	13,500			
05/02/18	001-1103-516.64-15	(9,844)	CHANGE DATRIUM AND VMWARE TO NEW ACCOUNT LINE		2779
	001-1103-516.68-10	9,844			
05/14/18	001-1103-516.34-00	(15,000)	COVER TYLER AEGIS ENT UPG AND COVER OPERAT SUPPLIES		2961
	001-1103-516.44-00	(7,500)			
	001-1103-516.52-00	22,500			
05/22/18	001-1103-516.34-00	(11,830)	COVER BUDGET SHORTFALL NEW FIVE9 CUST SVC LINES		3175
	001-1103-516.41-00	11,830			
06/19/18	001-1103-516.34-00	(2,000)	MOVE FUNDS TO COVER FIVE9 EXPENSES FOR JUL-AU		3477
	001-1103-516.41-00	2,000			
06/25/18	001-1103-516.52-00	(95,925)	COVER UPGRADES TO THE NEW WORLD SYSTEM		3538
	001-1103-516.31-00	95,925			
07/10/18	001-1103-516.52-00	(1,800)	ADD SIX LICENSES TO FIVE9 TELEPHONE SYSTEM		3834
	001-1103-516.41-00	1,800			
07/20/18	001-1103-516.46-00	(188)	ADD FUNDS TO COVER WFO DATA CNTR UPS INSTALL		3925
	001-1103-516.64-00	188			
08/15/18	001-1103-516.46-00	(275)	COVER FLGISA CONFERENCE FEES FOR CTO		4273
	001-1103-516.55-00	275			
09/21/18	001-1103-516.46-00	(6,200)	NEG BAL IN CONTRACT SVCS DUE TO PHONE SYSTEM ADDTN		4835
	001-1103-516.34-00	6,200			
17	Budget Amendments/Transfers		Division 1103 Total	$207,329	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/05/18	001-1500-513.12-00	(56,901)	EMPLOYEE ENTERED DROP JAN 1 - MOVE SALARY & WAG		1586

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/05/18	001-1500-513.12-12	5,905	EMPLOYEE ENTERED DROP JAN 1 - MOVE SALARY & WAG		1586
	001-1500-513.13-00	50,996			
03/27/18	001-1500-513.12-12	27,739	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
05/02/18	001-1500-513.55-00	400	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
06/12/18	001-1500-513.24-00	11	TEMP HEADCOUNT INCREASE FINANCE PART TIME EMPLOYE		3460
	001-1500-513.21-00	445			
	001-1500-513.13-00	5,554			
6	Budget Amendments/Transfers		Division 1500 Total	$36,831	
1505 - PURCHASING					
03/22/18	001-1505-513.12-00	(1,664)	COVER ACCRUAL PAYOUTS FOR EMPLOYEE		2191
	001-1505-513.12-12	1,664			
05/02/18	001-1505-513.55-00	200	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
2	Budget Amendments/Transfers		Division 1505 Total	$200	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/27/18	001-1510-536.52-00	(176)	RECLASS SUB COSTS FOR LASERFICHE SERVER		1884
	001-1510-536.46-00	176			
04/19/18	001-1510-536.12-00	(2,000)	ADD OVERTIME TO COVER VACANT POSITIONS / WORK		2628
	001-1510-536.14-00	2,000			
05/15/18	001-1510-536.52-00	(1,150)	ADJUST TWO CASHIER COUNTERTOPS REACH		2984
	001-1510-536.46-00	1,150			
05/29/18	001-1510-536.34-00	(13,502)	CUSTOMER SERVICE SUPERVIS POSITION STARTING 7-2-18		3177
	001-1510-536.24-00	20			
	001-1510-536.27-00	550			
	001-1510-536.21-00	608			
	001-1510-536.22-00	629			
	001-1510-536.23-00	3,759			
	001-1510-536.12-00	7,936			
08/14/18	001-1510-536.12-00	(2,046)	COVER ACCRUAL PAYOUTS FINANCE UTILITY ACCT EMPL		4432
	001-1510-536.12-12	2,046			
08/15/18	001-1510-536.49-00	(1,929)	PRCHSE MONITORS, CHAIRS, AND DESK CUST SVCS DIV		4270
	001-1510-536.49-00	(540)			
	001-1510-536.40-00	540			
	001-1510-536.52-00	1,929			
08/24/18	001-1510-536.49-00	(1,000)	COVER ADDING CARPET TO BILLING CONF ROOM		4431
	001-1510-536.42-00	45			
	001-1510-536.46-02	955			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
8	Budget Amendments/Transfers		Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
01/23/18	001-1600-513.39-00	(167,505)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1600-513.39-00	(24,360)	FEDERAL LOBBYING SERVICES WERE NOT BUDGETED		1420
	001-1600-513.31-00	24,360			
03/22/18	001-1600-513.48-00	(900)	CIGNA WELLNESS PROGRAMS PROMO ACTIVITIES BUDGT		2190
	001-1600-513.48-00	900			
03/27/18	001-1600-513.39-00	(76,000)	ADD TO NON-RETAINER COST FOR CITY ATTORNEY		2283
	001-1600-513.31-01	76,000			
	001-1600-513.39-00	(42,844)	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
	001-1600-513.31-00	15,105			
	001-1600-513.39-00	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2293
04/24/18	001-1600-513.39-00	(5,473)	ENDEAVOUR BOOK PROJECT FUND GRANT APPLICATION		2710
	001-1600-513.83-01	5,473			
06/12/18	001-1600-513.39-00	(4,000)	CENTER FOR PUB SAFETY COUNCIL PRESENTATION		3461
	001-1600-513.31-00	4,000			
	001-1600-513.39-00	(6,010)	TEMP HEADCOUNT INCREASE FINANCE PART TIME EMPLOYE		3460
06/19/18	001-1600-513.31-02	(1,310)	ADD FUNDS FOR TASC PO PROFESSIONAL SERVICES		3477
	001-1600-513.31-00	1,310			
	001-1600-513.43-00	18	ADD FUNDS TO PAY STORMWAT FEE FOR HILLTOP CEMETERY		3477
07/03/18	001-1600-513.49-00	(2,825)	COVER DUNLAP & ASSOCIATES SERVICES PO		3647
	001-1600-513.31-00	2,825			
07/24/18	001-1600-513.39-00	(24,500)	PROCURE ACTUARIAL SERVICE FOR PBA/IAFF NEGOTIATIONS		3989
	001-1600-513.31-00	24,500			
08/14/18	001-1600-513.39-00	(16,197)	COVER COUNCIL'S CHANGES IN HEALTH ELECTIONS		4432
09/11/18	001-1600-581.91-52	105,921	COVER HIGHER COSTS IN WORKER"S COMP SETTLEMENTS		4765
09/12/18	001-1600-513.25-00	(5,000)	COVER HEALTH CLINIC COSTS REMAINDER OF FY 18		4679
	001-1600-513.52-33	5,000			
	001-1600-513.52-33	21,802			
	001-1600-513.52-33	21,803			
09/30/18	001-1600-513.31-02	(402)	COVER LEGAL SERVICES FROM FISHER & PHILLIPS FY 18		4984
	001-1600-513.31-01	402			
18	Budget Amendments/Transfers		Division 1600 Total	$9,158	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
08/14/18	001-1601-525.42-00	232	ADDTNL BUDGT IN EMERGNCY ACCTS TO COVER HUR IRMA		4430

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/18	001-1601-525.31-00	6,440	ADDTNL BUDGT IN EMERGNCY ACCTS TO COVER HUR IRMA		4430
	001-1601-525.64-00	10,735			
	001-1601-525.34-00	27,929			
	001-1601-525.46-02	33,409			
	001-1601-525.46-00	53,802			
2	Budget Amendments/Transfers		Division 1601 Total	$222,987	
1801 - HUMAN RESOURCES					
01/31/18	001-1801-513.46-00	(82)	COVER THE COST OF TENURE BADGES FOR FY18		1496
	001-1801-513.47-00	82			
04/05/18	001-1801-513.46-00	(200)	BDGET TXFR WELLNESS EVENT REIMB		2394
	001-1801-513.31-00	200			
	001-1801-513.55-00	(280)	BUDGET TXFR HR CONFERENCE		2392
	001-1801-513.40-00	280			
05/02/18	001-1801-513.46-00	(266)	COVER TWO HR EMPLOYEES ATTEND WK COMP CONF		2770
	001-1801-513.40-00	266			
05/29/18	001-1801-513.46-00	(190)	COVER NEW HR EMP TRAVEL TO GEHRING GROUP TRAINING		3177
	001-1801-513.40-00	190			
07/26/18	001-1801-513.46-00	(67)	ADD FUNDS TO PAY FOR HR SHREDDING SERVICES FY18		3981
	001-1801-513.52-00	67			
6	Budget Amendments/Transfers		Division 1801 Total	$0	
1805 - CITY CLERK					
06/19/18	001-1805-513.49-00	(18)	ADD FUNDS TO PAY STORMWAT FEE FOR HILLTOP CEMETERY		3477
1	Budget Amendments/Transfers		Division 1805 Total	($18)	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/15/17	001-2100-521.64-01	23,464	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER	888
01/31/18	001-2100-521.55-00	(2,000)	MOVE FUNDS FROM TRAINING TO TRAVEL AND PER DIEM	1496
	001-2100-521.40-00	2,000		
03/14/18	001-2100-521.44-00	(13,000)	UNBDGTD TRAVEL, UNIFORMS, ANNL RPRT AND BCKGRND CHK	2097
	001-2100-521.47-00	500		
	001-2100-521.31-00	2,500		
	001-2100-521.40-00	4,000		
	001-2100-521.52-00	6,000		
04/05/18	001-2100-521.46-03	(233)	BUDGET TXFR TITLE & TAG REPLACEMENT MOTORCYCLE	2393
	001-2100-521.49-00	233		
05/21/18	001-2100-521.44-00	(12,500)	COVER CLERK FILING FEES PURCHASE CHAIRS & SOFTWRE	3063
	001-2100-521.49-00	500		
	001-2100-521.52-00	12,000		
07/05/18	001-2100-521.44-00	(7,621)	ADD FUNDS TO VERIZON PO TO PURCHASE AIR CARDS	3680
	001-2100-521.41-00	7,621		
07/12/18	001-2100-521.44-00	(3,300)	COVER ATTORNEY FEES FOR CODE ENFORCEMENT HEARING	3764
	001-2100-521.52-07	(272)		
07/24/18	001-2100-521.52-00	10,000	ACCEPT DONATION OF PD DOG WORTH 10K FROM COMM FRST	4046
08/02/18	001-2100-521.64-15	(1,535)	PURCHASE ADDITIONAL PANSN TOUGHBOOK FOR PD	4088
	001-2100-521.64-00	(201)		
	001-2100-521.64-01	1,736		
08/08/18	001-2100-521.64-00	(700)	COVERT PD POLE CAMERA TO BOX SYSTEM	4160
	001-2100-521.46-00	700		
08/14/18	001-2100-521.12-00	(32,997)	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG	4432
	001-2100-521.12-12	20,997		
08/15/18	001-2100-521.52-00	(2,000)	COVER ATTORNEY FEES FOR CODE ENF LEGAL CASE	4273
09/12/18	001-2100-521.12-00	(21,803)	COVER HEALTH CLINIC COSTS REMAINDER OF FY 18	4679
09/18/18	001-2100-521.13-00	(27,966)	COVER OVERTIME & ACCRUAL PAYOUTS FOR PD	4766
	001-2100-521.12-12	1,832		
	001-2100-521.14-00	13,059		
	001-2100-521.12-06	13,075		
09/26/18	001-2100-521.46-03	(5,934)	FUEL ACCT BUDGET INCREASE	4920
	001-2100-521.40-00	(4,862)		
	001-2100-521.49-21	(4,500)		
	001-2100-521.55-00	(3,572)		
	001-2100-521.54-00	(632)		
	001-2100-521.52-30	19,500		
20 Budget Amendments/Transfers			Division 2100 Total	($35,654)

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
08/14/18	001-2101-521.12-00	(992)	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG		4432
	001-2101-521.12-12	992			
3	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
03/14/18	001-2132-524.40-00	(178)	ATTEND F.A.C.E. TRAINING FOR CODE ENFORCEMENT		2097
	001-2132-524.55-00	178			
05/02/18	001-2132-524.64-00	(2,400)	COVER NEG BAL IN ACCRUALS COMM AND OPERATING		2770
	001-2132-524.41-00	282			
	001-2132-524.52-00	326			
	001-2132-524.12-12	1,792			
07/12/18	001-2132-524.31-01	3,572	COVER ATTORNEY FEES FOR CODE ENFORCEMENT HEARING		3764
08/14/18	001-2132-524.23-00	12,000	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG		4432
08/15/18	001-2132-524.31-01	2,000	COVER ATTORNEY FEES FOR CODE ENF LEGAL CASE		4273
09/21/18	001-2132-524.12-00	(5,476)	ADD FUNDS TO COVER EMPLOY HEALTH CARE / CODE ENFRCE		4835
	001-2132-524.27-00	(800)			
	001-2132-524.14-00	(257)			
	001-2132-524.23-00	6,533			
8	Budget Amendments/Transfers		Division 2132 Total	$15,921	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/13/18	001-2200-522.52-00	(3,887)	TXFR MOBILE EYES FIRE SFT TO CONTRACT SERVICES		1686
	001-2200-522.34-00	3,887			
06/18/18	001-2200-522.42-00	550	FIRE INSPECTORS POSTAGE AND STAMP COSTS INCREASE		3462
07/26/18	001-2200-522.40-00	(704)	COVER UNEXPCTD EXPENSES IN FIRE TRAVEL AND TRAINI		3981
	001-2200-522.55-00	125			
6	Budget Amendments/Transfers		Division 2200 Total	$25,572	
2201 - FIRE OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION	890
	001-2201-522.64-00	467		
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M	1004
	001-2201-522.46-00	5,862		
01/31/18	001-2201-522.64-00	149	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR	1496
	001-2201-522.52-00	(149)	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR INV	1496
03/22/18	001-2201-522.12-00	(2,891)	COVER SICK AND VACATION ACCRUAL PAYOUTS	2191
	001-2201-522.12-12	2,891		
03/27/18	001-2201-522.52-00	2,476	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT	2284
	001-2201-522.64-00	13,877		
05/07/18	001-2201-522.46-00	(735)	COVER UTILITY CONNECT FEE AND OLD FIRE STN UTIL COS	2836
	001-2201-522.52-10	735		
05/08/18	001-2201-522.64-00	121,000	REFURBISH FIRE ENGINE 30 TO EXTEND USEFUL LIFE	2965
05/14/18	001-2201-522.46-00	(1,710)	MOVE FUNDS TO COVER ALARM PANELS FOR NEW FIRE STATN	2961
	001-2201-522.41-00	1,710		
05/29/18	001-2201-522.52-05	(1,320)	PAY FOR DIRECTV FOR NEW FIRE STATIONS THROUGH SEP	3177
	001-2201-522.41-00	1,320		
06/18/18	001-2201-522.42-00	(550)	FIRE INSPECTORS POSTAGE AND STAMP COSTS INCREASE	3462
07/03/18	001-2201-522.52-05	(5,398)	COVER FPL COSTS FOR NEW FIRE STN AND OLD	3647
	001-2201-522.43-00	5,398		
07/05/18	001-2201-522.64-00	(121,000)	ASSOCIATE FIRE TRUCK REFR WITH PROJECT NUMBER	3679
	001-2201-522.64-00	121,000		
07/26/18	001-2201-522.40-00	579	COVER UNEXPCTD EXPENSES IN FIRE TRAVEL AND TRAINI	3981
07/31/18	001-2201-522.46-00	(4,525)	PURCHASE BUNKER GEAR IN UNUSUAL SIZES FOR STAFF	4042
	001-2201-522.52-00	4,525		
08/14/18	001-2201-522.12-00	(102,262)	ACCRUAL PAYOUTS 2 FIRE EM AND OVERTIME FOR FY18	4432
	001-2201-522.14-00	45,450		
	001-2201-522.12-12	56,812		
08/15/18	001-2201-522.52-00	(300)	ADD FNDS TO COVER FL CITY GAS FOR STATIONS IN FY18	4273
	001-2201-522.52-10	300		
08/31/18	001-2201-522.55-00	(2,221)	FPL AND WATER BILLS FOR FIRE STATIONS REMAIN FY18	4529
	001-2201-522.31-00	261		
	001-2201-522.43-00	1,960		
09/12/18	001-2201-522.12-00	(21,802)	COVER HEALTH CLINIC COSTS REMAINDER OF FY 18	4679
09/30/18	001-2201-522.64-00	(8,000)	COVER TIRES FOR TOWER LADDER TRUCK	4984
	001-2201-522.46-03	8,000		
20	Budget Amendments/Transfers		Division 2201 Total	$115,580

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			
02/27/18	001-3200-515.31-00	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
04/23/18	001-3200-515.52-00	(150)	COVER A SHORTAGE FOR VERIZON BILL		2660
	001-3200-515.41-00	150			
07/20/18	001-3200-515.55-00	(1,200)	CORRECT NEG BALANCE IN COMM AND OPER SUPPLIES		3925
	001-3200-515.41-00	300			
	001-3200-515.52-00	900			
	001-3200-515.12-00	(3,802)	COVER COST OF RECLASS PR SPEC TO ASST TO CM		3925
	001-3200-515.23-00	(412)			
	001-3200-515.22-00	(302)			
	001-3200-515.21-00	(236)			
	001-3200-515.24-00	(6)			
08/14/18	001-3200-515.12-00	(2,789)	COVER ACCRUAL PAYOUTS 2 COMM SVCS DEPT EMPLOYEE		4432
	001-3200-515.12-12	2,789			
09/21/18	001-3200-515.34-00	14,000	COVER CONTRACT SVCS COSTS FOR BLDNG OFF AND PLAN RV		4835
8	Budget Amendments/Transfers			Division 3200 Total $38,786	
3205 - ECONOMIC DEVELOPMENT					
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
01/31/18	001-3205-559.42-00	(20)	COVER TABLECLOTH RENTAL FOR COCOA JOB FAIR		1496
	001-3205-559.44-00	20			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/07/18	001-3205-559.47-00	(191)	COVER HOSTING AND SUPPRT FOR ECON DEV WEBSITE		1619
	001-3205-559.46-00	191			
05/07/18	001-3205-559.49-05	(31,000)	ADD FUNDS TO BROWNSFIELD PROJECT NUMBER		2835
	001-3205-559.49-05	31,000			
06/25/18	001-3205-559.49-06	(1,442)	RECLASS LAPTOP PURCHASED W/ BROWNFIELDS MONEY		3540
	001-3205-559.64-00	1,442			
08/15/18	001-3205-559.48-00	(16)	COVER AN HDMI ADAPTER FOR COMM SVCS DEPT		4273
	001-3205-559.64-00	16			
09/21/18	001-3205-559.31-00	(14,000)	COVER CONTRACT SVCS COSTS FOR BLDNG OFF AND PLAN RV		4835
	001-3205-559.42-00	(100)	COVER NEGATIVE BALANCE IN VERIZON WIRELESS ACCT		4835
	001-3205-559.41-00	100			
9	Budget Amendments/Transfers		Division 3205 Total	($14,000)	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
08/14/18	001-3290-574.15-00	(1,072)	COVER ACCRUAL PAYOUTS 2 LEISURE SVCS EMPLOYEES		4432
	001-3290-574.12-12	1,072			
3	Budget Amendments/Transfers		Division 3290 Total	$12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			
02/07/18	001-3500-519.12-00	(127)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3500-519.12-12	127			
2	Budget Amendments/Transfers		Division 3500 Total	($1,407)	
3510 - PUBLIC WORKS MAINTENANCE					
03/27/18	001-3510-541.63-00	(300,000)	STONE STREET STREETSCAPE PROJECT BID		2285
	001-3510-541.63-00	(40,000)			
	001-3510-541.63-00	40,000			
	001-3510-541.63-00	300,000			
04/12/18	001-3510-541.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT		2545
	001-3510-541.31-00	5,000			
06/07/18	001-3510-541.63-00	(9,855)	STREET SIGNS ACCT CORRECT FROM INFRASTRUCT TO OPER		3314
	001-3510-541.52-00	9,855			
07/05/18	001-3510-541.31-00	(8,664)	MOVE PERMIT AND ENGINEER TO CAPITAL EXPENSE LINE		3677

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/05/18	001-3510-541.63-00	8,664	MOVE PERMIT AND ENGINEER TO CAPITAL EXPENSE LINE		3677
07/27/18	001-3510-541.46-00	57,000	BUDGET ADMIN STREET LIGHT REPLACE DAMAGED DESTROY'D		4012
08/14/18	001-3510-541.64-00	100,000	ADD FUNDS FOR FORKLIFT & CLAW TRUCK FOR STORMWATER		4538
	001-3510-541.64-00	44,584	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
08/24/18	001-3510-541.52-00	(5,000)	COVER SHORTAGE IN PROF SV AND CONTRACT SVC		4431
	001-3510-541.34-00	500			
	001-3510-541.31-00	4,500			
09/18/18	001-3510-541.52-00	(5,000)	TRANSFER TO COVER TRAFFIC SIGNAL MAINTENCE FOR FY18		4766
	001-3510-541.46-00	5,000			
9	Budget Amendments/Transfers		Division 3510 Total	$201,584	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
02/05/18	001-3520-572.12-00	(45,906)	EMPLOYEE ENTERED DROP JUN 1 - MOVE SALARY & WAG		1586
	001-3520-572.13-00	45,906			
03/16/18	001-3520-572.34-00	(15,000)	COVER OVERTIME AND PLANT REPLACEMENTS UNBUDGTD		2123
	001-3520-572.52-00	5,000			
	001-3520-572.14-00	10,000			
05/15/18	001-3520-572.34-00	(15,000)	FUND OVERTIME MOWING DURING CONTRACT GAP		2984
	001-3520-572.55-00	150			
	001-3520-572.52-00	4,850			
	001-3520-572.14-00	10,000			
07/03/18	001-3520-572.34-00	(8,000)	PURCHASE NEW XMAS TREE AND ADDTNL SNOWFALL LIGHT		3647
	001-3520-572.55-00	250			
	001-3520-572.52-00	1,750			
	001-3520-572.64-00	6,000			
07/31/18	001-3520-572.34-00	(4,000)	COVER ZERO TURN MOWER REPAIR AND A NEG BALANCE		4042
	001-3520-572.49-00	400			
	001-3520-572.46-00	3,600			
08/14/18	001-3520-572.34-00	(15,000)	ACCRUAL PAY, SHOE ALLOW, AND MOWING SERVICES		4432
	001-3520-572.12-00	(3,452)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/18	001-3520-572.20-00	110	ACCRUAL PAY, SHOE ALLOW, AND MOWING SERVICES		4432
	001-3520-572.12-12	3,342			
	001-3520-572.14-00	15,000			
10	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
02/07/18	001-3540-519.12-00	(110)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3540-519.20-00	110			
06/25/18	001-3540-519.34-00	(31,330)	FUND FLEET PURCHASES ARC SYSTEM / POST LIFT SY		3535
	001-3540-519.64-00	31,330			
08/24/18	001-3540-519.34-00	(17,700)	COVER PURCHASE AND INSTAL OF NEW PUMP CONTROLLER		4431
	001-3540-519.64-00	17,700			
09/18/18	001-3540-519.52-00	(925)	COVER NEG BALANCE IN PUBLICATIONS AND TRAINING		4766
	001-3540-519.54-00	225			
	001-3540-519.55-00	700			
5	Budget Amendments/Transfers		Division 3540 Total	($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/07/18	001-3560-519.12-00	(534)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3560-519.12-12	534			
03/05/18	001-3560-519.46-02	(15,000)	PUBLIC WORKS COMPOUND NEW FENCE INSTALLATION		1953
	001-3560-519.63-00	15,000			
05/14/18	001-3560-519.52-00	5,000	COVER OPERATING SUPPLIES FOR REMAINDER OF FY18		2961
06/25/18	001-3560-519.34-00	(4,000)	COVER OVRTIME, OP SUPPLY & FUEL COSTS PW FY18		3535
	001-3560-519.14-00	1,000			
	001-3560-519.52-00	3,000			
07/05/18	001-3560-519.46-02	(1,644)	COVER FINAL INSURANCE INV FLORIDA MUNI TRUST INS		3680
	001-3560-519.55-00	(1,000)			
	001-3560-519.45-00	2,644			
	001-3560-519.52-00	(15,000)	RECLASS COLLINS MUSEUM CABINETS TO CAPITAL LINE		3678

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/05/18	001-3560-519.64-00	15,000	RECLASS COLLINS MUSEUM CABINETS TO CAPITAL LINE		3678
07/31/18	001-3560-519.46-02	(20,300)	PURCHASE A REPLACEMENT PUB WORKS VEHICLE		4047
	001-3560-519.64-00	20,300			
08/14/18	001-3560-519.12-00	(110)	ACCRUAL PAY, SHOE ALLOW, AND MOWING SERVICES		4432
	001-3560-519.20-00	110			
08/20/18	001-3560-519.46-02	(7,000)	COVER INSTALL OF AUTOMATI TRANSFER SWITCH AT PUB WO		4336
	001-3560-519.64-00	7,000			
09/18/18	001-3560-519.55-00	(1,000)	ADD FUNDS TO COVER OVERTIME FOR FY 18		4766
	001-3560-519.14-00	1,000			
09/30/18	001-3560-519.34-00	(145)	AERC RECYCLING SHIPPING CHARGES COVERED		4984
	001-3560-519.42-00	145			
14	Budget Amendments/Transfers		Division 3560 Total	($10,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
04/05/18	001-3580-519.64-00	(32,100)	BUDGET TXFR DIGI MSG BRD		2391
	001-3580-519.63-00	32,100			
05/14/18	001-3580-519.64-00	(5,000)	COVER OPERATING SUPPLIES FOR REMAINDER OF FY18		2961
06/25/18	001-3580-519.64-00	(400)	COVER OVRTIME, OP SUPPLY & FUEL COSTS PW FY18		3535
	001-3580-519.52-30	400			
08/14/18	001-3580-519.63-00	375,000	MOVE MONEY INTO CAPT INFR FOR SHORELINE STABILIZATI		4340
	001-3580-519.62-00	(44,584)	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
09/18/18	001-3580-519.52-00	(100)	COVER FINAL VERIZON INVOICE FOR FY 2018		4766
	001-3580-519.41-00	100			
7	Budget Amendments/Transfers		Division 3580 Total	$325,416	
189	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,159,574**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
1	Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/27/17	110-3230-559.31-00	1	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT	1003
01/23/18	110-3230-559.83-00	(27,910)	COVER LEE WENNER CONNECTR SHORTFALL OF FUNDS	1419
	110-3230-559.63-00	27,910		
03/13/18	110-3230-559.63-00	(1,000)	DEMOLISH COAST GUARD BUILDING	2143
	110-3230-559.31-00	1,000		
	110-3230-559.63-00	(2,253)	DOMOLISH PLAYGROUP EQU	2144
	110-3230-559.31-00	2,253		
	110-3230-559.63-00	(14,825)	PEDESTRIAN LIGHTING RIVERFRONT CONNECTOR	2142
	110-3230-559.63-00	14,825		
04/13/18	110-3230-559.39-00	(100)	COVER NEW WATER HEATER FOR COCOA VILLAGE POST OF	2555
	110-3230-559.46-00	100		
05/14/18	110-3230-559.39-00	(836)	COVER REPAIRS AND MAINT FOR VILLAGE POST OFFICE	2961
	110-3230-559.46-00	836		
05/15/18	110-3230-559.63-00	(9,640)	FUND PARKING ANALYSIS OF VILLAGE BY COCOA CRA	2984
	110-3230-559.31-00	9,640		
06/25/18	110-3230-559.63-00	(5,000)	ADD FUNDS FOR COCOA WATERFRONT MASTER PLAN	3535
	110-3230-559.31-00	5,000		
07/03/18	110-3230-559.63-00	(3,100)	COVER APPRAISAL COSTS FOR 603 BREVARD AVENUE	3647
	110-3230-559.34-00	3,100		
	110-3230-559.63-00	(7,200)	RIVERFRONT CONNECTOR PROJECT CURBING	3646
	110-3230-559.63-00	7,200		
08/20/18	110-3230-559.12-00	(3)	COVER OVERTIME COSTS FOR COCOA REDEV AGENCY FUND	4336
	110-3230-559.14-00	3		
09/06/18	110-3230-559.39-00	(14,900)	COVER CONSULTING FEES FOR COCOA VILLAGE HOTEL PROPS	4584
	110-3230-559.31-00	14,900		
	110-3230-559.63-00	(6,435)	PURCHASE 10x10 SHED FOR COCOA CRA PURPOSES	4584
	110-3230-559.52-00	1,950		
	110-3230-559.34-00	4,485		
09/30/18	110-3230-559.63-00	(5,556)	MOVE MORSE COMM INVOICE FROM CAPITAL TO REPAIRS	4985
	110-3230-559.46-00	137		
	110-3230-559.64-15	5,419		
17 Budget Amendments/Transfers			Division 3230 Total	$0
17 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$0**
3230 - CRA ADMIN/OPERATIONS				
02/21/18	111-3230-559.83-00	(198)	COVER STORMWATER EXPNS FOR WHALEY STREET PROPRTY	1817
	111-3230-559.43-00	198		
	111-3230-559.83-00	(1,000)	TXFR FOR DIAMOND SQUARE LEGAL EXPENSE ACCT	1817

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/21/18	111-3230-559.31-01	1,000	TXFR FOR DIAMOND SQUARE LEGAL EXPENSE ACCT		1817
04/02/18	111-3230-559.12-00	(1)	COVER OVERTIME COSTS FOR EMPLOYEE		2320
	111-3230-559.14-00	1			
04/25/18	111-3230-559.83-00	(3,051)	INSTALL BENCH AND WASTE CAN AT ROSA L BUS STOP		2687
	111-3230-559.42-00	423			
	111-3230-559.64-00	2,628			
08/31/18	111-3230-559.83-00	(5,455)	COVER APPROVED CRA COSTS FOR COMMUNITY GARDEN		4529
	111-3230-559.43-00	290			
	111-3230-559.34-00	2,175			
	111-3230-559.52-00	2,990			
09/26/18	111-3230-559.40-00	(500)	BUDGT TXFR INCREASE LEGAL COVER FY 18 EXPENDITURES		4915
	111-3230-559.31-01	500			
6	Budget Amendments/Transfers		Division 3230 Total	$0	
	6 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
07/20/18	112-3230-559.34-00	(184)	CORRECT NEGATIVE BALANCE IN ELCT/WTR/SEWR FOR CRA		3925
	112-3230-559.34-00	(122)			
	112-3230-559.43-00	122			
	112-3230-559.45-00	184			
1	Budget Amendments/Transfers		Division 3230 Total	$0	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
05/08/18	141-2100-521.64-00	9,666	ACCEPT REVENUE FROM INSUR AND PURCHASE A REPLACEMEN		2962
1	Budget Amendments/Transfers		Division 2100 Total	$9,666	
	1 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$9,666**	
1600 - GENERAL OPERATIONS					
03/13/18	201-1600-513.72-00	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1	Budget Amendments/Transfers		Division 1600 Total	$5,853	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$5,853**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/03/17	301-3580-519.64-00	12,470	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3	364
	301-3580-519.64-00	12,866		
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM	510
02/14/18	301-3580-519.62-00	(13,000)	MOVE FIRE STN A/C UNITS TO MACHINERY & EQUIPMNT	1727
	301-3580-519.62-00	(10,000)		
	301-3580-519.64-00	10,000		
	301-3580-519.64-00	13,000		
04/10/18	301-3580-519.62-00	(11,846)	FIRE STATIONS 2 & 3 TXFR FROM BLDNGS TO MACHINERY	2488
	301-3580-519.62-00	(10,972)		
	301-3580-519.64-00	10,972		
	301-3580-519.64-00	11,846		
05/01/18	301-3580-519.62-00	(31,376)	RECLASS CHARGES THAT DONT MEET CAPITAL THRESHO	2760
	301-3580-519.64-00	10,981		
	301-3580-519.34-00	20,395		
05/09/18	301-3580-519.62-00	(31,437)	COVER EQUIP, FENCING, & LANDCAPE FS #2 & #3	2869
	301-3580-519.62-00	(13,837)		
	301-3580-519.64-00	3,337		
	301-3580-519.64-00	3,337		
	301-3580-519.63-00	10,500		
	301-3580-519.63-00	28,100		
05/15/18	301-3580-519.34-00	(20,395)	CORRECT ACCOUNT NUMBER FOR FOM CAP INFR THRESHOL	2983
	301-3580-519.62-00	(6,727)		
	301-3580-519.63-00	27,122		
	301-3580-519.62-00	(9,958)	MOVE FUNDS TO BUY WIRELES NETWORK FOR FS #3	2984
	301-3580-519.64-15	9,958		
05/22/18	301-3580-519.62-00	(203,763)	FIRE STATION 1 - LAND IMP INFRASTRUCTURE & MACHINER	3172
	301-3580-519.61-00	25,995		
	301-3580-519.64-00	44,567		
	301-3580-519.63-00	133,201		
	301-3580-519.62-00	(127,063)	FIRE STATION 2 - LAND IMP INFRASTRUCTURE & MACHINER	3173
	301-3580-519.52-00	(100,000)		
	301-3580-519.64-00	5,891		
	301-3580-519.61-00	46,041		
	301-3580-519.63-00	175,131		
	301-3580-519.62-00	(282,313)	FIRE STATION 3 - LAND, OP INFRASTRUCTURE AND MACHIN	3174
	301-3580-519.52-00	(137,270)		
	301-3580-519.62-00	(15,519)		
	301-3580-519.64-00	5,017		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/22/18	301-3580-519.61-00	68,332	FIRE STATION 3 - LAND, OP INFRASTRUCTURE AND MACHIN		3174
	301-3580-519.63-00	361,753			
08/14/18	301-3580-519.31-00	(100,000)	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
	301-3580-581.91-01	100,000			
13	Budget Amendments/Transfers		Division 3580 Total	$15,000	
	13 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
01/17/18	421-1515-536.64-00	(338)	INSTALL KRONOS TIME CLOCK AT UTILITY COMPOUND		1294
	421-1515-536.46-00	338			
03/22/18	421-1515-536.12-00	(165)	COVER SHOE ALLOWANCE THREE NEW HIRES		2191
	421-1515-536.20-00	165			
04/25/18	421-1515-536.12-00	(27,739)	COVER RETIREMENT ACCRUAL OF LONGTIME EMPLOYEE		2687
	421-1515-536.12-12	27,739			
05/02/18	421-1515-536.64-00	(4,669)	SUCCESSION PLANNING DUE TO RETIREMENT FIELD SVC		2770
	421-1515-536.12-00	4,669			
06/26/18	421-1515-536.64-00	20,904	VEHICLE PROCEEDS FROM TOTAL LOSS - INSURANCE		3645
08/15/18	421-1515-536.52-00	(540)	COVER ADDITIONAL ATTENDEE TO NEPTUNE CONF CUST SVC		4270
	421-1515-536.52-00	(295)			
	421-1515-536.55-00	295			
	421-1515-536.40-00	540			
08/22/18	421-1515-536.12-00	(2,600)	METER READER OVERTIME DUE TO INJURIES AND ILLNESS		4382
	421-1515-536.14-00	2,600			
8	Budget Amendments/Transfers		Division 1515 Total	$20,904	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/17	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
07/05/18	421-4010-536.31-00	(5,946)	COVER FINAL INSURANCE INV FLORIDA MUNI TRUST INS		3680
	421-4010-536.45-00	5,946			
07/20/18	421-4010-536.52-00	(3,832)	PURCHASE PORTABLE CALORIMETER FOR LAB		3925
	421-4010-536.64-00	3,832			
08/08/18	421-4010-536.31-00	(486)	BRING ACCOUNT POSITIVE & PAY FOR WATER CONS INSERT		4160
	421-4010-536.47-00	486			
08/14/18	421-4010-536.39-00	(2,260)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT		4432
08/15/18	421-4010-536.31-00	(46)	COVER INCREASE IN PRINTIN COST FOR WATER CONSERV		4273
	421-4010-536.47-00	46			
08/31/18	421-4010-536.31-00	(2,500)	COVER INVOICES FOR WATER QUALITY CONTROL LAB		4529
	421-4010-536.52-00	2,500			
09/12/18	421-4010-536.34-00	(23,830)	COVER HEALTH CLINIC COSTS REMAINDER OF FY 18		4679
	421-4010-536.23-00	(12,729)			
	421-4010-536.31-33	1,535			
	421-4010-536.52-33	35,024			
15	Budget Amendments/Transfers		Division 4010 Total	1,036,764)	
4011 - EMERGENCY/DISASTER SVS					
08/14/18	421-4011-525.46-00	2,260	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT		4432
1	Budget Amendments/Transfers		Division 4011 Total	$2,260	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-4020-536.63-00	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
	421-4020-536.46-00	(255,000)	ALLOW CONTIN OF WORK ON GROUNDWATER FILTER #6		1268
	421-4020-536.63-00	255,000			
02/27/18	421-4020-536.46-00	(77,501)	FILTER MEDIA REPLACEMENT DYAL FILTER #6 (WS18FM)		1950
	421-4020-536.63-00	77,501			
03/16/18	421-4020-536.63-00	(15,053)	PHASE 3 OF CMMS NEEDS ADDTNL FUNDS.		2122
	421-4020-536.63-00	15,053			
03/29/18	421-4020-536.12-00	(711)	COVER COST OF ACCRUAL PAYOUTS FOR EMPLOYEE		2281

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/29/18	421-4020-536.12-12	711	COVER COST OF ACCRUAL PAYOUTS FOR EMPLOYEE	2281
04/24/18	421-4020-536.63-00	(199,500)	COMBINE WS18DG & WS18AS AND ADD FNDS FOR SCADA	2712
	421-4020-536.63-00	(170,000)		
	421-4020-536.63-00	(160,000)		
	421-4020-536.63-00	(153,443)		
	421-4020-536.63-00	682,943		
05/07/18	421-4020-536.34-00	(30,000)	MOVE FUNDS TO COVER PPE SUPPLIES DUE TO HIGH USAG	2836
	421-4020-536.52-00	30,000		
05/15/18	421-4020-536.63-00	(10,131)	NETWORK EQUIPMENT FOR WEWAHOOTEE PUMP STATION	2984
	421-4020-536.52-00	(2,258)		
	421-4020-536.31-00	(1,080)		
	421-4020-536.46-00	(893)		
	421-4020-536.64-15	14,362		
05/22/18	421-4020-536.34-00	(88,725)	CHLORINE GAS FEED ROOM EMERG PO DYAL WTP	3176
	421-4020-536.64-00	88,725		
05/29/18	421-4020-536.46-00	(15,894)	2 TON A/C UNIT FOR DYAL BUILDING 2 REPLACEMENT	3177
	421-4020-536.64-00	15,894		
	421-4020-536.46-00	(1,696)	REPLACE AN EXISTING EYE WASH STATION	3177
	421-4020-536.64-00	1,696		
06/26/18	421-4020-536.34-00	(117,000)	COVER CHEMICAL INCREASE OF 30% IN DISTRIBUTION SY	3644
	421-4020-536.52-09	42,000		
	421-4020-536.52-09	75,000		
07/27/18	421-4020-536.52-09	(31,000)	PROJECT TRANSFER AGENDA 18-291 ADDL QUICK LIME	4013
	421-4020-536.52-09	31,000		
	421-4020-536.52-09	(300,000)	PROJECT TRNSFR AGENDA 18-291 ADDL QUICK LIME	4014
	421-4020-536.52-09	(60,000)		
	421-4020-536.52-09	(50,000)		
	421-4020-536.52-09	(50,000)		
	421-4020-536.52-09	(20,000)		
	421-4020-536.52-09	(15,000)		
	421-4020-536.52-09	495,000		
08/14/18	421-4020-536.46-00	(39,985)	COST TO INSTALL NEW POLYB POLYMER SYSTEM AT DYALWTP	4337
	421-4020-536.64-00	17,671		
	421-4020-536.64-00	22,314		
	421-4020-536.12-00	(597)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT	4432
	421-4020-536.20-00	185		
	421-4020-536.12-12	412		
08/28/18	421-4020-536.63-00	505,404	FUND EMERGENCY REPAIRS TO GROUND FILTER #5 AT DYAL	4583

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
09/12/18	421-4020-536.42-00	(100)	PROVIDE SHOE ALLOWANCE FOR NEW DYAL WTP HIRE	4678
	421-4020-536.20-00	100		
09/21/18	421-4020-536.40-00	(8,000)	COVER INCREASED FUEL USE AT DYAL WTP PER FLEET MNG	4835
	421-4020-536.52-30	8,000		
21	Budget Amendments/Transfers		Division 4020 Total	$1,044,173
4025 - WATER FIELD OPERATIONS				
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED	103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464	272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION	514
	421-4025-536.52-00	(700)		
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT	559
	421-4025-536.63-00	35,199		
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES	892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK	889
01/23/18	421-4025-536.46-00	(10,368)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL	1421
	421-4025-536.52-00	10,368		
02/07/18	421-4025-536.12-00	(8,802)	COVER SICK AND VACATION ACCRUAL PAYOUT 3 EMPS	1619
	421-4025-536.12-12	8,802		
03/13/18	421-4025-536.46-00	(113,758)	PRCHS REPLACEMENT TRAILER EXCAVATOR AND EQUIPMENT	2125
	421-4025-536.64-00	113,758		
04/17/18	421-4025-536.46-00	(100,000)	COVER COST OF ALL RADIO READ METERS INSTALLATIONS	2591
	421-4025-536.46-00	100,000		
04/23/18	421-4025-536.46-02	(36,290)	REPLACE AC CONTROLS ON UTILITIES BUILDING	2660
	421-4025-536.64-00	36,290		
04/24/18	421-4025-536.46-00	(350,000)	FND ALL TERRN TRCTR CO ROAD REST. SERVICES	2711
	421-4025-536.46-00	350,000		
05/02/18	421-4025-536.55-00	(1,000)	COVER FREIGHT AND POST FOR REMAINDER OF FY18	2770
	421-4025-536.42-00	1,000		
	421-4025-536.46-00	(500)	WFO MANAGER TRAVEL TO FWRC CONF IN DAYTONA BEAC	2770
	421-4025-536.40-00	500		
05/29/18	421-4025-536.46-02	(13,710)	PURCHASE INFRAMAP NOW SOFTWARE	3177
	421-4025-536.46-00	(6,290)		
	421-4025-536.68-10	20,000		
06/26/18	421-4025-536.46-00	201,750	REPLACE BROKEN 24" MAIN SR-3 AND RICHLAND AVENUE	3643
	421-4025-536.12-00	(200,000)	REPLENISH REPAIR & MAINT FOR REMAINDER FY18	3642
	421-4025-536.46-02	(45,000)		
	421-4025-536.46-03	(25,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/26/18	421-4025-536.43-00	(20,000)	REPLENISH REPAIR & MAINT FOR REMAINDER FY18	3642
	421-4025-536.46-00	290,000		
07/03/18	421-4025-536.55-00	(7,000)	COVER EXTRA SOLID WASTE LOADS DUE TO HUR IRMA	3647
	421-4025-536.34-00	7,000		
07/18/18	421-4025-536.44-00	(4,310)	COVER PURCHASE OF LAPTOPS FOR SUPERVISOR II AT WFO	3858
	421-4025-536.64-15	4,310		
08/14/18	421-4025-536.46-02	(2,000)	COVER POSTAGE AND FREIGHT REMAINDER OF FY18	4432
	421-4025-536.42-00	2,000		
08/31/18	421-4025-536.14-00	6,000	ADD TO OVERTIME FUNDS FOR REMAINDER OF FY18	4529
09/12/18	421-4025-536.49-00	(2,800)	COVER FLEET REPAIRS FOR VEHICLES FOR REMAINDER FY	4678
	421-4025-536.53-00	(2,500)		
	421-4025-536.41-00	(2,000)		
	421-4025-536.46-03	7,300		
09/18/18	421-4025-536.41-00	(1,300)	COVER SEPTEMBER INVOICE FOR SUNSHINE ST ONE CALL	4766
	421-4025-536.34-00	1,300		
09/21/18	421-4025-536.54-00	(315)	COVER NEGATIVE BALANCE JANITORIAL SUPPLIES ACCT	4835
	421-4025-536.52-07	315		
09/25/18	421-4025-536.46-00	(20,250)	COVER FUEL AND REPAIRS FOR WFO FOR FY 18	4982
	421-4025-536.46-03	10,000		
	421-4025-536.52-30	10,250		
09/30/18	421-4025-536.44-00	(81)	ACCOUNT IS NEGATIVE DUE TO CDL CLASS A REIMBURSE	4984
	421-4025-536.49-00	81		
	421-4025-536.12-00	(8,600)	COVER OVERTIME FOR WATERFIELD OPERATIONS	4990
	421-4025-536.14-00	8,600		
27	Budget Amendments/Transfers		Division 4025 Total	$1,487,617
4055 - ENGINEERING				
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR	362
	421-4055-536.63-00	49,440		
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK	889
	421-4055-536.63-00	319,360		
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS	907
	421-4055-536.63-00	10,045		
	421-4055-536.63-00	12,185		
01/16/18	421-4055-536.68-10	(4,176)	PURCHSE TWO WORKSTATIONS FOR UTILITIES POSITIONS	1266
	421-4055-536.64-15	4,176		
05/08/18	421-4055-536.63-00	(819,760)	COVER SUB-AQUAEOUS PIPE CROSSING PINEDA CROSSWAY	2963
	421-4055-536.63-00	819,760		
05/14/18	421-4055-536.63-00	(34,307)	INVESTIGATE CONDUIT OF SR524 TO DYAL ALONG SR520	2960

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/14/18	421-4055-536.31-00	34,307	INVESTIGATE CONDUIT OF SR524 TO DYAL ALONG SR520	2960
06/26/18	421-4055-536.63-00	(201,750)	REPLACE BROKEN 24" MAIN SR-3 AND RICHLAND AVENUE	3643
07/26/18	421-4055-536.52-00	(1)	ACCOUNT IS NEGATIVE DUE TO ROUNDING ERROR	3981
	421-4055-536.45-00	1		
08/14/18	421-4055-536.12-00	(3,394)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT	4432
	421-4055-536.12-12	3,394		
	421-4055-536.63-00	(412,175)	COVER COSTS INCURRED OVER BRANDES DESIGN DEFAULT	4339
08/20/18	421-4055-536.63-00	(10,000)	COVER COSTS WITH TASK ORD 2018-01 - AUTO FILTER BAC	4335
	421-4055-536.63-00	10,000		
08/28/18	421-4055-536.63-00	(505,404)	FUND EMERGENCY REPAIRS TO GROUND FILTER #5 AT DYAL	4583
09/06/18	421-4055-536.31-03	(3,568)	COVER FUEL, OIL, AND LUBR THROUGH END OF FY18	4584
	421-4055-536.52-30	3,568		
13	Budget Amendments/Transfers		Division 4055 Total	($602,345)
4120 - WATER RECLAMATION				
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION	514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK	889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW	891
	421-4120-536.52-00	10,000		
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE	1005
	421-4120-536.52-00	(883)		
	421-4120-536.64-00	11,883		
02/27/18	421-4120-536.31-00	(65,000)	BAR SCREENING SYSTEM REPAIRS WASTEWATER	1951
	421-4120-536.46-02	(9,105)		
	421-4120-536.31-00	6,670		
	421-4120-536.46-00	67,435		
03/16/18	421-4120-536.46-02	(5,000)	COVER WASTEWATER FACILITY PERMIT APPLICATION RENEWA	2123
	421-4120-536.31-00	5,000		
04/05/18	421-4120-536.46-00	(11,875)	BUDGET TXFR SELLERS AC	2390
	421-4120-536.64-00	11,875		
07/03/18	421-4120-536.46-00	(425)	AERZEN BLOWER MAINTENANCE FIX A/C AT DYAL	3647
	421-4120-536.34-00	425		
08/14/18	421-4120-536.63-00	412,175	COVER COSTS INCURRED OVER BRANDES DESIGN DEFAULT	4339
08/15/18	421-4120-536.46-00	(1)	CORRECT A NEGATIVE BAL IN WATER RECLAM INS ACCT	4273
	421-4120-536.45-00	1		
	421-4120-536.46-00	(1,220)	CORRECT NEG BALANCE AND COVER EXPENSES FOR FY18	4273
	421-4120-536.42-00	1,220		
09/11/18	421-4120-536.63-00	(150,000)	BAR SCREEN SYSTEM AT SELLERS PLANT REPAIRS	4764

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/11/18	421-4120-536.46-00	(5,000)	BAR SCREEN SYSTEM AT SELLERS PLANT REPAIRS		4764
	421-4120-536.63-00	155,000			
09/25/18	421-4120-536.63-00	(50,000)	COMPLETE CMMS PROJECT FOR SELLERS FACILITY		4983
	421-4120-536.63-00	50,000			
09/30/18	421-4120-536.46-00	(3,000)	COVER OVERTIME AT WATER RECLAMATION PLANT FY18		4984
	421-4120-536.14-00	3,000			
14 Budget Amendments/Transfers			Division 4120 Total	$494,390	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4125-536.52-00	(125)			
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889
03/26/18	421-4125-536.46-00	(34,796)	FUND WS1409 FOR LIFT STATION REHAB BY DANUS		2233
	421-4125-536.46-00	34,796			
04/16/18	421-4125-536.55-00	(300)	COVER CDL RENEWALS FOR SFO EMPLOYEES		2573
	421-4125-536.49-00	300			
05/07/18	421-4125-536.46-00	(500)	COVER WFO FIELD OPS MNGR TRAVEL TO FWRC CONFERENCE		2836
	421-4125-536.40-00	500			
05/29/18	421-4125-536.46-00	(100,000)	ASSOCIATE BUDGET WITH PROJECT WS19MH		3178
	421-4125-536.46-00	100,000			
07/03/18	421-4125-536.53-00	(2,200)	TWO NEW LAPTOPS FOR UTIL MECH II'S IN SFO		3647
	421-4125-536.64-15	2,200			
07/12/18	421-4125-536.12-00	(7,000)	INCREASE OVERTIME FUND FOR REMAINDER FY18		3764
	421-4125-536.14-00	7,000			
07/31/18	421-4125-536.46-00	(15,460)	COVER UNEXPECTED EQUIPMNT EXPENDITURES FOR FY18		4042
	421-4125-536.52-30	6,200			
	421-4125-536.52-00	9,260			
08/22/18	421-4125-536.46-00	(522)	COVER VERIZON CELL BILL FOR REMAINDER OF FY18		4382
	421-4125-536.41-00	522			
08/31/18	421-4125-536.12-00	(6,000)	ADD TO OVERTIME FUNDS FOR REMAINDER OF FY18		4529
09/30/18	421-4125-536.46-03	(3,000)	COVER FUEL USAGE PRIOR TO END OF FY18		4990
	421-4125-536.52-30	3,000			
13 Budget Amendments/Transfers			Division 4125 Total	$48,843	
112 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,459,078**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION	514
	423-3570-581.91-01	910		
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET	870
	423-3570-538.31-00	80,000		
02/07/18	423-3570-538.12-00	(32)	COVER SICK AND VACATION ACCRUAL PAYOUTS	1619
	423-3570-538.12-12	32		
02/13/18	423-3570-538.46-00	(5,500)	TXFR FOR LRGE TRACH HOE RENTAL FOR SR524 JOB	1686
	423-3570-538.44-00	5,500		
03/22/18	423-3570-538.63-00	(13,338)	ADD STORMWATER INFRST ACCT LINE TO FACT ST DRAI	2190
	423-3570-538.63-00	13,338		
03/23/18	423-3570-538.63-00	(27,641)	MOVE FNDS FROM STONE ST TO STORMWATER STUDY	2220
	423-3570-538.31-00	27,641		
04/12/18	423-3570-538.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT	2545
	423-3570-538.31-00	5,000		
05/07/18	423-3570-538.63-00	(29,680)	TXFR TO FUND SOD AROUND STORMWATER POND US1	2835
	423-3570-538.63-00	29,680		
05/08/18	423-3570-538.63-00	(12,615)	COVER SHORTAGE IN CURED IN PLACE PIPE LINING PROJ	2964
	423-3570-538.63-00	12,615		
	423-3570-538.63-00	(128,895)	PURCHASE NEW GRAPPLE TRCK AND REFURBISH EXISTING TR	2966
	423-3570-538.46-03	15,000		
	423-3570-538.64-00	113,895		
05/15/18	423-3570-538.63-00	(128,895)	CORRECT ACCOUNT TXFRS FROM PREVIOUS BAFS	2990
	423-3570-538.46-03	(15,000)		
	423-3570-538.64-00	15,000		
	423-3570-538.63-00	128,895		
07/05/18	423-3570-538.31-00	(5,000)	MOVE PERMIT AND ENGINEER TO CAPITAL EXPENSE LINE	3677
	423-3570-538.63-00	5,000		
08/14/18	423-3570-538.12-00	(1,057)	COVER ACCRUAL PAYOUTS FOR STORMWATER EMPLOYEE	4432
	423-3570-538.12-12	1,057		
08/24/18	423-3570-538.46-00	(10,500)	COVER REPAIR OF TYMCO SWEEPER AND COVER FY18	4431
	423-3570-538.52-00	3,000		
	423-3570-538.46-03	7,500		
09/12/18	423-3570-538.12-00	(3,454)	COVER HEALTH CLINIC COSTS REMAINDER OF FY 18	4679
	423-3570-538.31-33	978		
	423-3570-538.52-33	2,476		
16	Budget Amendments/Transfers		Division 3570 Total	$327,407
	16 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$327,407**

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1801 - HUMAN RESOURCES					
04/24/18	520-1801-513.24-00	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-1801-513.24-00	680,000			
09/11/18	520-1801-513.24-00	105,921	COVER HIGHER COSTS IN WORKER"S COMP SETTLEMENTS		4765
2 Budget Amendments/Transfers			Division 1801 Total	$1,429,360	
2 Total Budget Amendments/Transfers			**SELF INSURANCE CLAIM FUND**	**$1,429,360**	

359 Transfers & Amendments between 10/1/2017 and 9/30/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **4,405,938**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
02/27/18	001-0000-389.99-50	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
03/27/18	001-0000-338.10-01	16,353	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT		2284
	001-0000-389.99-50	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2292
05/08/18	001-0000-389.99-50	121,000	REFURBISH FIRE ENGINE 30 TO EXTEND USEFUL LIFE		2965
07/24/18	001-0000-366.10-10	10,000	ACCEPT DONATION OF PD DOG WORTH 10K FROM COMM FRST		4046
07/27/18	001-0000-389.99-50	57,000	BUDGET ADMIN STREET LIGHT REPLACE DAMAGED DESTROY'D		4012
08/14/18	001-0000-381.91-30	100,000	ADD FUNDS FOR FORKLIFT & CLAW TRUCK FOR STORMWATER		4538
	001-0000-389.99-50	132,547	ADDTNL BUDGT IN EMERGNCY ACCTS TO COVER HUR IRMA		4430
	001-0000-389.99-50	375,000	MOVE MONEY INTO CAPT INFR FOR SHORELINE STABILIZATI		4340
09/11/18	001-0000-389.99-50	105,921	COVER HIGHER COSTS IN WORKER"S COMP SETTLEMENTS		4765
13	Budget Amendments/Transfers		Division 0000 Total	$1,159,574	
13	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,159,574**	
07/20/18	105-0000-331.54-02	(80,819)	BUDGET FOR FY18 WAS PUT INTO WRONG ACCOUNT LINE		3923
	105-0000-334.90-00	80,819			
1	Budget Amendments/Transfers		Division 0000 Total	$0	
1	Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$0**	
05/08/18	141-0000-369.96-00	9,666	ACCEPT REVENUE FROM INSUR AND PURCHASE A REPLACEMEN		2962
1	Budget Amendments/Transfers		Division 0000 Total	$9,666	
1	Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$9,666**	
03/13/18	201-0000-389.99-50	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1	Budget Amendments/Transfers		Division 0000 Total	$5,853	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$5,853**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1	Budget Amendments/Transfers		Division 0000 Total	$15,000	
1	Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$15,000**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-0000-389.99-11	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
06/26/18	421-0000-369.96-00	20,904	VEHICLE PROCEEDS FROM TOTAL LOSS - INSURANCE		3645
4 Budget Amendments/Transfers			Division 0000 Total	$1,459,078	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,459,078**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	
04/24/18	520-0000-369.90-06	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-0000-369.90-06	680,000			
09/11/18	520-0000-381.91-01	105,921	COVER HIGHER COSTS IN WORKER"S COMP SETTLEMENTS		4765
2 Budget Amendments/Transfers			Division 0000 Total	$1,429,360	
2 Total Budget Amendments/Transfers			**SELF INSURANCE CLAIM FUND**	**$1,429,360**	
24 Transfers & Amendments between 10/1/2017 and 9/30/2018					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**4,405,938**	

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 Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 10/11/2018