City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final-revised

Tuesday, October 11, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-593 Approve the Agenda for the Regular Meeting of October 11, 2022, as presented or with amendments.

Attachments: 10-11-2022 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 Cocoa High School Presentation. (Mark Carstens, Cocoa High School Athletic Director)

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

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

Attachments: Hispanic Heritage Month Proclamation.pdf

III.4 22-613 Proclamation proclaiming the month of October 2022 as Cybersecurity Awareness Month.

Attachments: Proclamation CyberSecurity Awareness Month 2022.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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

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

Attachments:
- 07_24_18_Continuing Services Agreement.pdf
- 1st Amendment to RFQ 18-10-COC.pdf
- 2nd Amendment to RFQ No. 18-10-COC.pdf
- Carollo COI Exp 7-4-23.pdf
- 2022.09.07_TO31_Sellers Permit Renewal and Substantial Mod.pdf
- TO-CAROLLO 2023-31 $125,913.68 - UT-SELLERS.pdf
- TRACK SHEET.pdf
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-004-T-UT-Preliminary Design Report (10-11-22) Agenda 22-549 CC.pd

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

Attachments:
- Agreement w School Board, Sheriff and First Responders.pdf

V.3 22-589 Council Approval for the Mayor to sign the City's Tree City Application. Authorize the City Manager as the Mayor's designee to sign all subsequent Tree City Applications.

Attachments:
- adf-mayor-signature.pdf
- Arbor Day Celebration.pdf

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

Attachments:
- 05_27_2020 Support Agreement.pdf
- TYLER TECH INVOICE 130-130763.pdf
- Sole Source Resolution -Tyler.doc

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

Attachments: Budget Resolution FY 2023- ADA Compliant (002).docx
BAF 23-009-T-1-IT-Budget for GIS Analyst Move (10-11-22) Agenda 22-611.pdf
BAF 23-009-T-2-IT-Budget for GIS Analyst Move (10-11-22) Agenda 22-611.pdf

V.6 22-617 Authorize the City Manager to issue the Notice to Proceed and issue Purchase Orders of $150,000 to Thompson Consulting Services, LLC. and $150,000 to CrowderGulf Joint Venture, Inc. for vegetative storm debris monitoring and removal/management, respectively. Authorize the City Manager to issue any change orders not to exceed $200,000, to be shared between both contractors as needed.

Attachments: Resolution Contigency.docx

MULTI-YEAR CONTRACTS:

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

Attachments: 22-394-B-WH - Web Packet.pdf

VI. PUBLIC HEARINGS:

VI.1 22-573

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

Attachments:
- ORDINANCE NO. 14-2022 Amending the CRA PLAN.pdf
- Exhibit B - Community Policing.pdf
- 2022 Cocoa CRA Plan Update FINAL.docx
- CRA Plan Update Ad FT.pdf

VI.2 22-577

Comprehensive Plan Text Amendment - Second and Final Reading of Ordinance No. 05-2022 of the City of Cocoa, Brevard County, Florida readopting a Private Property Rights Element pursuant to Section 163.3177, Florida Statutes.

Attachments:
- Ordinance No. 05-2022 Comp Plan Amendment adding property rights element
- LEGAL ADS - October 11 and 25.docx.pdf
- Legal Ad Jul 6 2022 PZ - July 26 CC (3).pdf
- DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.p

VI.3 22-575 **Consideration of a Comprehensive Plan Text Amendment:** Second and Final Reading of Ordinance No. 07-2022 to create a comprehensive plan policy in the Future Land Use Element authorizing the City Council to approve by development agreement residential densities of up to 125 dwelling units per acre related to vertical mixed use projects within a very limited geographical area of approximately 4.5 acres, more or less, and designated mixed use on the future land use map and designated a Cocoa Village Subdistrict with a commercial/mixed use large (cl) building type on the Cocoa Waterfront Overlay District Regulating Plan; under certain terms and conditions deemed necessary and acceptable to the City Council by development agreement.

Attachments:
- Ordinance No. 07-2022 FLU Text Amendment - Downtown Density 6.27.22 (1).
- 2018 Cocoa CRA Plan Update FINAL (9-19-18).pdf
- 2008 Cocoa Waterfront Master Plan.pdf
- CWOD (effective 4-13-2021).pdf
- CWOD Regulating Plan Map 4-13-2021.pdf
- Brevard County Schools Preliminary Letter-City of Cocoa.pdf
- Map of proposed lots (1).pdf
- DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.p
- Legal Ad Jul 6 2022 PZ - July 26 CC.pdf
- LEGAL ADS - October 11 and 25.docx.pdf

VI.4 22-578 Recommendation for the City Council to adopt on First Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230.

Attachments:
- Ord 10-2022 CBD Conforming Amendments 125 DU Acre.pdf
- CWOD Regulating Plan Map 4-13-2021 (1).pdf
- 125 DU lots.pdf
- LEGAL ADS - October 11 and 25.docx.pdf
- FL Today Public Notice OrderConf.pdf

VII. COUNCIL BUSINESS:

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

Attachments: 2022-099 (Hurricane Ian_ Declaraing a State of Emergency).pdf
Resolution 2022-105 Emergency Hurricane Ian (Retroactive Oct 5).doc
Resolution 2022-106 Emergency Hurricane Ian (Beginning October 12).doc

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 22-615 Bi-Weekly Update Report: September 22-October 6, 2022

Attachments: Council bi-weekly report template (1) (6).pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	22-593	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/29/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approve the Agenda for the Regular Meeting of October 11, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-11-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2022
Agenda Date: October 11, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of October 11, 2022, as presented or with amendments.

BACKGROUND:

The City Council approves its agenda for all 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 11, 2022, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 11, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

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

2. Minutes: n/a

III. Awards and Presentations:

1. Presentation by Cocoa High School. (22-558). (Mark Carstens, Cocoa High School Athletic Director)
2. Presentation by the Brevard County School Board. (Sue Hann, Assistant Superintendent of Facilities)
3. Proclamation: Proclaiming the month of September 15-October 15, 2022 as: "Hispanic Heritage Month". (22-600). (Deputy Mayor Hearn)
4. Proclamation: proclaiming the month of October 2022 as "Cybersecurity Awareness Month". (22-613). (Chief Technology Officer)

IV. Delegations:

This Agenda may be Amended up until or at the Meeting

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

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

V. Consent Agenda:

(A) General Consent Items:

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

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

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

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

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

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

(B) Multi-Year Contracts:

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

VI. Public Hearings:

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

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

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

with a commercial/mixed use large (cl) building type on the Cocoa Waterfront Overlay District Regulating Plan; under certain terms and conditions deemed necessary and acceptable to the City Council by development agreement. (22-575). (Public Works Director/Interim Growth & Economic Development Director)

4. Recommendation for the City Council to adopt on First Reading an amendment to Appendix A, Article XI, Section 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. (22-578). (Public Works Director/Interim Growth & Economic Development Director)

VII. Council Business:

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

VIII. City Business:

None.

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

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

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

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

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-600	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/3/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Proclamation: Proclaiming the month of September 15-October 15, 2022 as: "Hispanic Heritage Month". (Deputy Mayor Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hispanic Heritage Month Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2022
Agenda Date: October 11, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation: Proclaiming the month of September 15-October 15, 2022 as: "Hispanic Heritage Month". (Deputy Mayor Hearn)

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

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

PROCLAMATION

WHEREAS, *National Hispanic heritage month is an opportunity to recognize and celebrate the many Americans of Hispanic dissent who have made outstanding economic, educational and cultural contributions to our city, state, and nation; and*

WHEREAS, *special events are taking place through the state of Florida and across the nation in observance of Hispanic heritage month, celebrating the rich cultural traditions and remarkable impact on American society made by the Hispanic American community; and*

WHEREAS, *this year's parade, Florida's Annual 25th Puerto Rican Day Parade, is in Palm Bay, Florida on Saturday, October 22, 2022 at 12 noon, Hosted by the U.T.B. United Third Bridge, Inc. Educational and Cultural Fund, created three local Samuel Casiano Lopez Memorial scholarships and has dedicated this parade to the honor and legacy of Samuel C. Lopez, who passed away in January 2021; and*

WHEREAS, *On March 3, 1917, the Jones Act was signed declaring that all Puerto Ricans are citizens of the United States; and in 1952, commonwealth status was proclaimed and has been upheld since the 1960's; and*

WHEREAS, *Samuel C. Lopez born in Brooklyn, New York of Puerto Rican parents, founded U.T.B United Third Bridge, Inc.in 1977, a civil rights organization that promotes the advancement of minorities in the areas of education, culture, and employment and moved to Brevard County in 1993 and established Brevard County's Annual Puerto Rican Day Parade in Palm Bay, Florida hosted by the U.T.B. United Third Bridge, Inc. Educational and Cultural Fund, and as a Puerto Rican tradition and as a gift to all of Hispanic decent, which has grown into the largest county celebration of Puerto Rican heritage; and*

WHEREAS, *this year's National Hispanic Heritage month theme is Unidos: Inclusivity for a Stronger Nation. U.T.B United Third Bridge, Inc. invites all citizens to learn and celebrate the traditions and ancestry of Hispanic Americans. U.T.B. will continue to carry on Samuel's legacy and vision through their strong tradition of service to the Hispanic and minority communities.*

NOW, THEREFORE, *I Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of September 15 - October 15, 2022, as:*

"HISPANIC HERITAGE MONTH"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of October, 2022*

Michael C. Blake

Mayor

ATTEST:

Lain Smalley

City Clerk

Legislation Details (With Text)

File #:	22-613	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/6/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Proclamation: proclaiming the month of October 2022 as "Cybersecurity Awareness Month". (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation CyberSecurity Awareness Month 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2022
Agenda Date: October 11, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Proclamation proclaiming the month of October 2022 as Cybersecurity Awareness Month.

BACKGROUND:
N/A

STRATEGIC PLAN CONNECTION:
N/A

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Proclamation proclaiming the month of October 2022 as Cybersecurity Awareness Month.

PROCLAMATION

WHEREAS, the City of Cocoa recognizes the importance of safeguarding our City's critical infrastructure from malicious cyber activity and protecting citizens and businesses from ransomware and other attacks; and

WHEREAS, we strive to raise awareness about the simple steps members of our community can take to secure their sensitive data and stay safe online; and

WHEREAS, cyberattacks affect our day-to-day lives, our economy, and our community's security by destroying, corrupting, or stealing information from our computer systems and networks; and

WHEREAS, cyberattacks can impact water utilities, hospitals, police and fire departments, businesses, schools, and many other critical services that we trust and rely on every day; and

WHEREAS, we recognize government cannot meet our cyber resilience goals alone. We recognize that the private sector owns and operates much of our critical infrastructure, and the City of Cocoa is committed to helping private industry keep the public safe; and

WHEREAS, we recognize cybersecurity is not limited to government or critical infrastructure. Hackers target Americans every day, and cybersecurity is about protecting the people and the services we rely on; and

WHEREAS, this year's campaign theme — "*See Yourself in Cyber"* — demonstrates that while cybersecurity may seem like a complex subject, ultimately, it's really all about people; and

WHEREAS, I, Michael C. Blake, Mayor of the City of Cocoa, am dedicated to providing every individual and organization in the City of Cocoa resources to ensure the understanding, implementation, and success of Cybersecurity Awareness Month to help the citizens of the City of Cocoa stay safe online.

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of October, 2022, as:*

"CYBERSECURITY AWARENESS MONTH"

WHEREFORE, *I have hereunto set my hand and caused the*

seal of the City of Cocoa to be affixed this 11th day of October, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

Legislation Details (With Text)

File #:	22-549	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/8/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approve Task Order 2023-31 with Carollo Engineers, Inc. to Prepare and Submit the Sellers Water Reclamation Domestic Wastewater Permit Renewal; Approve a Budget Resolution, Amending the FY2023 Budget, BAF #23-004-T in the amount of $50,913.68. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07_24_18_ Continuing Services Agreement.pdf 1st Amendment to RFQ 18-10-COC.pdf 2nd Amendment to RFQ No. 18-10-COC.pdf Carollo COI Exp 7-4-23.pdf 2022.09.07_TO31_Sellers Permit Renewal and Substantial Mod.pdf TO-CAROLLO 2023-31 $125,913.68 - UT-SELLERS.pdf TRACK SHEET.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-004-T-UT-Preliminary Design Report (10-11-22) Agenda 22-549 CC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2022
Agenda Date: October 11, 2022
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2023-31 with Carollo Engineers, Inc. to Prepare and Submit the Sellers Water Reclamation Domestic Wastewater Permit Renewal; Approve a Budget Resolution, Amending the FY2023 Budget, BAF #23-004-T in the amount of $50,913.68.

BACKGROUND:

The City is permitted for operation of the Jerry Sellers Water Reclamation Facility (JSWRF) under Florida Department of Environmental Protection (FDEP) domestic wastewater facility permit number FLA0021521. The permit has to be renewed every five years and has a current expiration date of October 10, 2023. The City is required to submit a renewal application for permit FLA0021521 no later than 180 days prior to expiration, or by April 13, 2023.

The City is also required to meet the Advanced Wastewater Treatment (AWT) effluent limits by July 1,

2025, as required by state regulations. This new requirement will become effective during the period of the upcoming permit. Therefore, a substantial modification permit to provide FDEP with the City's plan to improve the treatment process to meet the higher effluent standards of AWT will be combined with the operating permit renewal. In order to meet the AWT effluent limits at a higher treatment capacity the plant would require additional second anoxic reactor volume to meet denitrification requirements. This would be a costly project and would be difficult to accomplish due on-site space constraints and no foreseeable need per the recent waste water projections. Per the current Wastewater Capital Plan, the influent flow projection in 2041 is 2.99 mgd AADF. Therefore as part of this permit renewal, the City will be submitting a permitted treatment capacity of 3.5 million gallons per day (mgd) annual average daily flow (AADF).

When the permit renewal was originally budgeted the City was not aware that the substantial modification permit would be required to be submitted during the operation permit renewal process. The costs associated with this additional scope were not included in the original budget and staff is requesting approval of the budget amendment to include this scope.

Staff recommends approval of this Task Order to complete this required permit renewal to include the substantial modification permit. Under this Task Order, Carollo will assist in preparing and submitting the domestic wastewater permit renewal application package, the substantial modification permit, and any required supporting documentation to the FDEP.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

BAF#23-004-T

Amount Requested	($50,914)
Account Number	421-4010-536.39-00
Account Name	Contingency

Amount Requested	($50,914)
Account Number	421-4010-536.31-03
Account Name	Professional Services

Total Cost:

Amount Requested	$125,913.68
Account Number	421-4055-536.31-03
Account Name	Professional Services

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

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

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

July 25, 2018

Carollo Engineers, Inc.
ATTN: Larry Elliott
200 E. Robinson Street, Suite 1400
Orlando, FL 32801

Re: Continuing Services Agreement

Dear Mr. Elliott:

Enclosed is a fully executed, certified copy of the Continuing Services Agreement with the City of Cocoa for your records.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MAA, MMC
City Clerk

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

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

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

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

By: _____

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

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: LARRY ELLIOTT SR VICE PRESIDENT

By: _____

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

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

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

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

Individual classification for personnel hourly rates are as follows:

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

Notes:

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

7/20/18

carollo

TRANSMITTAL

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

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # RQS18-0120
Copies To:

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

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

Attention: John Walsh, P.E.

The following items are:

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

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

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

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ 18-10-COC

This FIRST Amendment to the purchase agreement for **Engineering Services for Wastewater Collection, Treatment, and Disposal Systems (RFQ-18-10-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.**

The agreement entered into on July 24, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on July 24, 2021 and terminating on July 23, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Carollo Engineers, Inc.

By: Larry Elliott
(Name) Printed

Senior Vice President
(Title)

Larry E. Elliott March 3, 2021
Signature Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Michael C Blake 3/23/2021
Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

CITY OF COCOA

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

CAROLLO ENGINEERS, INC.

RFQ No. 18-10-COC

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEM

This SECOND AND FINAL Amendment to the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems is made between the City of Cocoa and Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

The agreement entered into on July 24, 2018, is hereby amended to renew for the second and final renewal options available for twelve (12) additional months, commencing on July 24, 2022 and terminating on July 23, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

CAROLLO ENGINEERS, INC.	**CITY OF COCOA**
By: Scott Richards	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Vice President	Mayor
(Title)	(Title)
[signature] March 25, 2022	[signature] 4/26/2022
Signature Date	Signature Date

Attest: Carie Shealy 4/26/2022
Carie Shealy
City Clerk, City of Cocoa

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director
Diane Kozlak, Senior Buyer & Contract Agent

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11293548&GUID=50595FB1-03E9-4E2E-8EA1-FD9E34E7B6FF* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2023-31

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (CITY) and accepted by Carollo Engineers, Inc. (CONSULTANT) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018 in connection with: FY23 Sellers WRF Permit Renewal and Substantial Modification Application.

A. PROJECT DESCRIPTION

The CITY owns and operates the Jerry Sellers Water Reclamation Facility (JSWRF), a 4.5 million gallons per day (mgd) annual average daily flow (AADF) permitted capacity domestic wastewater treatment facility, which is located at 375 N Cocoa Blvd, Cocoa, FL, 32822.

The CITY is permitted for operation under Florida Department of Environmental Protection (FDEP) domestic wastewater facility permit number FLA0021521, which has a current expiration date of October 10, 2023. The CITY is required to submit a renewal application for permit FLA0021521 no later than 180 days prior to expiration, or by April 13, 2023.

The CITY is required to meet Advanced Wastewater Treatment (AWT) effluent limits by July 1, 2025, as required by state regulations. The current permit renewal will be combined with a substantial modification permit to provide FDEP with the CITY's plan to improve the treatment process and meet the higher effluent standards.

Under this Work Authorization, CONSULTANT will assist the CITY to prepare and submit a domestic wastewater permit renewal application package, along with required supporting documentation, to the FDEP.

B. SCOPE OF WORK

The scope of services will include the following tasks. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein, and are reflected in the attached project budget.

TASK 1 – PROJECT MANAGEMENT AND COMMUNICATIONS

CONSULTANT will administer and provide overall management of this project for CITY. CONSULTANT team members will coordinate closely with CITY staff during project implementation to share information, confirm constraints and assumptions, discuss alternatives, and ensure CONSULTANT's understanding of CITY expectations. The CONSULTANT team will attend additional calls or virtual meetings with CITY staff to coordinate project work efforts. CONSULTANT will administer invoicing and manage progress payments. CONSULTANT's Project Manager will manage the project team and project activities. CONSULTANT's Project Manager will prepare and provide CITY monthly progress reports that identify work performed during the month. These reports will be delivered as part of the monthly progress payment request.

Task 1 Deliverables

- Monthly progress reports included with invoice package.

TASK 2 – PROJECT MEETINGS

2.1 Kickoff Meeting

CONSULTANT will prepare for and attend a project kickoff and information gathering meeting with CITY staff. The primary goals of the kickoff meeting will be to discuss permitting objectives, plant improvements, plant deficiencies, operational observations, available data, project scope, project procedures, and deliverables. The kickoff meeting will be held virtually via web conference. The planned outcome of the kickoff meeting will be a shared understanding of the project and objectives between CITY and CONSULTANT. CONSULTANT will provide summary notes from the kickoff meeting to CITY, as applicable.

2.2 Pre-Application Meeting

CONSULTANT will schedule, prepare for, and attend a permit pre-application meeting with FDEP Central District staff and CITY staff. The objectives of the pre-application meeting will be to inform FDEP of the CITY's plans for permit renewal, identifying and establishing a relationship with the appropriate FDEP staff who will be responsible to review the permit renewal application, and to obtain guidance from FDEP regarding expectations for content of the application. The pre-application meeting will be held remotely via teleconference or web conference. CONSULTANT will provide summary notes from the pre-application meeting.

2.3 Draft Preliminary Design Report (PDR) Review Meeting

CONSULTANT will schedule, prepare for, and attend a meeting with CITY staff to discuss and review the draft Preliminary Design Report prepared by CONSULTANT. CONSULTANT will provide a copy of the draft application materials (to be prepared under Task 4) prior to the review meeting. At the discretion of the CITY, the draft application review meeting may be held either in person or remotely via web conference. CONSULTANT will provide summary notes from the review meeting.

2.4 Draft Permit Renewal Application Review Meeting

CONSULTANT will schedule, prepare for, and attend a meeting with CITY staff to discuss and review the draft permit renewal application package prepared by CONSULTANT. CONSULTANT will provide a copy of the draft materials (to be prepared under Task 4) prior to the review meeting. At the discretion of the CITY, the review meeting may be held either in person or remotely via web conference. CONSULTANT will provide summary notes from the review meeting.

Task 2 Deliverables

- Kickoff meeting summary notes (digital format).
- Pre-application meeting summary notes (digital format).
- Draft PDR review meeting summary notes (digital format).
- Draft application review meeting summary notes (digital format).

TASK 3 – SITE VISITS, DATA COLLECTION, REVIEW AND ANALYSIS

3.1 JSWRF Site Visits

CONSULTANT team members, including a wastewater process engineer accompanied by discipline-specific engineer(s), will conduct up to two (2) site visits of the CITY JSWRF plant. It is assumed that CITY operations staff will be able to provide access and accompany CONSULTANT staff during the site visits. The objectives of the site visits are to evaluate the current physical condition of each JSWRF treatment unit and to interview CITY operations staff. The results from the recent condition assessment performed under the Wastewater Capital Plan Update project will be used to minimize the efforts under this task. The operation and maintenance program will also be reviewed and evaluated during the site visits. Results of the site visits will be incorporated into permit application materials, including the Operation and Maintenance Performance Report.

3.2 Data Collection

CONSULTANT will prepare and submit a written data request list to CITY. CONSULTANT will collect and compile data to be provided by CITY, as available. It is anticipated that the data request list will include, but may not be limited to, the following information:

- JSWRF plant flow, loading, and effluent water quality data for the past 10 years.
- JSWRF reuse flow data for the past 10 years, including flows to public access reuse, rapid infiltration basins (RIBs), City of Rockledge, in-plant use, and effluent flow discharged to the Indian River Lagoon.
- Flow meter calibration logs.
- Copies of the contract(s) CITY maintains with biosolids haulers.
- Copies of the contract(s) CITY maintains with nearby utilities for wholesale wastewater or reclaimed water service.
- Ground water quality, groundwater flow, and groundwater level reports and data, particularly related to all groundwater monitor wells and monitoring efforts required to be performed by the JSWRF FDEP permit.
- Pertinent biosolids quantity and quality data for the past 5 years.
- Pertinent data regarding industrial wastewater contributors (Industrial Use Permits).
- Copy of most recent PDR.

3.3 Data Review and Analysis

CONSULTANT will review and analyze the data provided by CITY and the field observations from the site visits to develop background knowledge of the facility and to facilitate development of the FDEP required documentation for all sections of the permit application (to be prepared under Task 4). The data analysis will include, but not be limited to, treatment efficiencies, plant capacity, performance trends, process design criteria comparison, and revisions to process flow diagrams as needed.

Task 3 Deliverables

- Data request list (digital format).
- Summary notes from site visits (digital PDF format).

TASK 4 – FDEP PERMIT APPLICATION

4.1 Prepare and Submit Permit Application

Based on the data reviewed and analyzed under Task 3 and guidance received from CITY staff, CONSULTANT will prepare the application package required for the renewal and substantial modification of the JSWRF domestic wastewater facility operational permit (FLA0021521). The permit application package prepared by the CONSULTANT team shall include required forms and sections in conformance with FDEP guidelines. The permit application will include:

- Required FDEP Forms 1 and 2A.
- Capacity Analysis Report (CAR).
- Operation and Maintenance Performance Report (OMPR).
- Preliminary Design Report (PDR).
- Supplemental documentation and details necessary to support the permit renewal.
- Supplemental documentation and details necessary to support the permit modification.

CONSULTANT will prepare a draft version of each of the permit application materials, including Forms 1 and 2A, CAR, OMPR, and PDR, and submit to CITY for review and comment. The PDR will be prepared under subtask 4.1.1. Once any comments have been received from CITY, CONSULTANT will address and incorporate them into a final version of the permit application. CONSULTANT will submit the application package to FDEP on behalf of CITY. As needed, CITY will provide a letter authorizing CONSULTANT to act as CITY's agent for the purposes of the permit application. For budgeting purposes, it is assumed that CONSULTANT will pay the wastewater permit renewal fee (currently $5,000 for permit renewal of wastewater facility with a permitted capacity of 0.5 mgd AADF or greater) and CITY will reimburse the CONSULTANT. It is assumed that when the application for substantial modification is submitted concurrently with the renewal application, the fees are included in the renewal fee.

4.1.1 Prepare Preliminary Design Report (PDR)

Based on the data reviewed and analyzed under Task 3 and guidance received from CITY staff, CONSULTANT will prepare a PDR in conformity with the FDEP guidelines. The PDR will address the upgrades and modifications recommended at the JSWRF in order to meet AWT, such as supplemental carbon and Internal Recycle (IR) Pump Station improvements, assuming the JSWRF capacity will be rated for 3.5 mgd AADF. The PDR will be included in the permit application package, specifically in support to the substantial modification of the JSWRF domestic wastewater facility operational permit (FLA0021521).

4.2 Assist with Request for Additional Information

CONSULTANT will review and respond to up to four (4) requests for additional information (RAI) that may be received from FDEP, with additional input and guidance from CITY. Subject to the budget authorized for this task, CONSULTANT may respond to additional RAI(s) or provide further coordination with FDEP prior to permit issuance to address outstanding issues or questions.
When FDEP issues the draft permit, CONSULTANT will review the content of the draft on behalf of CITY to ensure it has been prepared as anticipated and agreed with FDEP, based on the information from the permit application process.

Task 4 Deliverables

- Draft permit application package to CITY (digital PDF and Word formats).
- Final permit application package to FDEP (digital PDF format).
- Draft RAI response(s) to CITY (digital PDF and Word formats).
- Final RAI response(s) to FDEP (digital PDF format).
- Review comments on draft permit issued by FDEP, if any.

C. PROJECT ASSUMPTIONS

Due to the nature of this project, certain assumptions apply to this Scope of Services. These assumptions are stated within this document and are reflected in the budget to the extent possible. If the project task requirements are different from the assumptions presented here or if CITY desires additional services, the resultant changes in scope will serve as the basis for amending this project assignment or initiating the development of a new project assignment as mutually agreed both CITY and CONSULTANT.

1. The budget herein estimated assumes that the JSWRF treatment capacity will be derated to 3.5 MGD AADF.

D. SCHEDULE

Carollo shall submit the final permit application package to FDEP on behalf of the CITY no later than April 13, 2023. The services included in this task order are anticipated to be completed in accordance with the following general schedule. Unless otherwise noted, time durations listed below are calendar days measured from receipt of a formal Purchase Order.

- The draft OMPR, draft CAR, and draft PDR will be completed within 130 days and submitted to the CITY for review.
- The final FDEP permit application package will be completed within 30 days of receiving the CITY's comments on the draft documents.
- Carollo will prepare a draft response to FDEP's RAI within 15 days of receipt of the RAI from FDEP and will provide this draft to the CITY for review. The CITY shall review CONSULTANT's draft response in a timely manner, in order to allow CONSULTANT to submit a final response the FDEP within 30 days of receipt of the RAI from FDEP.

In general, the schedule assumes that the CITY will complete all reviews within 14 business days of receiving draft submittals from CONSULTANT.

E. COMPENSATION

Compensation for CONSULTANT's services described in this Task Order will be billed as time and material fee in accordance with the billing rates provided in Attachment A of the Master Services Agreement for a total fee of **$125,913.68**, as detailed in the estimate of labor and cost table presented in Exhibits 1 of Appendix 1.

F. EFFECTIVE DATE

This Task Order is effective as of the 1st day of October, 2022.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the CONSULTANT have executed this Task Order evidencing its issuance by CITY and acceptance by CONSULTANT.

CAROLLO ENGINEERS, INC.

By: 

Vic Godlewski, P.E.,
Vice President

By: 

Scott Richards, P.E.,
Vice President

CITY

By:

Stockton Whitten,
City Manager

APPENDIX 1

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **City of Cocoa - FY23 Sellers WRF Permit Renewal and Substantial Modification Application** **Engineering Services**		**Professional ES IV**	**Lead Project Professional ES VII**	**Senior Professional ES VIII (Project Engineer)**	**Admin/Clerical**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 156.00	$ 204.75	$ 225.00	$ 70.96	$ 90.00		
	TASK AND DESCRIPTION							
1	Project Management and Communications		36	8	8		52	$9,738.68
2	Project Meetings	16	24	8		4	52	$9,570.00
3	Site Visits, Data Collection, Review and Analysis	16	36	16				$13,467.00
4	*FDEP Permit Application*							
4.1	Prepare and Submit Permit Application	80	100	16		8		$37,275.00
4.1.1	Prepare Preliminary Design Report (PDR)	40	100	40		8		$36,435.00
4.2	Assist with Request for Additional Information	16	32	16		2		$12,828.00
	Total Hours and Labor Costs	**168**	**328**	**104**	**8**	**22**	**104**	**$119,313.68**
	Travel and ODCs							$1,600.00
	FDEP Permit Application Fee							$5,000.00
	Total Travel, Expenses and ODCs							**$6,600.00**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)							**$125,913.68**

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems	2023-31
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/31/22 City Bid Number: RFQ 18-10-COC AMOUNT: $ 125,913.68

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2023-31

Dept. Number/Division Name: 421/4055

Project Name: Jerry Sellers WRF Permit Renewal Assistance Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

This Task Order will assist the CITY to prepare and submit the domestic wastewater permit renewal application package, along with required supporting documentation, to the FDEP. This permit is required to be renewed every five years. In addition the permit renewal the consultant will be assisting the City to prepare and submit a preliminary design report which is a requirement of the advanced water treatment standards.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-31

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Continuing Service Agreement Track Sheet

RFQ-18-10-COC

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

Service Description: Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Department: Utlities

Task Orders Issued: 33

Start Date: 7/24/2018

End Date: 7/23/2023

Extensions 0

Total Task Orders:	$3,581,138.54
Paid:	$2,183,431.72
Encumbered:	$317,326.45

Contract #	Vendor	Expires			
RFQ-18-10-COC	Carollo Engineers Inc	7/23/2023	$3,581,138.54	$2,183,431.72	$317,326.45

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered
2018-01	Utilize Filter media to achieve supplemental removal of suspended solids from wastewater effluent.; Requested by Jack Walsh; Project # WS19BB; PO/RQ#: 73202-36991; Notes: PO 73202-36991 [DK-04/08/2022]	8/21/2018	Completed	$4,129.00	$4,129.00	$0.00
2019-02	Provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.; Requested by Jack Walsh; PO/RQ#: 73605-37211;	9/25/2018	Completed	$125,000.00	$116,941.28	$0.00
2019-03	Computerized Maintenance Manegment System (CMMS) Update Phase III; Requested by Jack Walsh; Project # WS17CM; PO/RQ#: 74066-37656; Notes: Liquidated $2,999.43 (Final Payment) [DK-04-08-22]	9/25/2018	Completed	$99,980.00	$96,981.57	$0.00
2019-04	SCADA programming, software license renewal and as needed services; Requested by Jack Walsh; PO/RQ#: 74249-37953;	1/24/2019	Completed	$38,540.00	$38,540.00	$0.00
2019-04.1	Sellers Plant SCADA system: SCADA programming, software license renewal and as needed services; Requested by Jack Walsh; PO/RQ#: 74249-3793; Notes: Liquidated $9,651.30 (Final Payment) [DK-04/08/22]	5/8/2019	Completed	$34,346.80	$24,695.70	$0.00
2019-05	letter report summarizing the inspection of the current condition of the Cidco Tower.; Requested by Jack Walsh; Project # WS19LR; PO/RQ#: 73923-37586;	11/15/2018	Completed	$5,759.10	$5,759.10	$0.00

2019-06	Provide a letter report summarizing the owner's operations and maintenance staff input regarding their desired intent for the project.; Requested by Jack Walsh; Project # WS16SF; PO/RQ#: 73848-37511;	11/1/2018	Completed	$78,000.00	$45,370.99	$0.00
2019-07	Construction services during the repair of the Automatic Backwash Filter structure at Jerry Sellers Water Reclamation Facility located at 375 N. Cocoa Blvd., Cocoa FL 32922; Requested by Jack Walsh; Project # WS19BB; PO/RQ#: 73985-37637;	11/30/2018	Completed	$5,359.68	$5,359.68	$0.00
2019-08	The Task Order is for limited Construction Services for the Cidco Tower Rehabilitation Project by Carollo Engineers, Inc. This is a bond funded project.; Requested by Jack Walsh; Project # WS19LR; PO/RQ#: 74732-38587;	5/23/2019	Completed	$8,761.93	$5,982.23	$0.00
2019-09	Redesign and update of COM Smith's 2016 products by Carollo, including drawinqs, specifications, and calculations, and update them according to current building code and	6/26/2019	Active	$100,843.12	$100,843.12	$0.00
2019-09.1	Additional field validation and calculation work needed to confirm the influent pump station pump sizing due to a conflict between the existing design condition and the available record drawings known at the time the original task order was developed.; Requested by Jack	12/19/2019	Active	$18,885.86	$12,451.54	$6,434.32
2020-10	Provide the Sellers Division the following services to maintain the Sellers Plant SCADA system; Project Management and Sub-Consultant Coordination, SCADA Programming, As needed and Emergency On-Call Services and Software License Renewals; Requested by Katherine	11/13/2019	Completed	$105,368.45	$99,434.27	$0.00
2020-11	Professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.; Requested by Melinda Keesee; PO/RQ#: 76292-40495;	2/26/2020	Completed	$175,810.66	$153,516.96	$0.00
2020-12	Electrical building lintel repair engineering; Requested by Frank Palmieri; Project # WS20EB; PO/RQ#: 76845-40794;	5/4/2020	Completed	$4,051.00	$4,051.00	$0.00
2020-13	Lift Station 1 Improvements; Requested by Katherine Ennis; Project # WS21LS; PO/RQ#: 76691-41002; Notes: Liquidated $72.60 per ICORF dated 06/10/2022 [DK-06/16/2022]	6/17/2020	Completed	$49,858.64	$49,786.04	$0.00
2020-14	Biosolids Master Plan; Requested by Katherine Ennis; Project # WS19BS; PO/RQ#: 76901-41330;	8/12/2020	Completed	$167,104.00	$167,104.00	$0.00

2021-15	Maintain the Sellers Plant SCADA system; Project Management and Coordination, SCADA Programming, As needed and Emergency on-call Services and Software License Renewals; Requested by Frank Palmieri; PO/RQ#: 77296-41585;	10/23/2020	Completed	$157,598.35	$135,853.78	$0.00
2021-16	SCADA Design; Requested by Frank Palmieri; Project # WS1SS; PO/RQ#: 77551-42125;	12/8/2020	Active	$97,430.00	$84,682.86	$12,747.14
2021-17	FY21 SFO Support; Requested by Melinda Keesee; PO/RQ#: 77442-41874; Notes: Balance of $94,038.65 Liquidated [DK-04/07/22]	10/13/2020	Completed	$252,859.00	$158,820.35	$0.00
2021-18	Wastewater Capital Plan; Requested by Katherine Ennis; Project # WS1210; PO/RQ#: 77676-42291;	1/12/2021	Active	$454,738.62	$454,701.48	$37.14
2021-19	As-Needed Engineering Services for Wastewater System; Requested by Katherine Ennis; PO/RQ#: 77834-42504;	2/25/2021	Active	$19,963.29	$7,982.61	$11,980.68
2022-20	Bidding services related to project to include review and respond to contractor's questions, attending pre-bid meetings, assisting in evaluation of contractor bids.; Requested by Katherine Ennis; Project # GR2102; PO/RQ#: 78265-43026;	7/1/2021	Active	$10,490.00	$7,078.00	$3,412.00
2022-21	FY22 WW Engineering Services As-Needed; Requested by Katherine Ennis; PO/RQ#: 78602-43397;	9/23/2021	Active	$19,963.29	$12,687.52	$7,275.77
2022-22	Maintain the Sellers plant SCADA system; Project Management and Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals.; Requested by Frank Palmieri;	9/28/2021	Active	$163,646.12	$115,324.77	$48,321.35
2022-23	Lift Station #1 Replacement; Requested by Katherine Ennis; Project # WS1LS; PO/RQ#: 78967-43904;	11/9/2021	Active	$54,360.00	$25,898.50	$28,461.50
2022-24	Jerry Sellers WRF SCADA Network Bidding and Construction and Building Expansion Design through Construction; Requested by Frank Palmieri; PO/RQ#: 79234-44214;	1/25/2022	Active	$248,637.38	$79,891.60	$168,745.78

2022-25	SFO Engineering Support; Requested by Frank Palmieri; PO/RQ#: 79411-44446;	2/22/2022	Active	$199,474.54	$169,563.77	$29,910.77
2022-26	Internal Recycle Pump Replacement; Project # SW22IR Notes: Forwarded Task Order # 2022-26 to John Perrin [DK-06/28/2022]		Cancelled	$0.00	$0.00	$0.00
2023-27	Internal Recycle Pump Replacement; Requested by Jack Walsh; Project # SW22IR Notes: Emailed Task Order # 2023-27 to John Perrin [DK-08/19/2022] Emailed Task Order to Brian or approval [DK-08/25/2022]	9/13/2022	Pending	$371,444.54	$0.00	$0.00
2023-28	FY23 Scada Maintenance; Requested by Frank Palmieri; Project # WS22SN Notes: Task Order 2023-28 given via phone to Frank Palmerie [DK-08/23/2022]		Pending	$163,464.12	$0.00	$0.00
2023-29	FY23 Sewer Field Operations and Division Support; Requested by Melinda Keesee Notes: Task Order # emailed to Melinda [DK-8-25-22] Task Order emailed to Brian [DK-8-26-22]	9/13/2022	Pending	$199,394.08	$0.00	$0.00
2023-30	FY23 Engineering Division As-Needed Assistance; Requested by Katherine Ennis Notes: Task Order # 2023-30 emailed to katie [DK-08/25/2022] Task Order emailed to Brian [DK-09/12/2022]	9/15/2022	Pending	$19,963.29	$0.00	$0.00
2023-31	Sellers WRF Permit Renewal and Substantial Modification Application; Requested by Katherine Ennis Notes: emailed Task Order # 2023-31 to Katie [DK-09/01/22] emailed Task Order to Brian [DK-09/12/22]		Pending	$125,913.68		$0.00

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 11th day of October, 2022

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-004-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 421 | DATE PREPARED: 09/20/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,914)	421-4010-536.39-00		Contingency	$ 1,063,223	$ 1,063,223	$ 1,012,309	$ 1,063,223
$ 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
($ 50,914)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,914	421-4055-536.31-03		Professional Services-Engineering	$ 351,000	$ 351,000	$ 401,914	$ 351,000
$ 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
$ 50,914	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The project was originally budgeted for the permit renewal ($75,000). After this was budgeted we found out that in addition to the permit renewal the consultant will be assisting the City to prepare and submit a preliminary design report which is a requirement of the FDEP advanced water treatment standards. This additional work will require the budget transfer of $50,914. This will be going to Council for approval on 10-11-22. Agenda 22-549.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/22 *RESOLUTION #:* 2022-101

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

9/20/22	Katherine Ennis Digitally signed by Katherine Ennis Date: 2022.09.20 11:47:59 -04'00'	9/21/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.09.21 09:52:54 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.09.20 15:55:08 -04'00'	9/29/22	Lora Howell Digitally signed by Lora Howell Date: 2022.09.29 16:46:36 -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 #:	22-587	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/26/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approval of an Agreement between the School Board of Brevard County, the Sheriff of Brevard County and the City of Cocoa for the Provision of Direct Radio Communication and Dispatch Services. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement w School Board, Sheriff and First Responders.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2022
Agenda Date: October 11, 2022
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council Approval of an Agreement between the School Board of Brevard County, the Sheriff of Brevard County and the City of Cocoa for the Provision of Direct Radio Communication and Dispatch Services.

BACKGROUND:

The City of Cocoa Police Department wishes to enter into an agreement with the School Board of Brevard County and the Brevard County Sheriff for Direct Radio services and Dispatch services beginning on June 1, 2022 as provided for in the attached agreement. The Agreement shall remain in effect until withdrawn with a thirty (30) day written notice.

The Communication Center would provide dispatch services and radio connectivity to School Security Specialists/Guardians to schools within the City of Cocoa.

Each public safety answering point (PSAP) will directly provide notice by radio of a public safety emergency to the on-duty personnel of an Agency, and for which the PSAP does not provide primary dispatch functions as follows. Each public safety answering point (PSAP) shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approval of an Agreement between the School Board of Brevard County, the Sheriff of Brevard County and the City of Cocoa for the Provision of Direct Radio Communication and Dispatch Services.

Approval Date: _____

AGREEMENT BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA
AND
BREVARD COUNTY FIRST RESPONDER AGENCIES

FOR THE PROVISION OF DIRECT RADIO COMMUNICATION AND DISPATCH SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into by and between the following "Parties" and "Agencies," described as:

a. The School Board of Brevard County, Florida, a political subdivision of the State of Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "Board")
b. Wayne Ivey, in his official capacity as the Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, 700 Park Avenue, Titusville, Florida 32780 (hereinafter referred to as the "Sheriff") on behalf of unincorporated areas in Brevard County, City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Beach, Town of Melbourne Village and the Town of Palm Shores;
c. The City of Titusville on behalf of the Titusville Police Department and Titusville Fire Department;
d. The City of Cocoa on behalf of Cocoa Police Department and Cocoa Fire Department;
e. The City of Rockledge on behalf of Rockledge Police Department;
f. The City of Cocoa Beach on behalf of the Cocoa Beach Police Department and Cocoa Beach Fire Department;
g. The City of Satellite Beach on behalf of the Satellite Beach Police Department and Satellite Beach Fire Department;
h. The City of Indian Harbour Beach on behalf of the Indian Harbour Beach Police Department and Indian Harbour Beach Fire Department;
i. The City of Melbourne on behalf of the Melbourne Police Department, the Melbourne Airport Police Department, and Melbourne Fire Department;
j. The City of Palm Bay on behalf of the Palm Bay Police Department and Palm Bay Fire Department.

WHEREAS, section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public entities to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission's recommendations, the Florida Legislature created section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, section 365.179, Florida Statutes, requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies within the county which provides for interagency communications as required under this law; and

WHEREAS, pursuant to section 365.179, Florida Statutes, the Sheriff and Brevard County first responders entered into an interlocal agreement providing for interagency communications as required under this law; and

WHEREAS, the Board and the Sheriff desire to facilitate efficient and effective communications between School Security Specialists/Guardians employed pursuant to sections 30.15 and 1006.12, Florida Statutes, and first responder agencies throughout Brevard County in the event of a public safety emergency or event.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **TERM AND TERMINATION.** This Agreement shall be effective commencing June 1, 2022, irrespective of when fully signed and executed, and shall continue in full force and effect unless amended by subsequent agreement of the parties. Any agency may withdraw from this Interlocal Agreement upon providing thirty (30) days written notice to each of the other parties to this agreement. After the thirty (30) day notice, this agreement will be void as to the withdrawing Agency only.

3. **BOARD RESPONSIBILITIES.** The Board agrees, through its Superintendent, to the following:

    a. To purchase, assign, and maintain necessary radio equipment, materials, and supplies for School Security Specialists/Guardians employed by Brevard Public

Schools for the purpose of direct radio access regarding public safety emergencies or events.

b. That all Board employees with access to radio communications and Public Safety Answering Points (PSAPs) shall be subject to the same laws, policies, rules, and regulations, as are other employees of the municipal police departments as well as the rules and regulations governing the employees of the Sheriff who have access to radio communications and transmissions.

c. That all Board employees with access to radio communications will undergo a fingerprint-based records check under the BCSO ORI prior to assignment to a radio, and will be required to take and maintain current Level 2 Security Awareness Training as provided by the Sheriff.

d. To notify the Sheriff immediately upon the termination of a School Security Specialist/Guardian, whereupon radio access will be terminated.

e. That the Board and its representatives signing this Agreement represent and warrant that they have the authority to legally bind the Board to the terms of this Agreement and acknowledge that the Sheriff is relying on this representation and warranty in agreeing to the terms of this Agreement.

4. **SHERIFF RESPONSIBILITIES.** The Sheriff agrees to the following:

a. To provide training to all applicable Board, Charter and agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. The Sheriff and/or public safety answering point (PSAP) shall be responsible for training personnel assigned to schools within their jurisdiction.

b. To provide dispatch services and radio connectivity for School Security Specialists/Guardians assigned to schools within to the unincorporated areas in Brevard County, City of Cape Canaveral, City of West Melbourne, the Town of Grant-Valkaria, Town of Malabar, Town of Melbourne Beach, Town of Melbourne Village and the Town of Palm Shores.

5. **MUNICIPALITY AND PSAP RESPONSIBILITIES.** The participating local municipalities agree to the following:

a. To provide dispatch services and radio connectivity for School Security Specialists/Guardians assigned to schools within the municipality.

b. Each public safety answering point (PSAP) will directly provide notice by radio of a public safety emergency to the on–duty personnel of an Agency, and for which the PSAP does not provide primary dispatch functions as follows:

i. Each public safety answering point (PSAP) shall have the ability to have

direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.

ii. Upon the occurrence of a public safety emergency, if the primary public safety answering point (PSAP) with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the first responders and dispatchers with jurisdiction over the service area where the event is occurring.

iii. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or public safety answering point (PSAP) shall be responsible for training their respective personnel.

6. **LIABILITY.** Each Party shall be solely responsible for its own actions and negligence and each Party agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time, or of any defense available to any Party. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

7. **NON-DISCRIMINATION.** In performance of this Agreement, the Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.

8. **ENTIRE AGREEMENT.** The Parties agree that except as specifically stated herein, this Agreement constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises, and understandings not specifically set forth in this Agreement or in the certificates or documents delivered in connection herewith. No Party has in any way relied nor shall in any way rely upon any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement or in such certificates or documents.

9. **GOVERNING LAW AND VENUE.** The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida without regard to that state's conflict of laws principles. Venue in any litigation arising out of this Agreement shall lie exclusively in the appropriate state court situated in Brevard County, Florida.

10. **MODIFICATIONS.** The Parties agree that no change or modification of this Agreement shall be valid unless the same is in writing and signed by all the Parties hereto.

11. **NOTICE.** The Parties agree that all communications required or permitted to be given hereunder shall be in writing and shall be given to the appropriate Parties by personal delivery or sent by certified or registered mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses set forth below, but each Party may change the address by written notice in accordance with this Paragraph 10. Refusal of the mailing by any Party shall be deemed to be receipt of the writing for purposes of this Agreement.

As to the Board:
The School Board of Brevard County, FL
Attention: Dr. Mark W. Mullins, Superintendent
2700 Judge Fran Jamieson Way
Viera, Florida 32940

With a copy to:
The School Board of Brevard County, FL
Attention: Paul Gibbs, General Counsel
2700 Judge Fran Jamieson Way
Viera, Florida 32940

As to the Sheriff:
Wayne Ivey, Sheriff
Brevard County Sheriff's Office
700 Park Avenue
Titusville, Florida 32780

With a copy to:
Laura Moody, Chief Legal Counsel
Brevard County Sheriff's Office
340 Gus Hipp Blvd.
Rockledge, Florida 32955

As to Titusville Police Department:
Chief John Lau
1100 John Glenn Blvd.
Titusville, Florida 32780

As to Cocoa Police Department:
Chief Evander Collier, IV
1226 West King St.
Cocoa, Florida 32922

As to Rockledge Police Department:
Chief Joseph P. LaSata
1776 Jack Oats Blvd.
Rockledge, Florida 32955

As to Cocoa Beach Police Department:
Chief Scott Rosenfeld
85 South Orlando Ave.
Cocoa Beach, Florida 32931

As to Satellite Beach Police Department:
Chief Jeff M. Pearson
510 Cinnamon Dr.
Satellite Beach, Florida 32937

As to Indian Harbour Beach Police Department:
Chief David Butler
40 Cheyenne Ct.
Indian Harbour Beach, Florida 32937

As to Melbourne Police Department:
Chief David Gillespie
650 N. Apollo Blvd.
Melbourne, Florida 32935

As to Palm Bay Police Department:
Chief Mariano Augello
130 Malabar Rd. SE
Palm Bay, Florida 32907

12. **RELATIONSHIP OF THE PARTIES.** The Parties are independent contractors of each other. Except as set forth herein, no Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent, employee, joint venture, or local representative of any other Party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.
13. **NO THIRD-PARTY RIGHTS.** This Agreement is for the benefit of Board, Sheriff, and Local Municipalities. No other person is intended to be a beneficiary under this Agreement. No employee of the Sheriff, Board, or Local Municipality shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this Agreement. Furthermore, neither the Board, Sheriff, nor Local Municipality assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this Agreement.

14. **AUTHORITY.** The Parties acknowledge that, by the signing of this Agreement, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this Agreement, and no approvals or consents of any persons other than the Parties are necessary in connection with this Agreement.

15. **ASSIGNMENT.** The Parties shall not assign nor transfer their respective obligations under this Agreement, but this Agreement shall continue in full force and effect notwithstanding the election or appointment of a sheriff who succeeds the Sheriff in office. This Agreement shall be binding on the Parties' respective successors.

16. **SEVERABILITY.** To the extent that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision, if any, and of this Agreement shall be unaffected.

17. **COUNTERPARTS.** This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein. The Parties agree that electronic signatures or scanned images of signatures to this Agreement shall be treated as original signatures in all respects.

18. **CONFIDENTIALITY.** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records and meetings that may be exempt from public access or disclosure.

19. **PUBLIC RECORDS.**
    a. **IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE PARTIES' OR SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THEY SHALL CONTACT THE SHERIFF'S CUSTODIAN OF RECORDS (CURRENTLY RECORDS SUPERVISOR CORRINE MANLEY) AT 321-264-5214, CORRINE.MANLEY@BCSO.US, BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.**
    b. **IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE PARTIES' OR BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE SHERIFF SHALL CONTACT THE BOARD'S CUSTODIAN OF RECORDS AT 321-633-1000, EXT. 11453, RECORDSREQUEST@BREVARDSCHOOLS.ORG, SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, FLORIDA 32940.**

COCOA POLICE DEPARTMENT

City Manager Stockton Whitten Date

Approved as to form and legality

City Attorney Date

Evander Collier IV, Chief of Police Date
Cocoa Police Department
1226 West King St.
Cocoa, FL 32922

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Legislation Details (With Text)

File #:	22-589	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/27/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approval for the Mayor to sign the City's Tree City Application. Authorize the City Manager as the Mayor's designee to sign all subsequent Tree City Applications. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	adf-mayor-signature.pdf Arbor Day Celebration.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2022
Agenda Date: October 11, 2022
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council Approval for the Mayor to sign the City's Tree City Application. Authorize the City Manager as the Mayor's designee to sign all subsequent Tree City Applications.

BACKGROUND:

The City of Cocoa originally certified as a “Tree City” by resolution on December 13, 1994.

The History of the Tree City designation begins with the National Arbor Day Foundation.Started in 1976, Tree City USA is one of the Arbor Day Foundation’s oldest programs. Our founders had a vision for a greener, healthier America, and hoped this initiative would inspire change on a nationwide level. The first Tree City USA cohort was comprised of 42 communities in 16 states. Today, the program includes more than 3,600 communities from all 50 states, Washington D.C., and Puerto Rico. We’ve seen a lot of change over the years - but our participants’ passion for trees has remained the same.

STRATEGIC PLAN CONNECTION:

The Tree City designation increases the City’s image through increased tree care, maintenance,

shaded tree canopy and planting.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council Approval for the Mayor to sign the City's Tree City Application. Authorize the City Manager as the Mayor's designee to sign all subsequent Tree City Applications.

2022 Tree City USA

Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2022 calendar year.

Primary Contact

Contact Name Frank Mirabito
Email Address: fmirabito@cocoafl.gov
Phone Number: (321) 433-8776
Address: 155 N Wilson Ave
Cocoa, FL 32922

Cocoa, Florida Community Information

Select Which Best Describes Your Community: Community has a Tree Board Only
Ordinance Date: Nov 30, 1994
Ordinance Uploaded
Per Capita Expenditure:
Arbor Day Date: Apr 29, 2022
Proclamation Uploaded

As Mayor or Equivalent of the Community of Cocoa

_____

Mayor or Equivalent Signature | Title | Date

Application Certification

To Be Completed By The State Forester:

Cocoa

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2022 calendar year, having in my opinion met the four standards required for recognition.

_____

State Forester Signature | Title | Date

City of Cocoa

ARBOR DAY CELEBRATION

Join us for an Arbor Day event with programs offered by the UF IFAS extension office and Keep Brevard Beautiful, recognition of our Tree Photo Contest winners, celebration of our Tree City USA recognition from the Arbor Day Foundation, and free saplings from the City of Cocoa Public Works Department.

PROGRAMS FROM:

UF IFAS Extension UNIVERSITY of FLORIDA

Brevard COUNTY

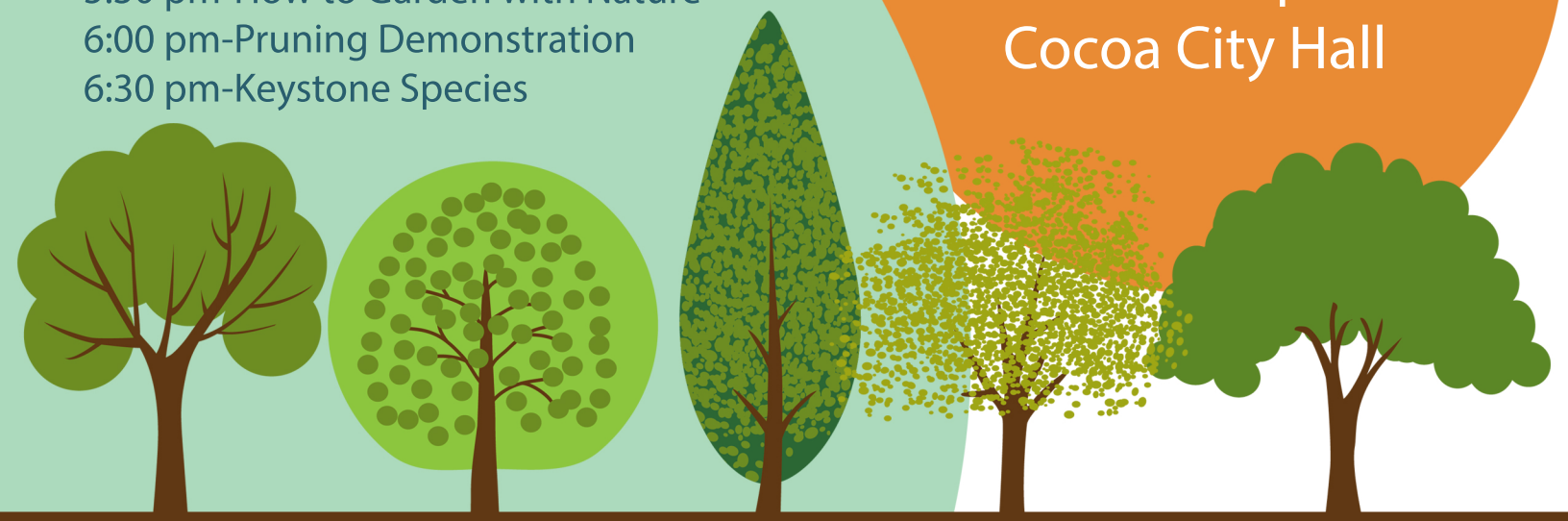
KBB keepbrevardbeautiful KEEP AMERICA BEAUTIFUL AFFILIATE

PROGRAM SCHEDULE:

4:30 pm-Invasive Tree Identification
5:00 pm-How to Build a Birdhouse from Recycled Materials
5:30 pm-How to Garden with Nature
6:00 pm-Pruning Demonstration
6:30 pm-Keystone Species

FREE EVENT

April 29, 2022
4:00-7:00 pm
Cocoa City Hall



COCOA FLORIDA

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www.CocoaFL.gov

Legislation Details (With Text)

File #:	22-592	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/27/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approve and authorize an Exemption to Competitive Purchasing for the annual renewal of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_27_2020 Support Agreement.pdf TYLER TECH INVOICE 130-130763.pdf Sole Source Resolution -Tyler.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2022
Agenda Date: October 11, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve and authorize an Exemption to Competitive Purchasing for the annual renewal of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite.

BACKGROUND:

The Aegis Public Safety software suite was purchased from New World Systems in 2010 to provide Computer Aided Dispatch and Records Management. This maintenance agreement provides software protection and support for all Aegis modules previously licensed by the City.

The renewal with Tyler Technologies will continue the current level of maintenance and support services provided by Tyler for the term of October 1, 2022 through September 30, 2023. The agreement continues as year-to-year with the City agreeing to an additional year of service at the end of each year by timely payment of the renewal invoice issued by Tyler. If the City wishes to discontinue service, it can do so by simply not paying the renewal invoice issued at the end of the service year. It is in the best interests of the City to continue the use of Tyler Technologies, Inc. at this time as the City is not desiring to change the software used for CAD. A Sole Source resolution is attached to this agenda item requesting an exemption of competitive purchase for this contract.

The maintenance renewal for FY2023 is $106,657.12 which represents a 5% increase from the previous year maintenance of $101,575.51.

STRATEGIC PLAN CONNECTION:

The Aegis Public Safety software suite is an essential tool used by Cocoa Police and Fire Departments. Renewing the annual maintenance agreement will ensure public safety operations continue to perform at the high level of stability and accuracy required.

BUDGETARY IMPACT:

One-Year Maintenance Renewal

Tyler Technologies, Inc., Support Agreement
Amount Requested: $106,657.12
Account Number: 001-1203-516.56-15
Account Name: IT-Related Operating Expenses

PREVIOUS ACTION:

City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. On January 25, 2016, the City Council approved the purchase of New World's Premier Software Maintenance Agreement for a five (5) year duration that will expire on September 30, 2020 and on May 27, 2020, City Council approved a year-to-year agreement for software support with Tyler Technologies, Inc. The current agreement allows for the City to indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler each year.

RECOMMENDED MOTION:

Approve and authorize an Exemption to Competitive Purchasing for the annual renewal of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite.



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World Systems Corporation ("New World") and Client are parties to a License Agreement with an effective date of March 22, 2016 (the "Agreement"), under which Client licensed the New World software itemized therein, and which has been amended from time to time to add or subtract software to be licensed in accordance with the needs of the Customer, including the Amendments executed on May 1, 2018; August 20, 2018; December 12, 2018; and February 15, 2019; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client also entered into a New World Systems Corporation Premier Software Maintenance Agreement ("Premier Software Maintenance Agreement"), with an effective date of April 12, 2016, and with an effective period from October 1, 2015 through September 30, 2020, which continues to remain in effect today; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms and enter into this Support Agreement, which will supplement and extend the Premier Software Maintenance Agreement for one additional year upon its scheduled expiration on September 30, 2020;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement and subsequent executed Amendments, and on which Client has paid maintenance and support fees through the Effective Date through the Premier Software Maintenance Agreement and applicable Amendments, shall mean the "Tyler Software" for purposes of this Support Amendment.

2. Tyler shall continue to provide maintenance and support services on the Tyler Software according to the terms of the Premier Software Maintenance Agreement and Exhibit 1 to this Support Amendment beginning on October 1, 2020.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date and as provided in the Agreement.

4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.	City of Cocoa, FL
By:	By:
Name: Bryan Porter	Name: Matthew Fuhrer
Title: President	Title: Interim City Manager
Date: 5/11/20	Date: 5/27/2020

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on October 1, 2020 and remains in effect for one (1) year. The term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended. Maintenance and support fees for any additional licensed software from Tyler will be added to this Maintenance and Support Agreement pursuant to terms of the Amendment adding the new software, which may be billed to Customer on a prorated basis for the remainder of the maintenance year and on a full year basis thereafter for subsequent renewals, if any.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases and temporary fixes to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-130763	10/01/2022	1 of 5

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Ship To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

RECEIVED
SEP 26 2022
BY:

APPROVED
By Robert Beach at 3:09 pm, Sep 26, 2022

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	21348		USD	NET15	10/16/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Cocoa, City of				
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	10.87	1,087.00
	Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	814.29	814.29
	New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	6	973.28	5,839.68
	New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Enterprise Third Party Interface Standard Maintenance - Encoder Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Enterprise Third Party Interface Standard Maintenance - ePCR Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	2,861.91	2,861.91
	New World Enterprise Third Party Interface Standard Maintenance- On-Line CAD Interface to State/NCIC Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	407.70	407.70
	Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	542.85	542.85
	Additional New World Enterprise Standard Maintenance for CAD - Web CAD Monitor Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	Additional New World Software for LE Records Standard Maintenance - Bookings Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	407.70	407.70
	Additional New World MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	1,358.27	1,358.27
	Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	542.85	542.85
	Additional New World Software for LE Records Standard Maintenance - Field Investigations Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	407.70	407.70
	Additional New World Software for LE Records Standard Maintenance - Gang Tracking	1	679.14	679.14

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-130763	10/01/2022	2 of 5

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Ship To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	21348		USD	NET15	10/16/2022

Date	Description	Units	Rate	Extended Price
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Single Jurisdiction Base LE Records Standard Maintenance	12	226.38	2,716.56
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Additional New World Software for LE Records Standard Maintenance - Narcotics Mgmt	1	542.85	542.85
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	407.70	407.70
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - State Accidents Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Third Party LE Records Interface Standard Maintenance- Ticket Writer Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	1,221.99	1,221.99
	Additional New World Software for Fire Records Standard Maintenance - Data Analysis/Management Reporting Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	542.85	542.85
	Additional New World Software for Fire Records Standard Maintenance - Equipment Tracking and Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	814.29	814.29
	New World Federal Compliance Reporting for Fire Records Standard Maintenance- NFIRS 5.0 Electronic Reporting Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	679.14	679.14
	New World Fire Records Standard Maintenance Base Package	6	475.28	2,851.68
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	New World Third Party LE Records Interface Standard Maintenance- On-Line Global Subjects Interface to State/NCIC Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	407.70	407.70
	New World MSP Third Party CAD Interface Standard Maintenance-New World State/NCIC Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	814.29	814.29
	New World Third Party Corrections Interface Standard Maintenance - Livescan Interface	1	814.29	814.29
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	New World Imaging Standard Maintenance - Digital Imaging	1	0.00	0.00
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots	1	1,086.84	1,086.84
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	CAD Data Mart Standard Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			

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Invoice No	Date	Page
130-130763	10/01/2022	3 of 5

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Cocoa, FL 32922-7982

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	21348		USD	NET15	10/16/2022

Date	Description	Units	Rate	Extended Price
	New World Decision Support Base Datamart Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	0.00	0.00
	Fire Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	2	238.50	477.00
	Performance Dashboard Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	5,723.83	5,723.83
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	2	238.50	477.00
	New World Mobile Management Server Standard Maintenance (51-100 units) - Field Reporting Data Merge Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	4.07	407.00
	New World Field Reporting Server Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	13.59	1,359.00
	New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (51-100 units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	33.95	3,395.00
	New World AVL Interface Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	21.74	2,174.00
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	61.11	6,111.00
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	13.59	1,359.00
	New World Mobile Standard Maintenance on the RS/6000 - State/NCIC(51-100 Units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	0.00	0.00
	New World Law Enforcement Mobile Unit Standard Maintenance - In-Station-Based Reporting - Field Investigation Field Reporting(1 Form) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	25.05	2,505.00
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	10	50.87	508.70
	New World Fire Mobile Unit Standard Maintenance - In-Car Mapping Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	10	27.14	271.40
	New World Fire Mobile Unit Standard Maintenance - In-Car Routing Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	10	20.33	203.30
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	70	31.04	2,172.80
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing	70	23.28	1,629.60

tyler technologies

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130-130763	10/01/2022	4 of 5

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49873 - MAIN - MAIN	21348		USD	NET15	10/16/2022

Date	Description	Units	Rate	Extended Price
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	83.52	8,352.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Compliance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	25.05	2,505.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	70	58.19	4,073.30
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	83.51	8,351.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	16.71	1,671.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	70	38.81	2,716.70
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - MCT Ticket Writer Interface Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	30	41.76	1,252.80
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	32.59	3,259.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	70	15.53	1,087.10
	New World Data Sharing Standard Maintenance - Multi-Server Search Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	1,358.27	1,358.27
	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	1	955.11	955.11
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units) Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	21.74	2,174.00
	New World Base CAD/NCIC/Messaging Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	100	0.00	0.00
	New World Third Party Maintenance - ArcGIS Runtime CAD Desktop Workstations Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	6	326.32	1,957.92
	New World Third Party Maintenance - ArcGIS Runtime Mobile In-Car Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	90	33.94	3,054.60
	New World AVL Interface Standard Maintenance Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023	90	20.37	1,833.30

tyler technologies

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	21348		USD	NET15	10/16/2022

Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	106,657.12
Sales Tax	0.00
Invoice Total	106,657.12

RESOLUTION NO. 2022-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 11th day of October, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-107

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source, for the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite.

The Department Director has provided supporting documentation toward justification of the waiver, based on single source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	22-611	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	10/5/2022		**In control:**	City Council	
On agenda:	10/11/2022		**Final action:**		
Title:	Approve a Budget Resolution adjusting the FY23 Budget, BAF# 23-009-T1&2, Transferring funds from the Growth and Economic Development Department to the Information Technology Department to fund the transfer of a GIS Analyst Specialist position from Growth and Economic Development to Information Technology. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant (002).pdf BAF 23-009-T-1-IT-Budget for GIS Analyst Move (10-11-22) Agenda 22-611.pdf BAF 23-009-T-2-IT-Budget for GIS Analyst Move (10-11-22) Agenda 22-611.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2022
Agenda Date: October 11, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a Budget Resolution adjusting the FY23 Budget, BAF# 23-009-T1&2, Transferring funds from the Growth and Economic Development Department to the Information Technology Department to fund the transfer of a GIS Analyst Specialist position from Growth and Economic Development to Information Technology.

BACKGROUND:

On September 27, 2022, the City Council approved the FY23 budget which included the FY22 creation of a Planning and GIS Specialist in the Growth and Economic Development Department. Upon discussion of this position with the Growth and Economic Development Department's Interim Director and the City Manager, it was determined that this position would be better positioned in the City's Information Technology (IT) Department. Transferring the position to the IT Department will allow this position to better serve the organization on a citywide level as opposed to providing services to a single departmental entity.

As part of the transfer, funds budgeted for salary and benefits will need to be transferred to the IT Department's budget. Additionally, the job description in the City's pay plan will change from a Planning & GIS Specialist to GIS Analyst to better suit the IT position to serve the entire City. There is no change to the pay grade.

STRATEGIC PLAN CONNECTION:
N/A

BUDGETARY IMPACT:
Budgeted in a different Department	Yes
If not budgeted, is amendment/transfer attached?	Yes

There are sufficient funds budgeted to meet the financial obligations through Fiscal Year 2023.

BAF# 23-009-T 1 and 2

Account Name	Account from	Account to	Amount
Regular Salaries & Wages	001-1905-515.12-00	001-1203-516.12-00	$56,139
FICA Taxes	001-1905-515.21-00	001-1203-516.21-00	$4,755
Retirement Contributions	001-1905-515.22-00	001-1203-516.22-00	$6,181
Medical	001-1905-515.23-04	001-1203-516.23-04	$22,361
Dental Insurance	001-1905-515.23-07	001-1203-516.23-07	$824
Vision Insurance	001-1905-515.23-08	001-1203-516.23-08	$138
Insurances	001-1905-515.23-00	001-1203-516.23-00	$102
Long Term Disability	001-1905-515.23-09	001-1203-516.23-09	$100
Worker's Compensation	001-1905-515.24-00	001-1203-516.24-00	$90
Benefit Offset	001-1905-515.27-00	001-1203-516.27-00	$2,400
TOTAL TRANSFER			$93,090

PREVIOUS ACTION:

On September 27, 2022, the City Council approved the FY23 budget which included the creation of position #497, Planning and GIS Specialist, in the Growth and Economic Development Department.

RECOMMENDED MOTION:
Approve a Budget Resolution adjusting the FY23 Budget, BAF# 23-009-T1&2, Transferring funds from the Growth and Economic Development Department to the Information Technology Department to fund the transfer of a GIS Analyst Specialist position from Growth and Economic Development to Information Technology.

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 11th day of October, 2022

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-009-T-1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1203 | DATE PREPARED: 10/05/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 56,139)	001-1905-515.12-00		Regular Salaries & Wages	$ 259,580	$ 259,580	$ 203,441	$ 0
($ 4,755)	001-1905-515.21-00		FICA Taxes	$ 20,458	$ 20,458	$ 15,703	$ 0
($ 6,181)	001-1905-515.22-00		Retirement Contributions	$ 28,435	$ 28,435	$ 22,254	$ 0
($ 22,361)	001-1905-515.23-04		Medical	$ 60,176	$ 60,176	$ 37,815	$ 0
($ 824)	001-1905-515.23-07		Dental Insurance	$ 2,212	$ 2,212	$ 1,388	$ 0
($ 138)	001-1905-515.23-08		Vision Insurance	$ 426	$ 426	$ 288	$ 0
($ 90,398)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 56,139	001-1203-516.12-00		Regular Salaries & Wages	$ 575,650	$ 575,650	$ 631,789	$ 0
$ 4,755	001-1203-516.21-00		FICA Taxes	$ 53,231	$ 53,231	$ 57,986	$ 0
$ 6,181	001-1203-516.22-00		Retirement Contributions	$ 86,518	$ 86,518	$ 92,699	$ 0
$ 22,361	001-1203-516.23-04		Medical	$ 100,750	$ 100,750	$ 123,111	$ 0
$ 824	001-1203-516.23-07		Dental Insurance	$ 5,074	$ 5,074	$ 5,898	$ 0
$ 138	001-1203-516.23-08		Vision Insurance	$ 877	$ 877	$ 1,015	$ 0
$ 90,398	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transferring position 497, Planning and GIS Specialist, from the Growth and Economic Development Department to the Information Technology Department. Agenda 22-611

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/11/22 *RESOLUTION #:*

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

10/5/22	Digitally signed by Robert Beach Date: 2022.10.05 14:20:42 -04'00'	10/5/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.10.05 16:44:50 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/5/22	Digitally signed by Robert Beach Date: 2022.10.05 14:21:10 -04'00'	10/6/22	Lora Howell Digitally signed by Lora Howell Date: 2022.10.06 09:04:53 -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 #: _____

Approved 07/13

Revised eform 2/9/22 - IT

City of Cocoa Budget Adjustment Form FY 2023 - 23-009-T-2

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1203 | DATE PREPARED: 10/05/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 102)	001-1905-515.23-00		Insurances	$ 710	$ 710	$ 608	$ 0
($ 100)	001-1905-515.23-09		Long Term Disability	$ 800	$ 800	$ 700	$ 0
($ 90)	001-1905-515.24-00		Worker's Compensation	$ 724	$ 724	$ 634	$ 0
($ 2,400)	001-1905-515.27-00		Benefit Offset	$ 9,600	$ 9,600	$ 7,200	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 2,692)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 102	001-1203-516.23-00		Insurances	$ 4,972	$ 4,972	$ 5,074	$ 0
$ 100	001-1203-516.23-09		Long Term Disability	$ 2,252	$ 2,252	$ 2,352	$ 0
$ 90	001-1203-516.24-00		Worker's Compensation	$ 1,913	$ 1,913	$ 2,003	$ 0
$ 2,400	001-1203-516.27-00		Benefit Offset	$ 24,000	$ 24,000	$ 26,400	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,692	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transferring position 497, Planning and GIS Specialist, from the Growth and Economic Development Department to the Information Technology Department. Agenda 22-611

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/11/22 RESOLUTION #:

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

10/5/22	Digitally signed by Robert Beach Date: 2022.10.05 16:14:35 -04'00'	10/5/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.10.05 16:45:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/5/22	Digitally signed by Robert Beach Date: 2022.10.05 16:15:03 -04'00'	10/6/22	Lora Howell Digitally signed by Lora Howell Date: 2022.10.06 09:06:29 -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 #: _____

Approved 07/13

Revised eform 2/9/22 - IT

Legislation Details (With Text)

File #:	22-617	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	10/7/2022		**In control:**	City Council	
On agenda:	10/11/2022		**Final action:**		
Title:	Authorize the City Manager to issue the Notice to Proceed and issue Purchase Orders of $150,000 to Thompson Consulting Services, LLC. and $150,000 to CrowderGulf Joint Venture, Inc. for vegetative storm debris monitoring and removal/management, respectively. Authorize the City Manager to issue any change orders not to exceed $200,000, to be shared between both contractors as needed. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Contigency.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 7, 2022
Agenda Date: October 11, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Through: Stockton Whitten - City Manager
Requested Action:
Authorize the City Manager to issue the Notice to Proceed and issue Purchase Orders of $150,000 to Thompson Consulting Services, LLC. and $150,000 to CrowderGulf Joint Venture, Inc. for vegetative storm debris monitoring and removal/management, respectively. Authorize the City Manager to issue any change orders not to exceed $200,000, to be shared between both contractors as needed.

BACKGROUND:

In response to the excessive amount of vegetative debris left behind by Hurricane Ian, City Staff is requesting to issue a Notice to Proceed to both Tier 1 Disaster Debris Monitoring and Disaster Debris Removal/Management Contractors to perform these services for the City. City Council previously approved the competitively bid contract award to CrowderGulf and Thompson Consulting Services LLC for debris removal and monitoring in case there was a weather event that required outside assistance to remove and monitor the removal of debris. Purchase orders for these services are not issued until there is a need for assistance. The debris removal will only occur on roadways under the jurisdiction of the City of Cocoa and will not include any County, State, or Private Roadways. The debris removal will only consist of vegetative waste.

At this time, Brevard County has not been approved for reimbursement from FEMA for Category A Debris Removal, however City Staff is monitoring the Request for Public Assistance for this Category.

If FEMA does not approve public assistance for debris removal from Hurricane Ian, the City will bear the full cost of these recovery efforts. Budget is not provided for emergency costs until the actual costs are known.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

City Staff will return to Council with a Budget Amendment to fund the cleanup of debris and to provide final costs.

Amount Requested	$500,000
Account Number	001-1601-525.34-00 Project ES22IN
Account Name	Contract Services

Inclusive of Project Contingency: $200,000

The Original Purchase Order will not include any project contingency.

PREVIOUS ACTION:

City Council approved a multi-year contract with Thompson Consulting Services, LLC for Disaster Debris Monitoring Services and CrowderGulf Joint Venture, Inc. for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services at the June 22, 2021, City Council Meeting.

RECOMMENDED MOTION:

Authorize the City Manager to issue the Notice to Proceed and issue Purchase Orders of $150,000 to Thompson Consulting Services, LLC. and $150,000 to CrowderGulf Joint Venture, Inc. for vegetative storm debris monitoring and removal/management, respectively. Authorize the City Manager to issue any change orders not to exceed $200,000, to be shared between both contractors as needed.

RESOLUTION NO. 2022-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACTS RELATED TO THE DEBRIS CLEANUP FOR HURRICANE IAN WITHIN THE CITY LIMITS OF COCOA PROJECT ES22IN $500,000 INCLUSIVE OF A $200,000 CONTIGENCY SET ASIDE FOR CHANGE ORDERS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to debris cleanup contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary contracts related to the debris cleanup due to Hurricane Ian, authorized by the City Council in excess of the spending authority limits under this section provided the amount is with the budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, The City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related to the Hurricane Ian Debris Cleanup, Project ES22IN, in the amount of $500,000 inclusive of a $200,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of October, 2022.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	22-602	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/4/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approve participation in a Multi-Year Cooperative Purchasing Contract of the School Board of Brevard County (Brevard County COOP) for the purchasing of petroleum products utilizing contract number ITB 22-934-B-WH: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign any contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city-wide fuel purchases FY23, and throughout the duration of the contract term, pending future budget approvals. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	22-394-B-WH - Web Packet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2022
Agenda Date: October 11, 2022
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E, Public Works Director / City Engineer
Requested Action:
Approve participation in a Multi-Year Cooperative Purchasing Contract of the School Board of Brevard County (Brevard County COOP) for the purchasing of petroleum products utilizing contract number ITB 22-934-B-WH: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign any contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city-wide fuel purchases FY23, and throughout the duration of the contract term, pending future budget approvals.

BACKGROUND:

On September 9, 2022, the School Board of Brevard County voted to award Glover Oil Company ITB 22-934-B-WH through an open bidding process. The contract terms are a base three (3) year term (September 9, 2022 through September 9, 2025), with an optional two (2) year renewal period.

Brevard County COOP consists of the following Agencies:
Brevard County Board of County Commissioners
Brevard County School Board
Canaveral Port Authority

Eastern Florida State College
City of Cape Canaveral
City of Cocoa
City of Cocoa Beach
City of Indian Harbor Beach
City of Melbourne
City of Melbourne Beach
City of Palm Bay
City of Rockledge
City of Satellite Beach
City of Titusville

The fuel contract pricing is based on the daily OPIS (Oil Price Information Service) through the awarded vendor Glover Oil Company of Melbourne Florida**.**

This contract will be used to continue procurement of inventoried and non-inventoried gasoline, diesel & fuel oils for the City of Cocoa Vehicles, Equipment, Generators and Pumps for City of Cocoa Departments / Divisions in General, Water/Sewer and Stormwater Funds.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes
Department - 5230 Fuel accounts fuel purchased for inventory will be purchased the Cocoa Fleet Warehouse building GO inventory account number 001-0000-141.20-00
FY23

Department / Division Fuel Accounts
001-1203-516.52-30 Information Technology - $239
001-1600-513.52-30 General Fund - $922
001-1905-515.52-30 Growth & Economic Development - $1,111
001-1905-559.52-30 Economic Development - $75
001-2100-521.52-30 Cocoa Police - $345,615
001-2132-524.52-30 Code Enforcement - $7,341
001-2200-522.52-30 Fire Administration - $8,666
001-2201-522.52-30 Fire Operations - $98,645
001-3200-515.52-30 Community Services - $1,585
001-3500-519.52-30 Public Works Administration - $1,545
001-3510-541.52-30 Public Works Streets - $25,989
001-3520-572.52-30 Public Works Beatification - $41,000
001-3540-519.52-30 Public Works Fleet Management - $4,028
001-3560-519.52-30 Public Works Facility Management - $34,604
001-3580-519.52-30 Pubic Works Capital Projects - $796

107-3200-515.52-30 Community Services / Building - $6,520
421-1515-536.52-30 Field Services Meter Readers - $83,296
421-4010-536.52-30 Water Sewer Administration / lab - $19,101
421-4020-536.52-30 Dyal Water Treatment Facility -$130,575
421-4025-536.52-30 Water Field Operations - $338,290
421-4055-536.52-30 Engineering - $15,796
421-4120-536.52-30 Sellers Water Reclamation Facility - $35,012
421-4125-536.52-30 Sewer Field Operations - $87,205
423-3570-538.52-30 Public Works Storm Water - $41,118
Total $1,329,075

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

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



September 8. 2022 Final Budget Hearing & School Board Meeting

Title
Procurement Solicitations

APPROVED

Meeting Date(s)
Action - 09/08/2022

Consent Type
Without Information

Discussion

Procurement Services prepares and distributes solicitations in collaboration with the schools and departments. Procurement staff then tabulates, facilitates the review and selection, and prepares one of the following three recommendations:

1. award to the lowest, responsive and responsible bidder or bidders.
2. approval of selection committee ranking of firms and to contract with the top-ranked firm(s) or next ranked firm(s) if parties cannot reach agreement, or
3. reject all submittals due to cost, non-compliance with specification, or other factors.

If the lowest bid is not recommended, justification must be provided by staff as to why the bidder(s) did not meet the definition of responsive and responsible within the solicitation.

Request for proposals or qualifications recommendations will be developed by a cross functional selection committee that evaluates proposals based on the criteria outlined in the solicitation document.

Attached are recommendations for the approval of various solicitations. Detailed information, including bid tabulations or ranking of firms may be obtained by contacting Procurement Services.

Recommendation

Approve the Piggy Backs (PBs) below:

a - PB 22-402-PB-CC - Science Supplies and Equipment - Procurement & Distribution Services - $Variable

b - 23-012-PB-MC - Athletic Turf Maintenance - Facilities Services - $300,000.00 - Operating Other

c - 23-036-PB-HD - George Gideon Auctioneers, Inc. - Procurement & Distribution Services - $Revenue

Approve the State Contracts (SCs) below:

d - 20-661-SC-SH - Flooring Materials, Related Supplies and Services - Facilities Services - $Variable

e - SC 23-066-SC-CC - AED Units and Accessories - Procurement & Distribution Services - $Variable

Approve the Sole Source (SS) below:

f - SS-23-072-SS-HD - WestEd APTT - Elementary Leading & Learning - $65,000.00 - Special Revenue Federal

Approve the Invitations To Bid (ITBs) below:

g - ITB 20-759-B-SH - Wastewater Treatment Plant Operator Services - Facilities Services - $Variable - Operating Other

h - ITB 21-572-B-WH - Temporary Personnel Services - Food & Nutrition Services - $Variable

i - ITB 22-934-B-WH - Diesel, Gasoline & Fuel Oil - Transportation Services - $Variable

Authority for Action
Board Policy #6320, Florida Statute #287.057, Florida Administrative Code 6A-1.012

Involves Expenditure of Funds Directly in the Classroom
No

Source of Funding

Operating - Other
Special Revenue - Federal

Financial Impact

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program
2023	a) $Variable	Yes	Various	Various	Various	Various	Various	Various
2023	b) $300,000.00	Yes	100	9562	002941	8100	354	000
2023	c) $Revenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2023	d) $Variable	Yes	3xx	Various	560300	7400	681	000
2023	e) $Variable	Yes	Various	Various	Various	Various	Various	Various
2023	f) $65,000.00	Yes	422	9212	423001	5100	312	101, 102
2023	g) $Variable	Yes	100	9562	003931	8100	354	000
2023	h) $Variable	Yes	Various	Various	Various	Various	Various	Various
2023	i) $Variable	Yes	100	9640	001002	7800, 8110	460, 450	000

Legal Counsel Review
See Attached

Contact
Kristine Rodriguez, Director of Procurement & Distribution Services, ext. 11645 / Mr. Rachad T. Wilson, Chief Operating Officer, ext. 11229

Attachments
- a - 22-402-PB-CC - Science Supplies and Eqpmt.pdf
- b - 23-012-PB-MC - Athletic Turf Maintenance.pdf
- c - 23-036-PB-HD - George Gideon Auctioneers, Inc..pdf
- d - SC 20-661-SC-SH - Flooring.pdf
- e - 23-066-SC-CC - AED Units and Accessories.pdf
- f - 23-072-SS-HD - WestEd APTT.pdf
- g - 20-759-B-SH - Wastewater Treatment.pdf
- h - 21-572-B-WH - Temp Services.pdf
- i - 22-934-B-WH - Diesel, Gas and Fuel Oil.pdf

School Board of Brevard County
Office of Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

August 24, 2022

NOTICE OF INTENDED DECISION
Solicitation # 22-934-B-WH
Diesel, Gasoline, and Fuel Oil
Brevard County Public Entity Cooperative

The Office of Procurement Services hereby notifies all firms of an intended decision regarding the award of the above-mentioned solicitation as outlined on the attached Bid Tabulation.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Please contact Wil Henzmann, Senior Procurement Agent at 321-633-1000 ext. 11623 or by email at henzmann.william@brevardschools.org if you should have any questions. Thank you for your continued interest in The School Board of Brevard County, Florida.

Sincerely,

KRodriguez
Digitally signed by Rodriguez.Kristine@Procurement and Distribution Services
Date: 2022.08.24 12:16:17 -04'00'

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement and Distribution Services

TABSHEET
ITB #2-934-B-WH
Diesel, Gasoline and Fuel Oil
August 15, 2022 at 2:00 PM
Opened By: Dawn D. Richer, Procurement Manager
This is the tabsheet showing award recommendation pending Board Approval September 8, 2022

Date Solicited: July 20, 2022
Date Opened: August 15, 2022
Solicitated: 214

Item #	Description of Items	Glover Oil Company, Inc. 3109 S. Main Street Melbourne, FL 32901 321.723.3953 Ken Marshall ken@gloveroil.com					Palmdale Oil Company, Inc. 911 N. 2nd Street Ft. Pierce, FL 34950 772.595.0843 Lachlan Cheatham lach@palmdaleoil.com				
		Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	$0.0055	$4.1422	$4.1477	$14,516.9500	3,500	-$0.0478	$4.1422	$4.0944	$14,330.4000
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	$0.0895	$4.1422	$4.2317	$14,810.9500	3,500	$0.1729	$4.1422	$4.3151	$15,102.8500
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	$0.0995	$4.1422	$4.2417	$14,845.9500	3,500	$0.1729	$4.1422	$4.3151	$15,102.8500
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	$0.0055	$3.7045	$3.7100	$3,710.0000	1,000	-$0.0027	$3.7045	$3.7018	$3,701.8000
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	$0.0199	$3.7045	$3.7244	$3,724.4000	1,000	$0.1729	$3.7045	$3.8774	$3,877.4000
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	$0.0399	$3.7045	$3.7444	$3,744.4000	1,000	$0.1729	$3.7045	$3.8774	$3,877.4000
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	$0.0295	$3.4646	$3.4941	$6,009,153.1800	1,719,800	$0.0085	$3.4646	$3.4731	$5,973,037.3800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	$0.1295	$3.4646	$3.5941	$6,181,133.1800	1,719,800	$0.1729	$3.4646	$3.6375	$6,255,772.5000
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	$0.1495	$3.4646	$3.6141	$6,215,529.1800	1,719,800	$0.1729	$3.4646	$3.6375	$6,255,772.5000
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	$0.0001	$4.3788	$4.3789	$4,378.9000	1,000	-$0.0478	$4.3788	$4.3310	$4,331.0000
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	$0.1295	$4.3788	$4.5083	$4,508.3000	1,000	$0.1729	$4.3788	$4.5517	$4,551.7000
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	$0.1495	$4.3788	$4.5283	$4,528.3000	1,000	$0.1729	$4.3788	$4.5517	$4,551.7000
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	$0.0295	$4.2910	$4.3205	$803,613.0000	186,000	$0.0197	$4.2910	$4.3107	$801,790.2000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	$0.1295	$4.2910	$4.4205	$822,213.0000	186,000	$0.1729	$4.2910	$4.4639	$830,285.4000
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	$0.1495	$4.2910	$4.4405	$825,933.0000	186,000	$0.1729	$4.2910	$4.4639	$830,285.4000
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	$0.0295	$4.2927	$4.3222	$8,540,667.2000	1,976,000	$0.0147	$4.2927	$4.3074	$8,511,422.4000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	$0.1295	$4.2927	$4.4222	$8,738,267.2000	1,976,000	$0.1729	$4.2927	$4.4656	$8,824,025.6000
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	$0.1495	$4.2927	$4.4422	$8,777,787.2000	1,976,000	$0.1729	$4.2927	$4.4656	$8,824,025.6000
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	$0.0200	$4.2800	$4.3000	$215,000.0000	50,000	$0.0565	$4.2800	$4.3365	$216,825.0000
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	$0.1295	$4.2800	$4.4095	$220,475.0000	50,000	$0.1729	$4.2800	$4.4529	$222,645.0000
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	$0.1495	$4.2800	$4.4295	$221,475.0000	50,000	$0.1729	$4.2800	$4.4529	$222,645.0000
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	$0.0295	$4.2875	$4.3170	$215,850.0000	50,000	$0.0565	$4.2875	$4.3440	$217,200.0000
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	$0.1395	$4.2875	$4.4270	$221,350.0000	50,000	$0.1729	$4.2875	$4.4604	$223,020.0000
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	$0.1495	$4.2875	$4.4370	$221,850.0000	50,000	$0.1729	$4.2875	$4.4604	$223,020.0000
9	Wet Hose Fueling (pump from the truck and directly into the buses)					$0.2599					$0.3500
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					$0.2799					$0.4000
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					2.70%					2.50%
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					$50.00					$25.00
13	BRAND NAMES OF FUELS	Vitol, Sunoco, Marathon, TAC Energy, Motiva, Atlas					Marathon, Valero, Chevron, Vitol				

Recommended Award Key: Columns highlighted in yellow identify the recommended award.

TABSHEET ITB #2-934-B-WH Diesel, Gasoline and Fuel Oil August 15, 2022 at 2:00 PM Opened By: Dawn D. Richer, Procurement Manager This is the tabsheet showing award recommendation pending Board Approval September 8, 2022		Colonial Oil Industries, Inc. 101 North Lathrop Avenue Savannah, GA 31415 Adam Barnett 912.443.6590 x3252 coisales@colonialoil.com					Mansfield Oil Company of Gainesville, Inc. 1025 Airport Pkwy Gainesville, GA 30501 678.450.2000 mocbids@mansfieldoil.com				
Item #	**Description of Items**	**Estimated Qty to be used in determining bid award**	**Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average**	**DAILY OPIS 7/1/22**	**Net Price (OPIS + markup)**	**Extended Price (Qty X Net Price)**	**Estimated Qty to be used in determining bid award**	**Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average**	**DAILY OPIS 7/1/22**	**Net Price (OPIS + markup)**	**Extended Price (Qty X Net Price)**
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	$0.1368	$4.1422	$4.2790	$14,976.5000	3,500	No Bid	$4.1422		
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	No Bid	$4.1422			3,500	No Bid	$4.1422		
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	No Bid	$4.1422			3,500	No Bid	$4.1422		
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	$0.1368	$3.7045	$3.8413	$3,841.3000	1,000	No Bid	$3.7045		
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	$3.7045			1,000	No Bid	$3.7045		
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	No Bid	$3.7045			1,000	No Bid	$3.7045		
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	$0.0793	$3.4646	$3.5439	$6,094,799.2200	1,719,800	$0.0480	$3.4646	$3.5126	$6,040,969.4800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	No Bid	$3.4646			1,719,800	No Bid	$3.4646		
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	No Bid	$3.4646			1,719,800	No Bid	$3.4646		
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	$0.1568	$4.3788	$4.5356	$4,535.6000	1,000	No Bid	$4.3788		
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	$4.3788			1,000	No Bid	$4.3788		
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	No Bid	$4.3788			1,000	No Bid	$4.3788		
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	$0.0928	$4.2910	$4.3838	$815,386.8000	186,000	$0.0730	$4.2910	$4.3640	$811,704.0000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	No Bid	$4.2910			186,000	No Bid	$4.2910		
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	No Bid	$4.2910			186,000	No Bid	$4.2910		
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	$0.0878	$4.2927	$4.3805	$8,655,868.0000	1,976,000	$0.0532	$4.2927	$4.3459	$8,587,498.4000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	No Bid	$4.2927			1,976,000	No Bid	$4.2927		
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	No Bid	$4.2927			1,976,000	No Bid	$4.2927		
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	$0.1478	$4.2800	$4.4278	$221,390.0000	50,000	No Bid	$4.2800		
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	$4.2800			50,000	No Bid	$4.2800		
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	$4.2800			50,000	No Bid	$4.2800		
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	$0.1478	$4.2875	$4.4353	$221,765.0000	50,000	No Bid	$4.2875		
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	$4.2875			50,000	No Bid	$4.2875		
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	$4.2875			50,000	No Bid	$4.2875		
9	Wet Hose Fueling (pump from the truck and directly into the buses)					$600.0000					No Bid
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					$650.0000					No Bid
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					No P-Card Accepted					No Bid
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					$2,250.0000					No Bid
13	BRAND NAMES OF FUELS	Motiva					Various				

TABSHEET ITB #2-934-B-WH Diesel, Gasoline and Fuel Oil August 15, 2022 at 2:00 PM Opened By: Dawn D. Richer, Procurement Manager This is the tabsheet showing award recommendation pending Board Approval September 8, 2022		Saratoga Rack Marketing, LLC (Pilot Travel Centers, LLC) 5508 Lonas Drive Knoxville, TN 37909 865.410.4384 Josh Epperson govbiz@saratograrack.com				SSI Lubricants 5131 Recker Highway Winter Haven, FL 33880 877.811.3835 Patricia Arruza admin@ssipetro.com				
Item #	Description of Items	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	$0.0723	$4.1422	$4.2145	$14,750.7500	3,500	$0.0650	$4.1422	$4.2072	$14,725.2000
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	No Bid	$4.1422			3,500	$0.3700	$4.1422	$4.5122	$15,792.7000
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	No Bid	$4.1422			3,500	$0.4500	$4.1422	$4.5922	$16,072.7000
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	$0.0723	$3.7045	$3.7768	$3,776.8000	1,000	$0.0650	$3.7045	$3.7695	$3,769.5000
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	$3.7045			1,000	$0.3700	$3.7045	$4.0745	$4,074.5000
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	No Bid	$3.7045			1,000	$0.4500	$3.7045	$4.1545	$4,154.5000
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	$0.0723	$3.4646	$3.5369	$6,082,760.6200	1,719,800	$0.0650	$3.4646	$3.5296	$6,070,206.0800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	No Bid	$3.4646			1,719,800	$0.3700	$3.4646	$3.8346	$6,594,745.0800
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	No Bid	$3.4646			1,719,800	$0.4500	$3.4646	$3.9146	$6,732,329.0800
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	No Bid	$4.3788			1,000	$0.0725	$4.3788	$4.4513	$4,451.3000
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	$4.3788			1,000	$0.3725	$4.3788	$4.7513	$4,751.3000
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	No Bid	$4.3788			1,000	$0.4525	$4.3788	$4.8313	$4,831.3000
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	$0.0200	$4.2910	$4.3110	$801,846.0000	186,000	$0.0550	$4.2910	$4.3460	$808,356.0000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	No Bid	$4.2910			186,000	$0.3500	$4.2910	$4.6410	$863,226.0000
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	No Bid	$4.2910			186,000	$0.4500	$4.2910	$4.7410	$881,826.0000
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	$0.0261	$4.2927	$4.3188	$8,533,948.8000	1,976,000	$0.0550	$4.2927	$4.3477	$8,591,055.2000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	No Bid	$4.2927			1,976,000	$0.3500	$4.2927	$4.6427	$9,173,975.2000
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	No Bid	$4.2927			1,976,000	$0.4300	$4.2927	$4.7227	$9,332,055.2000
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	No Bid	$4.2800			50,000	No Bid	$4.2800		
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	$4.2800			50,000	No Bid	$4.2800		
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	$4.2800			50,000	No Bid	$4.2800		
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	No Bid	$4.2875			50,000	No Bid	$4.2875		
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	$4.2875			50,000	No Bid	$4.2875		
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	$4.2875			50,000	No Bid	$4.2875		
9	Wet Hose Fueling (pump from the truck and directly into the buses)					$45.0000					$150.0000
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					No Bid					$150.0000
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					No P-Card Accepted					0.0350
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					No Bid					$25.0000
13	BRAND NAMES OF FUELS	ULSD - Vitol; Gas - Buckeye					Marathon				



THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROCUREMENT & DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

22-934-B-WH – Diesel, Gasoline, and Fuel Oil

ALL BIDS DUE BY: August 15, 2022 by 2:00 P.M. Local Time

NOTE: BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-BID MEETING: N/A

PROCUREMENT CONTACT: Wil Henzmann, NIGP-CPP, CPPB, Senior Procurement Agent
Phone: 321-633-1000 ext. 11623 Email: henzmann.william@brevardschools.org

1.0 PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Diesel, Gasoline, and Fuel Oil** to be purchased on an as needed basis by School Board of Brevard County, Florida (School Board) and the following Brevard County Public Entity Cooperative (CO-OP) participants:

Brevard County Board of County Commissioners
Brevard County School Board
Canaveral Port Authority
Eastern Florida State College
City of Cape Canaveral
City of Cocoa
City of Cocoa Beach
City of Indian Harbour Beach
City of Melbourne
City of Melbourne Beach
City of Palm Bay
City of Rockledge
City of Satellite Beach
City of Titusville

Estimated annual quantities are provided for the School Board and CO-OP participants. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement. All quantities represent good faith estimates made by the CO-OP participants.

2.0 SCOPE OF GOODS AND/OR SERVICES

This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted by School Board and CO-OP participants.

2.01 Estimated Annual Fuel Consumption: It is estimated that the Agencies will purchase approximately 2,162,613 gallons of diesel fuel and 1,723,301 gallons of unleaded gasoline annually.

The quantities shown are estimates of the quantity of items expected to be purchased during a contract year. Actual quantities purchased may exceed or be less than quantities shown. Orders will be placed as needed by individual Agencies during the contract period.

An estimated annual requirement for gasoline and diesel by participating Agency and service location, is enclosed as “Attachment I”. Quantities of motor fuels that are not currently being used but may be used in the future will be allocated from similar, currently used fuels, for example: ULS diesel currently being used may be re-allocated in-part or in-whole to biodiesel. These quantities are anticipated and are not to be misconstrued as firm. They are provided to assist prospective suppliers in the formulation of their submittal and to allow for an equitable comparison and evaluation of bids.

Additionally, Agencies have numerous emergency generators at various locations which will require fueling when requested.

2.02 Gasoline, Diesel, & Fuel Oils Specifications:
The products requested in this ITB must conform to the specifications of the State of Florida and comply with all federal, state, and local laws and regulations as applicable on date of delivery.

2.03 All gasoline fuels shall conform to the latest edition of ASTM specifications D-439.

2.04 All diesel fuels shall conform to the latest edition of ASTM specifications D-975 for both low and high sulfur:

2.04.1 Diesel fuel shall be number two (#2), ultra-low sulfur - clear – over the road use.

2.04.2 Diesel fuel shall be number two (#2), ultra-low sulfur - red - off the road use.

2.05 **Gasoline, Premium Unleaded 93 Octane Ethanol 10%** - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

2.06 **Gasoline, Mid-Grade Unleaded 89 Octane Ethanol 10%** - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

2.07 **Gasoline, Regular Unleaded 87 Octane Ethanol 10%** - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

2.08 **Gasoline, Premium Unleaded 93 Octane Non-Ethanol** - Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

2.09 **Ultra Low Sulfur Diesel Fuel, Grade No. 2-D** (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engines, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

2.10 **Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D** for use in off the road diesel engine, per A.S.T.M. specification D975, Grade # 2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613.

2.11 **Biodiesel Fuel, B-20 Blend** - Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engines, meeting the A.S.T.M specification D6751-08 for pure biodiesel, shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the BQ9000 quality program.

2.12 **Biodiesel Fuel, B-5 Blend** - Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engines, meeting the A.S.T.M specification D6751-08 for pure biodiesel, shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the BQ9000 quality program.

2.13 Bidder may substitute his own stability test. Fuel must be stable by his method.

2.14 The Bidder will, at the call of any participating Agency, sample any or all tanks requested, on said premises of the user, and provide a test analysis from an independent laboratory to assure that all products meet or exceed the specifications herein. This service shall be at no expense to the user, namely the SBBC, Brevard County Commission, and all participating Governmental Agencies.

2.15 The Bidder agrees that the products and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such products or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the user by any other provisions of this award.

3.0 SPECIAL TERMS & CONDITIONS

3.01 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Bidder(s) shall be awarded a contract for an initial three (3) year term with an optional one (1) two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.02 BID CLOSING DATE

Submittals must be received by The School Board of Brevard County, Florida, Office of Procurement & Distribution Services through VendorLink at https://www.myvendorlink.com no later than **2:00 p.m., local time, on August 15, 2022.** Bids received after this time will not be considered.

3.03 TENTATIVE SCHEDULE

July 20, 2022..... Invitation to Bid Available
August 1, 2022 ..... Deadline for Questions
August 15, 2022 ..... Bid Closing Date
September 8, 2022..... Planned Award Date

3.04 ELECTRONIC BID SUBMITTAL

Bidder shall submit all documents listed in **Section 4.0 – Submittal Requirements** electronically through VendorLink at https://www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during submission.

A. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats.

B. Enable printing on all files submitted.

C. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.

D. Clearly identify each part of the submission.

E. Terms and conditions submitted by Bidder which differ from those in this solicitation shall be cause for disqualification of the Bid Submittal.

3.05 PRE-BID CONFERENCE/WALK THROUGH – N/A

3.06 PUBLIC BID OPENING

A. The Bids will not be available for public records request until a notice of intended decision is issues or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).

B. The Bidder List will be available at https://www.myvendorlink.com at time of Bid opening.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to access the public Bidder List at https://www.myvendorlink.com should contact the Procurement Department at 321-633-1000 x11645 after the Bid opening date.

D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams:

Microsoft Teams meeting
Join on your computer or mobile app
Click here to join the meeting
Or join by entering a meeting ID
Meeting ID: 224 313 920 759
Passcode: LrQAwp
Or call in (audio only)
+1 321-300-0039,,886392716# United States, Orlando
Phone Conference ID: 886 392 716#

3.07 QUESTIONS CONCERNING BID

A. Questions concerning any portion of this Solicitation shall be directed in writing or by e-mail to the Procurement Representative named below, who shall be the official point of contact for this Solicitation. Questions should be submitted by the question deadline date as listed above in Section 3.03, Tentative Schedule.

B. Mark cover page or envelope(s) or title email **"Questions on Bid # 22-934-B-WH Diesel, Gasoline, and Fuel Oils"**

C. Submit questions to:
Wil Henzmann, NIGP-CPP, CPPB, Senior Procurement Agent
E-mail: henzmann.william@brevardschools.org

3.08 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

A. The Bidder has read and understands the Solicitation in its entirety and that the solicitation is made in accordance therewith, and;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

3.09 Operational Sustainability

BPS Strategic Plan 2020-2025 Goal 4 is Operational Sustainability: to ensure sustainable district operations that contribute to the success of the academic mission. An objective of this goal is to incorporate sustainable financial and procurement practices in all financial processes and decisions. School Board will consider, when appropriate, information related to the following items:

- total cost of ownership
- lifecycle
- sustainability
- scalability

3.10 CATALOG BID N/A

3.11 DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the School Board, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet shall remain firm throughout the contract period. Bidders are encouraged to consider this requirement when offering discounts.

3.12 NEW ITEMS AND/OR OPTIONS

New items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was sent out but are now available as an additional option. Awarded Bidder(s) wishing to provide additional options, may attach to their price sheet their list of

options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidder(s) may contact Procurement about additional options.

3.13 ITEM DISCONTINUANCE – N/A

3.14 MODEL NUMBER CHANGES – N/A

3.15 DELIVERY TERMS

A. MANDATORY DELIVERY TIME

All items must be delivered by the specified delivery time. If you are unable to deliver an item or items by the specified delivery time, do not bid on the item or items.

B. DELIVERY CHARGES

Bid price must include all delivery charges.

C. HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and Distribution Services are closed.

D. MINIMUM ORDERS

Items shall be ordered as needed. There shall be no minimum amount to be delivered at one time.

3.16 LABELING

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

A. Name of item.
B. Quantity of item contained.
C. Purchase order number.
D. Company.

3.17 DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

3.18 INSTALLATION

Where installation is required, the awarded Bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School Board of Brevard County, Florida). The Bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Awarded Bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the Bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the awarded Bidder shall promptly restore the structure or site to its original condition. Awarded Bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.19 QUANTITY

The estimated quantities that will be purchased during this bid period are shown on the Bid Price Sheet (Attachment D). Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.20 ADDITIONAL QUANTITIES – N/A

3.21 QUANTITY CHANGES
The School Board reserves the right to increase or decrease the total quantities necessary.

3.22 GUARANTEED QUANTITIES (catalog) – N/A

3.23 METHOD OF ORDERING
Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.24 ORDERS – N/A

3.25 EXEMPT FROM THIS BID
Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

3.26 SUBSTITUTES
Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

3.27 STANDARDIZATION OF ITEMS – N/A

3.28 LIQUIDATED DAMAGES – N/A

3.29 NO DAMAGES FOR DELAY
Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

3.30 BARRICADES
The Bidder shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Bidder shall provide for removal of all debris from the School Board.

3.31 PALLETIZE – N/A

3.32 MEASUREMENTS – N/A

3.33 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID
Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this solicitation. (Responsive)

B. The greatest benefits to the School Board as it pertains to: (Responsible)
   1. Total Cost.

2. Delivery.
3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
   a. A list of references with the bid and;
   b. A list of relevant projects completed within the last three (3) years that are the same or similar to the magnitude of this ITB.
4. All technical specifications associated with this solicitation.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

3.34 CONTRACT

A. The contents of this solicitation and all provisions of the Bidder's Acknowledgement Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

B. The Director of Procurement & Distribution Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.

C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or Visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the Bidder should promptly contact the Procurement Department.

D. The School Board hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

3.35 PAYMENT TERMS

A. Payment Terms are identified in the ITB General Terms & Conditions.

B. **INVOICING**

The awarded Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to the "bill to" as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified in the terms of this solicitation or a School Board purchase order. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Bidder for resolution of the discrepancies. It is the sole responsibility of the Bidder to reconcile the purchase order and the Bidder's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

C. The Bidder represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Section 68.082, Florida Statutes, pertaining to false claims against the State, and/or Section 837.06, Florida Statutes, pertaining to false official statements.

D. **PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

E. **PAYMENT DISCOUNTS**
A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

3.36 INSURANCE REQUIREMENTS

The Bidder will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 3.36.1 to 3.36.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed when totaled together will pay the contractor $25,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 3.36.1 below is required of all Contractors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.

2. Insurance listed in 3.36.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of $25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 3.36.3 below: Any contractor transporting School Board employees, delivering or transporting School Board owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 3.36.4 below: All contractors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of $25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 3.36.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 3.36.1 to 3.36.5 below as specifically marked by representatives of the Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the School Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board.

☒ 3.36.1. Commercial General Liability Insurance:
Negligence including Bodily Injury and Property Damage
Per Occurrence - $1,000,000
General Aggregate - $2,000,000

☒ 3.36.2. Product Liability and/or Completed Operations Insurance:
Negligence Including Bodily Injury and property damage - $1,000,000
Products – Completed Operations Aggregate - $2,000,000

☒ 3.36.3. Automobile Liability:
Negligence Including Bodily Injury and Property Damage:
Per Claim - $ 500,000

Combined Single Limit (each accident) - $1,000,000

☒ 3.36.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	$ 100,000
E.L. Disease – Each Employee	$ 100,000
E.L. Disease – Policy Limit	$ 500,000

☒ 3.36.5. Professional Liability/Environmental Liability/Cyber Liability (as applicable) (Errors and Omissions):

For services, goods or projects that will exceed $1,000,000 in values over a year.

Each Claim -	$1,000,000
Annual Aggregate -	$2,000,000

For services, goods or projects that will not exceed $1,000,000 in values over a year.

Each Claim -	$ 250,000
Annual Aggregate -	$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

3.37 DAMAGES TO RENTAL EQUIPMENT

Rental Bidders agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this contract for rental of equipment. Rental Bidders also agree that the School Board shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the School Board or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Bidders further understand and agree that no employee of the School Board other than the Superintendent or School Board Chairman is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a School Board employee other than the Superintendent or School Board Chairman shall be interpreted as the School Board's acknowledgement of delivery only.

3.38 SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

3.39 WAGE PRICE REDETERMINATION – N/A

3.40 PRICE REDETERMINATION – FUEL – N/A

3.41 PRICE REDETERMINATION – N/A

3.42 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Office of Procurement & Distribution Services and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

3.43 BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder.

E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.

G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.

H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.

K. All School Board facilities are tobacco free. The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and Bidders, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

O. The Bidder shall require their 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.

P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.

Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.

R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.

U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

V. The Bidder shall strictly prohibit interaction between their employees and the student(s).

W. Bidder's employees may not solicit, distribute or sell products while on School Board property.

X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.

Y. The Bidder shall adhere to all of the School Board's security standards.

3.44 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

3.45 BID BOND – N/A

3.46 PERFORMANCE BOND – N/A

3.47 FIDELITY BOND (Security related) – N/A

3.48 NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

3.49 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School Board for loss of the delivery of diesel, gasoline, and fuel oil, the Bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

3.50 LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than $25,000.00 or which have been resolved for less than $25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, School Board, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

3.51 PREFERENCE TO FLORIDA BUSINESSES (Where applicable)

Effective July 1, 2012, when a School Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the School Board shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

A Bidder whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign

state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

Please complete the form titled “Bidder’s Statement of Principal Place of Business” and include it with your submittal.

3.52 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

Contract Administrator: The School Board’s Director of Procurement & Distribution Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

Contract: The document resulting from this solicitation between the School Board and the Bidder, including this solicitation, along with any written addenda and other written documents, which are expressly incorporated by reference.

Bidder’s Project Manager: The Project Manager has responsibility for administering this contract for the awarded Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word “day” means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Procurement & Distribution Services for the School Board.

Exceptions to Bid: An exception is defined as the Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

School Board’s Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting purchase order.

Using Agency: The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Department of the School Board.

4.0 <u>SUBMITTAL REQUIREMENTS</u>
(Submit in the following order)

A. Attachment B - Completed Bidder’s Acknowledgement and agreement of the Standard Terms and Conditions.
- I. Drug Free Workplace Certification
- II. Instruction for Debarment Certification
- III. Certification Regarding Debarment
- IV. Emergency/Storm Related Catastrophe Acknowledgement

V. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
VI. Prohibition Against Contracting with Scrutinized Companies
VII. Conflict of Interest
VIII. Confidential Materials Acknowledgement

B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

C. Completed Attachment C - References Form. List at least three (3) recent references where the proposed product has been used within the past year.

D. Completed Attachment D - Bid Price Sheet

E. Attachment E - Certified Business Program Reciprocity Affidavit – If Applicable.

F. Attachment F - Bidder's Statement of Principal Place of Business – If Applicable

G. All Bidders, including predecessors or related Bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.

H. Financial Statements - N/A

I. Local Business Tax Receipts

J. Current Request for Taxpayer Identification Number and Certification (Form W-9).

K. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and School Board contact person.

L. The Bidder must submit with his bid the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular workhours and after-hours, weekends, and holidays must be identified.

M. If a Bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

5.0 ATTACHMENTS

Attachment "A" ITB General Terms & Conditions
Attachment "B" ITB Bid Acknowledgement and Standard Terms & Conditions
Attachment "C" References
Attachment "D" Bid Price Sheet
Attachment "E" Certified Business Program Reciprocity Affidavit (If Applicable)
Attachment "F" Bidder's Statement of Principal Place of Business (If Applicable)
Attachment "G" Report of Unsatisfactory Materials and/or Service (Example)
Attachment "H" Statement of No Response
Attachment "I" Approximate Annual Usage Totals

ATTACHMENT "A"
ITB GENERAL TERMS AND CONDITIONS
* * * * PLEASE READ CAREFULLY * * * *

1. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education**.**

2. **DISTRICT DEMOGRAPHICS:** The District is coterminous with School Board. The District currently operates 83 schools including 57 Elementary Schools, 11 Middle Schools, and 16 High Schools. The District is also responsible for 19 alternative sites/special centers. The total full-time K-12 enrollment of public school students on October 11, 2019 was 68,878. In 2016-17, according to the National Center of Education Statistics, the District was reported as the 9thth largest school district in the State of Florida and the 50th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 9,300 employees.

3. **POSTING OF SOLICITATION CONDITIONS/SPECIFICATIONS:** This solicitation will be posted for review by interested parties Vendorlink web site www.myvendorlink.com and will remain posted up to and including the Due Date of this solicitation. In accordance with Section 120.57(3), Florida Statutes, with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

4. **CONE OF SILENCE:** In accordance with Board Policy 6320, titled "Procurement and Contracting", A "cone of silence" is hereby established for all competitive selection processes including Invitations to Bid (ITB), Request for Proposal (RFP), Invitations to Negotiate (ITN), and Request for Qualifications (RFQ) for the provision of commodities and contractual services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. The cone of silence prohibits any communication regarding a competitive solicitation between: a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals and department directors; and a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the Board members or member-elects. The cone of silence commences after the competitive solicitation is publicly issued and terminates at the time the Board or Superintendent or designee acts on a written recommendation from the District's Procurement and Distribution Services department regarding contract award. A potential vendor, service provider, bidder, lobbyist, or consultant shall direct any inquiries, suggestions or requests to the procurement representative listed within the solicitation. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

5. **CLARIFICATION AND ADDENDA:**
   A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing to the designated procurement representative listed within the solicitation named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
   B. If it becomes necessary to revise or amend any part of this solicitation, notice may be obtained by accessing our web site. Respondents in their proposal shall acknowledge receipts of amendments. Each respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their bid. Please check the web site at www.myvendorlink.com for any addenda. The District will not mail/fax/email addenda to prospective respondents.

6. **PUBLIC OPENING:** The solicitation bids shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a bid will be read aloud at the public opening. A list of the respondents submitting bids will be posted to www.myvendorlink.com within 1-3 business days. In

accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

7. **EXECUTION OF BID:** The bid shall contain a manual or digital signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Bids shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the respondent to any entry must be initialed.

8. **DISCLOSURE OF BID CONTENT**
   A. All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any bid does not affect this right.
   B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter “Confidential Materials”), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled “confidential” or “trade secret.” The District will not disclose such Confidential Materials, subject to the conditions detailed within the agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed agreement, the District shall execute the Agreement and send the respondent a “Receipt for Trade Secret Information.” RETURN THE NON-DISCLOSURE AGREEMENT ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE BID. PLEASE READ THE SECTION IN THE SOLICITATION DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

9. **INCURRED EXPENSES:** This solicitation does not commit the School Board to award a contract nor shall the District be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a bid, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

10. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

11. **MEETS SPECIFICATIONS:** The respondent represents that their bid to this solicitation shall meet or exceed the minimum requirements specified.

12. **BRAND NAME OR EQUAL:** If items requested by this solicitation have been identified in the specifications by a Brand Name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Bids offering “equal” products will be considered for award if such products are clearly identified in the offer and are determined by the District to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in its bid that it is proposing an “equal” product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the respondent. Procurement & Distribution Services is not responsible for locating or securing any information which is not identified in the bid and reasonably available to Procurement & Distribution Services. To insure that sufficient information is available the respondent shall furnish as part of the bid all descriptive material necessary for Procurement & Distribution Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the respondent proposes to furnish and what the District would be binding itself to purchase by making an award.

13. **SAMPLES:** When required, samples of products shall be furnished with bid to the District at no charge. Samples may be tested and will not be returned to the respondent. The result of any and all testing shall be made available upon written request.

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

15. **LITERATURE:** Upon request, the respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

16. **TRAINING:** Unless otherwise specified respondent may be required at the convenience of and at no expense to the District to provide training to District personnel in the operation and maintenance of any item purchased as a result of this solicitation.

17. **SAFETY WARRANTY:** Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

18. **WARRANTY:** The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the manufacturer's normal period of time from date of acceptance by the District. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork shall be included with Deliverables prior to acceptance by the District.

19. **ACCEPTANCE:** Products purchased as a result of this solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in an accepted bid and/or via a purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.

20. **OTHER AGENCIES**
    A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the successful respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include public charter schools to participate in the contract under the same prices, terms, and conditions.
    B. Further, it is understood that each entity will issue its own purchase order to the successful respondent(s).

21. **COLLUSION:** The School Board of Brevard County, Florida reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the process in a manner that conflicts with applicable law, upon the part of the respondent(s), respondent's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of specifications and/or firm schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or respondent under the same or different names shall not be considered. Reasonable grounds for believing that a respondent has interest in multiple bids for the same work shall be cause for rejection of all bids in which such respondent is believed to have an interest. Any and/or all bids shall be rejected if there is any reason to believe that collusion exists among one or more of the respondents, the District's Professional Consultant(s), or District employees. Respondents involved in developing a specification or respondents with knowledge of specifications prior to an advertisement shall be disqualified from participating in the solicitation process.

22. **MINIMUM SPECIFICATIONS:** The specifications listed in the Scope of Services are the minimum required performance specifications for this solicitation. They are not intended to limit competition nor specify any particular respondent, but to ensure that the District receives quality services.

23. **FORCE MAJEURE:** The District and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this solicitation and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

24. **RESPONDENT'S PERSONNEL:** The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

    The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

    During the performance of the contract, the respondent agrees to the following:

    The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

    Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

    The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

    Any information concerning the District, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to an agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the District.

25. **KEY PERSONNEL**
    Respondent's Key Personnel (if any) shall be identified in the bid, and may include employees, agents, subcontractors, or other personnel of the respondent. The respondent agrees that in the event it becomes necessary for the respondent to change Key Personnel while performing Services under an awarded contract, substitution of Key Personnel shall take place only upon the District's prior written consent. Failure to notify the District prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the District, may be sufficient cause for Termination.

26. **TERMS & CONDITIONS:** The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this solicitation unless the District specifically details other terms on the Purchase Order. The District and the respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.

27. **ADVERTISING:** The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the District, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the District's name and either a description of the contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

28. **SECURITY AND CONFIDENTIALITY:** The successful respondent shall comply fully with all security procedures of the District in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under Florida law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.

29. **TOBACCO:** The School Board prohibits the use of tobacco products on school grounds, in school buildings and facilities, on school property, or at school-related or school-sponsored events. Refer to Board Policy3215 - Tobacco Use.

30. **SCHOOL SECURITY:** Respondent acknowledges and understands that the goods or services contemplated under this solicitation that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the respondent (successful respondent) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of a resulting contract by the District:
    A. **Unauthorized Aliens**. The District considers the employment of unauthorized aliens by the successful respondent, or any of successful respondent's sub-contractors, a violation of the Immigration and Naturalization Act. The successful respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is performing services, the successful respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
    B. **Possession of Firearms**. Possession of firearms is not permitted on District property. No person who has a firearm in his/her vehicle may park his/her vehicle on District property. If any employee/independent contractor of the successful respondent, or any of its sub-contractors, is found to have brought a firearm(s) on to District property, said employee/independent contractor shall be immediately removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent respondent, the successful respondent shall terminate its agreement with the sub-contractor. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with a sub-contractor who fails to terminate said employee/independent contractor, the District may terminate any awarded contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
    C. **Criminal Acts**. Employment on the project by the successful respondent, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the successful respondent agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate an awarded contract if the successful respondent does not comply with this provision.
    D. **Possession/Use/Under the Influence of Mind Altering Substances**. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the successful respondent's employee/independent contractor or its sub-contractor's employees/independent contractors, will not be tolerated on District property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on District property, said employee/independent contractor shall be removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the successful respondent. If the successful respondent fails to terminate said employee/independent contractor of fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate an awarded contract.
    E. **Compliance with the Jessica Lunsford Act**. Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the Level 2 screening requirements of the Florida Statutes and School Board policies. The required Level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be

considered a material default of an awarded contract. The cost of this Level 2 screening shall be borne by the successful respondent.

31. **FERPA.** To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

32. **PAYMENT TERMS**
    A. The District will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
    B. Pursuant to Chapter 218, Florida Statutes, the District will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
    C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
    D. By submitting a bid to the District, the respondent expressly agrees that if awarded a contract, the District may withhold from any payment, monies owed by the respondent to the District for any legal obligation between the respondent and the District.
    E. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Sections 218.70 – 218.80, Florida Statutes.)

33. **CONFLICT OF INTEREST:** All respondents shall notify the District in Attachment B "General Terms & Conditions" of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

34. **LICENSES AND CERTIFICATES**
    A. The District reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
    B. Each respondent and personnel who will be performing services on behalf of the respondent for the District are to be properly licensed to do business in its area of expertise in the State of Florida. Each respondent shall submit, with its bid a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

35. **TAXES:** The School Board of Brevard County, Florida is exempt from Federal and State Sales and Use Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org. Respondents doing business with the District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any respondent be authorized to use the District's Tax Exemption Number in securing such materials.

36. **AMERICANS WITH DISABILITIES ACT OF 1990**: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Brevard County, shall contact Procurement & Distribution Services at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.

37. **PATENTS, COPYRIGHT, AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the District. If the respondent uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).

38. **DAVIS-BACON ACT (34 CFR 80.36(i)(4)) (Where Applicable):** All respondents, contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of $2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

39. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135, Florida Statutes, "A company that, at the time of submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." Section 215.473, Florida Statutes, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a bid to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The District may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the District reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, propose on, submit a bid for, or enter into or renew a contract, should the District determine that the conditions set forth in Section 287.135(4), Florida Statutes, are met.

40. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:** Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the District. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

41. **PUBLIC RECORD:** The District is governed by the Public Records Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119, Florida Statutes, only trade secrets as defined in Section 812.081, Florida Statutes, and Section 119.071(1)(c), Florida Statutes, shall be exempt from disclosure. The Florida Legislature enacted Section 119.0701, Florida Statutes, which requires that all contractors comply with Florida's public record laws with respect to services performed on behalf of the District. Specifically, the statute requires that contractors:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
    B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
    E. The failure of the successful Respondent to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of the resulting contract, which may result in immediate termination, with no penalty to the District.
    F. **IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

RECORDS AT 321-633-1000 ext. 11453. RECORDSREQUEST@BREVARDSCHOOLS.ORG. THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

42. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with an awarded contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with an awarded contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of an awarded contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

43. **COMPLIANCE WITH LAWS AND REGULATIONS:** Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract from the Federal Government, State of Florida, Brevard County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

44. **INDEMNIFICATION OF SCHOOL BOARD:**

44.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

44.2 Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

45. **WAIVER OF TRIAL BY JURY:** Respondent and the District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to an awarded contract for any litigation related to or arising from this solicitation and resulting contract.

46. **PREVAILING GUIDELINES:** For purposes of this solicitation and evaluation of bids hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

47. **CLARIFICATION/CORRECTION OF ENTRY:** The District reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

48. **MINOR IRREGULARITIES:** The District reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the District. Minor irregularities are defined as those that have no adverse effect on the District's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

49. **ADDITIONAL TERMS & CONDITIONS:** The District reserves the right to reject bids containing terms or conditions contradictory to those requested in the solicitation specifications.

50. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

51. **DEVIATIONS:** All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the specifications. Such deviations must be stated upon the Bid Form, otherwise the District will consider the subject bids as being made in strict compliance with said specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the District will only consider bids that meet the exact requirements imposed by the specifications; except, however, said bids may not be subject to such rejection where, at the sole discretion of the District, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

52. **NONACADEMIC $1MM**: Effective July 1, 2016, per SB350, it states "Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the procurement agreements and state term contracts available under s. 287.056 have been reviewed" Buyer shall:
    - Check the State website for procurement agreements and determine if they are well suited for our needs and provide an economic advantage: http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

53. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more Bidder(s). In addition, the District, at its sole discretion, reserves the right to cancel this solicitation, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the District's best interest. Any or all award(s) made as a result of this solicitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

54. **PROTESTS:** Solicitation or contract award protests shall be resolved under procedures set forth in this policy and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110, and Board Policy 6320, Section Titled **"Protests Arising from Solicitation or Contract Award Process".**

55. **WARRANTY OF AUTHORITY / SERVICE AGREEMENT:** Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

56. **CONTENT OF INVITATION/RESPONSE:** The contents of this solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded bid thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL TERMS AND CONDITIONS."

57. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the successful respondent and the School Board of Brevard County for any terms and conditions not specifically stated in this solicitation.

58. CONTRACT/RESPONDENT RELATIONSHIP

A. The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.

B. Any successful respondent shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor, the successful respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The respondent shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

D. The respondent shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.

59. VIOLATIONS: Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the District's contractor list and the respondent being disqualified from doing business with the District for a period of time to be determined on a case-by-case basis.

60. RIGHT TO REQUIRE PERFORMANCE

A. The failure of the District at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

61. SUSPENSION OF WORK: The District's Authorized Representative may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interest of the District to do so. The District's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the respondent to any additional compensation.

62. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The District shall have the power to make changes in the awarded contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The District shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the

District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the District shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The District and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the District and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

63. CHANGES IN SCOPE OF WORK/SERVICE

A. The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the District's Representative (the District's Director of Procurement & Distribution Services) and the respondent.

B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The District reserves the right to negotiate with the successful respondent(s) without completing the competitive solicitation process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

64. SCHOOL BOARD RULES, POLICIES AND PROCEDURES: The rules, policies, and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the respondent is bound to understand the limitations on the staff of the District with whom the respondent or its consultants, subcontractors and agents/employees may deal. Personnel of the District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the respondent and the respondent is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

65. UNUSUAL COSTS: The respondent may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the respondent, and the respondent shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

66. ASSIGNMENT: The respondent shall not sell, assign or transfer any of its rights, duties or obligations under the awarded contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the District. In the event of any assignment, the respondent remains secondarily liable for the performance of the contract, unless the District expressly waives such secondary liability. The District may assign the contract with prior written notice to respondent of its intent to do so. For the purpose of the awarded contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in respondent; (3) sale of common stock of respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in respondent; (4) transfer of any interest in respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

67. FUNDING OUT/TERMINATION/CANCELLATION

A. Florida School Laws prohibit school boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

B. It is necessary that fiscal funding out provisions be included in all awarded contracts in which the terms are for periods longer than one (1) year.

C. Therefore, the following funding out provisions is an integral part of this bid and must be agreed to by all respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this bid at the end of the School Board's then current fiscal year upon ninety (90) days' prior written notice to the successful respondent.

Such written notice will state:

1. That the lack of appropriated funds is the reason for termination, and

2. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."

3. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

68. AVAILABILITY OF FUNDS: The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

69. RESPONDENT PERFORMANCE: The District's project personnel shall monitor the respondent's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the respondent's history. The report and process will assist Procurement & Distribution Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the respondent from submitting future bids.

70. TERMINATION / CANCELLATION OF CONTRACT: The District reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the resulting contract with one hundred twenty (120) days' written notice to the Director of Procurement & Distribution Services. Failure to provide proper notice to the District may result in the respondent being barred from future business with the District.

71. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE: The performance of work under the awarded contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

72. TERMINATION FOR DEFAULT: The District's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

73. **AUTHORITY TO DEBAR OR SUSPEND:** In accordance with Board Policy 6320, titled “Procurement and Contracting”, the Director of Procurement and Distribution Services shall have the authority to debar a person/corporation, for cause, from consideration or award of further agreements. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The term "debar" or "debarment" means to remove a vendor from consideration of award in a competitive solicitation for District work and may include termination of existing contracts for cause.

74. **CLAIM NOTICE:** The respondent shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the District project site.

75. **WAIVER OF CLAIMS:** Once this contract expires, terminated or final payment has been requested and made, the successful respondent shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this contract. After that period, the District will consider the respondent to have waived any right to claims against the District concerning an awarded contract.

76. **RECORDS & RIGHT TO AUDIT:** The respondent shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.

77. **EQUAL EMPLOYMENT OPPORTUNITY (Where Applicable)**- Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

78. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Where Applicable)** - All contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

79. **CLEAN AIR AND WATER POLLUTION ACTS (Where Applicable) -** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

80. **BYRD ANTI-LOBBYING AMENDMENT (Where Applicable)** - Respondents that bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

81. **FUNDING AGREEMENT (RIGHTS TO INVENTIONS) (Where Applicable) -** Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and

the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

82. **ENERGY POLICY AND CONSERVATION ACT (Where Applicable)** - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

83. **RECOVERED MATERIALS (Where Applicable) -** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

84. **E-VERIFY** - Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

End of General Terms and Conditions

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
PROCUREMENT AND DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940

INVITATION TO BID
BIDDER'S ACKNOWLEDGEMENT

The School Board of Brevard County, Florida (School Board), solicits your company to submit a Bid. All terms, specifications, and conditions set forth in this ITB are incorporated by this reference into a submitted Bid. A Bid will not be considered responsive unless all conditions have been met. In the event of a conflict between the documents related to this ITB, the following order of precedence shall apply: Scope of Work, Special Terms & Conditions, Standard Terms & Conditions, and General Terms & Conditions. **All Bids must have an authorized signature in the space provided below.** All Bids must be received in the VendorLink online system on behalf of the School Board by the "Bid Due Date & Time." Bids may not be withdrawn for a period of sixty (60) days after the "Bid Due Date & Time" unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID.
BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

ITB NUMBER & TITLE: _____

LEGAL COMPANY NAME: _____
(AS REGISTERED IN WWW.SUNBIZ.ORG OR AS REGISTERED IN YOUR STATE)

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____

FLORIDA DIVISION OF CORPORATIONS DOCUMENT NUMBER: _____

BY SIGNING BELOW, I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS ITB AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

BY SIGNING, I CERTIFY THAT I AGREE AND COMPLY FULLY WITH THE REQUIREMENTS FOUND IN THE SECTIONS BELOW:

I. DRUG FREE WORKPLACE CERTIFICATION
II. INSTRUCTIONS FOR DEBARMENT CERTIFICATION
III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
IV. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT
V. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS
VI. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES
VII. CONFLICT OF INTEREST
VIII. CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT

I RECOGNIZE THAT THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY BID AS IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Additional Bid Submittal Requirements:

A. Local Business Tax Receipts

The jurisdiction in which the permanent business location resides _____ (County/City).

The above listed jurisdiction (must check one):

◯ Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.

◯ Does not issue local business tax receipts.

◯ This does not apply as Bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. _____

B. Bidder's Principal Place of Business

Identify state in which Bidder has its principal place of business: _____

If Bidder's principal place of business is outside of the state of Florida, Bidder must complete the form *Bidder's Statement of Principal Place of Business.*

C. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?
YES ◯ NO ◯

Is your company involved in any litigation as herein described?
YES ◯ NO ◯

D. Payment Information

Do you accept electronic funds transfer (ETF)?

YES ◯ NO ◯

If yes, does your firm offer a discount? _____%

Do you accept Purchase/Payment by Visa card?

YES ◯ NO ◯

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT TELEPHONE NUMBER: _____

PRIMARY CONTACT E-MAIL: _____

SECONDARY CONTACT NAME: _____

SECONDARY CONTACT TELEPHONE NUMBER: _____

SECONDARY CONTACT E-MAIL: _____

STANDARD TERMS AND CONDITIONS

*** * * PLEASE READ CAREFULLY * * ***

I. DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

D. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

II. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

A. By signing the Bidder’s Acknowledgement Form, you are agreeing to the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms" covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "Bid", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of these regulations.

E. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733).**

A. The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

IV. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT

Due to Acts of God, Acts of Terrorism or War, any Bidder working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

A. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board.

B. Bidder agrees to rent/sell/lease all goods and services to the School Board or other government entity as opposed to a private citizen, on a first priority basis.

C. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane.

D. Bidder shall furnish a “24-hour” phone number in the event of such an emergency.

V. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a)A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b)A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.

287.134(2)(a)An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b)A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with

any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a Bid, the Bidder represents and warrants that the submission of its Bid does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors, and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

VI. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby swear or affirm that as of the date above this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

A. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. This Company does not appear on the Scrutinize Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

2. Have a material business relationship involving the supply of military equipment, or

3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or

4. Have been complicit in the genocidal campaign in Darfur.

C. This Company does not appear on the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

2. Have made material investments with the effect of significantly enhancing Iran‘s petroleum sector.

D. This Company is not engaged in business operations in Cuba or Syria.

E. The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

VII. CONFLICT OF INTEREST

I HEREBY CERTIFY that

A. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

B. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board, nor has any outstanding past due debt to the School Board; and

C. The School Board reserves the right to disqualify Bidders upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the solicitation process as required by law, upon the part of the Bidder(s), the School Board's Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing solicitation specifications and/or firm solicitation schedules. Multiple Bids from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple Bids for the same work shall be cause for rejection of all Bids in which such Bidder is believed to have an interest in. Any and/or all Bids shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the School Board's Professional Consultant(s) or School Board employees. Bidders involved in developing specification or Bidders with knowledge of the solicitation's specifications prior to the advertisement shall be disqualified from participating in the solicitation process.

EXCEPTIONS (List):

_____

_____

_____

_____

VIII. CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT

DIRECTIONS: THIS ACKNOWLEDGEMENT IS REQUIRED TO BE SUBMITTED AS PART OF THE RESPONDENT'S SOLICITATION SUBMITTAL TO COVER CONFIDENTIAL MATERIALS WHICH MAY BE PROVIDED.

This Acknowledgement is valid as of the date of the submittal of a response to the solicitation. Please check one of the following options:

◯ There **ARE NOT** Confidential Materials included as part of the Respondent's submittal to this solicitation.

◯ There **ARE** Confidential Materials included as part of the Respondent's submittal to this solicitation which are detailed on Exhibit A. The following Acknowledgement terms and conditions apply:

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board for the purpose of responding to a solicitation or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the School Board's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Respondent acknowledges as follows:

A. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described below ("Description of Confidential Materials Submitted") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Acknowledgement, the School Board agrees not to disclose such Confidential Materials to third parties.

B. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the School Board in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Acknowledgement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board and shall be subject to this Acknowledgement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

C. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

    1. Information already known or independently developed by the School Board;

    2. Information in the public domain through no wrongful act of the School Board;

    3. Information received by the School Board from a third party who was legally free to disclose it;

    4. Information disclosed by the Respondent to a third party without restriction on disclosure;

    5. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119, Florida Statutes; or

    6. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

D. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to the Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of

discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

E. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

F. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119, Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

G. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.

H. No Additional Obligations. This Acknowledgement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

I. Sovereign Immunity. Nothing in this Acknowledgement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Acknowledgement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

J. Notice. 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 in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Brevard County, Florida
Procurement & Distribution Services, Pod 8, Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

K. Governing Law. This Acknowledgement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Acknowledgement shall be exclusively in Brevard County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

L. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Acknowledgement for any litigation limited solely to the parties of this Acknowledgement.

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL SUBMITTED

Attachment "C"

LIST OF THREE REFERENCES

#1 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	
#2 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	
#3 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/ Fax	
Email	
Date(s) of Service	
Type of Service	
Comments:	

Item #	Description of Items	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500		$4.1422		
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500		$4.1422		
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500		$4.1422		
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000		$3.7045		
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000		$3.7045		
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000		$3.7045		
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800		$3.4646		
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800		$3.4646		
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800		$3.4646		
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000		$4.3788		
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000		$4.3788		
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000		$4.3788		
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000		$4.2910		
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000		$4.2910		
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000		$4.2910		
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000		$4.2927		
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000		$4.2927		
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000		$4.2927		
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000		$4.2800		
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000		$4.2800		
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000		$4.2800		
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000		$4.2875		
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000		$4.2875		
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000		$4.2875		
9	Wet Hose Fueling (pump from the truck and directly into the buses)					$_____
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					$_____
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					$_____
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					$_____
13	BRAND NAMES OF FUELS					

***Bidder shall calculate all markup and discount amounts to the 4th decimal.**
***Bidder shall calculate all applicable taxes, fees, overhead, and profit in their fixed price increment.**

Attachment "E"

CERTIFIED BUSINESS PROGRAM RECIPROCITY AFFIDAVIT

The School Board has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

CERTIFIED BUSINESS CATEGORIES (Check One)

☐ Asian American (A) ☐ African American (B) ☐ Hispanic American (C) ☐ Native American (D)

☐ American Woman (E) ☐ Service Disabled Veteran (V)

Certifying Agency Name: _____ *Certification Number: _____ *Expiration Date: _____

Attach copy of Certification from Certifying Agency *Required Information

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School Board of Brevard County, Florida becomes an official public record. As such, the School Board bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the Board as necessary for the purpose of verifying the applicant's proof of certification,
- The School Board may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this respondent has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: 2023-31

Position/Title: _____

Company Name: _____

Signature: _____

Attachment "F"

If your principal place of business is in the state of Florida, you do not need to complete this form.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
To be completed by each Bidder

Name of Bidder: _____

Identify state in which Bidder has its principal place of business: _____

Identify political subdivision (county or municipality) in which Bidder has its principal place of business: _____

NOTE: Florida Statute Section 287.084(2) states that "A contractor whose principal place of business is outside this state must accompany any written bid, Bid or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Contractor, please select one)

The Bidders principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Bidders principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

_____

_____

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Contractor, please select one)

The Bidders principal place of business is in the political subdivision of 2023-31 and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Bidders principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

_____

_____

Signature of out of state Bidders' attorney: _____
Printed name of out of state Bidders' attorney: _____
Address of out of state Bidders' attorney: _____

_____

Telephone number of out of state Bidders' attorney: _____
Email of out of state Bidders' attorney _____
Attorneys' state(s) of bar admission: _____

Attachment "G"

SCHOOL BOARD OF BREVARD COUNTY
PROCUREMENT & DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE

Purchase Order No.	Solicitation No.:
Contractor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Director Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
Attach supporting documentation

Use reverse side or attachments if necessary

Contractor's Response to Complaint

To Above Referenced Contractor: The above complaint has been submitted by a Brevard County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Brevard County.

Response:

Contractor Representative:	Signature: Date:
Title:	Telephone No:

Attachment "H"
STATEMENT OF NO RESPONSE

The School Board of Brevard County, Florida
Procurement & Distribution Services
2700 Judge Fran Jamieson Way, Pod 8 Room 802
Viera, FL 32940-6601

Solicitation #:_____

Solicitation Name: _____

We, the undersigned, have decided not to submit a proposal for the following reasons.

- ☐ We do not handle products/services in this classification
- ☐ Opening date does not allow sufficient time to complete proposal
- ☐ Cannot supply at this time
- ☐ Suitable but engaged in other work
- ☐ Quantity too small
- ☐ Cannot meet required delivery
- ☐ Equivalent not presently available
- ☐ Unable to meet specifications
- ☐ Unable to meet insurance/bond requirements
- ☐ Please remove our name from the contractor file for the commodity listed above
- ☐ Please remove our name from the School Board's entire contractor files
- ☐ Other reasons or remarks

_____

_____

We understand that if the "No Response" letter is not returned by the proposal due date, our name may be deleted from the School Board of Brevard County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Estimated Total Annual Usage for All Participating Entities in Gallons				
Regular Unleaded 87	Mid-Grade Unleaded 89	Premium Unleaded 93	Over Road Diesel Fuel	Off-Road Diesel Fuel
1,719,801	0	3,500	1,976,607	186,006

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
Satellite Beach Public Works **Contact: Karlee Scully** **kscully@satellitebeach.org** **PH: 321-777-2309** **FX: 321-777-2241**	240 Jackson Ave	1			2,000		
	1390 S. Patrick Drive	1				500	
	TOTAL YEARLY USAGE IN GALLONS				**38,986**	**3,300**	**2,556**
	TOTAL TANKS	2					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
Canaveral Port Authority **Contact: Karen Pappas** **kpappas@portcanaveral.com** **PH: 321-783-7831** **FX: 321-783-3522**	9015 Pompano Street	2			2000	1,000	
	TOTAL YEARLY USAGE IN GALLONS				**30,748**	**3,305**	
	TOTAL TANKS	2					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
Brevard County - Board of Cty Comm. **Contact: Sherry Collett** **Sherry.collett@brevardcounty.us** **PH: 321-617-7390 ext. 56025** **FX: 321-617-7391**	Fire Station 2475 2476 Taylor Avenue - Mims,FL	1				500	
	North Area Road & Bridge 2675 Flake Road, Titusville, FL	2			10,000	10,000	
	District 2 Road & Bridge 555 Cone Road, MI, FL	2			5,000	5,000	
	South Area Road & Bridge 4690 N. Wickham Road, Melbourne, FL	2			10,000	10,000	
	Central Area Stores 3850 Lakes Drive, Cocoa, FL	2			10,000	10,000	
	Solid Waste Stores 2250 Adamson Road, Cocoa, FL	3			5,000	12,000 12,000	
	Fire Station 26 6655 Carole Avenue, Cocoa, FL	1				500	
	Detention Center 860 Camp Road, Cocoa, FL	1			2,000		
	3/5 Road & Bridge 6170 S.E. Babcock Street, Palm Bay, FL	2			10,000	10,000	
	Spessard Holland Golf Course 2374 Oak Street, Melbourne, FL	2			5,000	5,000	
	Parkway Complex 700 Park Avenue, Titusville, FL	2			5,000	5,000	
	Fire Station 40 6400 Tropical Trail, Merritt Island, FL	1				500	
	Fire Station 41 300 Alma Blvd, Merritt Island, FL	1				500	
	Fire Station 86 301Barefoot Blvd., Barefoot Bay, FL	1				500	
	Government Center 2725 Judge Fran Jamieson Way, Viera,	1			10,000		
	Fire Station 65 7400 S. A1A, Melbourne, FL	1				500	
	Fire Station 63 2602 N. A1A, Indialantic, FL	1				500	
	Fire Station 82 109 NW Pine Street, West Melbourne, FL	1				500	
	Mosquito Control - North 800 Perimeter Road, Titusville, FL	2			10,000	2,000	
	Mosquito Control - South 2870 Greenbrook Street, Valkaria, FL	2			10,000	250	
	Fire Station 21 4940 U.S. Hwy 1, Mims, FL	1				500	
	Fire Station 29 3950 Canaveral Groves Blvd., Cocoa, FL	1				**500**	
	Fire Station 47 7225 Murrell Road, Viera, FL	1				**500**	
	Fire Station 62 299 Sea Park Blvd. Satellite Bch, FL	1				**500**	
	Fire Station 81 4630 Lake Washington Road Melb. FL	1				**500**	
	Fire Station 87 2855 Valkaria Road, Grant/Valkaria	1				**500**	
	Fire Station 48 5550 Porada Drive, Viera, FL	1				**500**	
	Transit Services Central Terminal 401 S. Varr Avenue, Cocoa, FL	2			1,000	10,000	
	Transit Services South Terminal 460 S. Harbor City Blvd., Melb., FL	2			1,000	10,000	
	TOTAL YEARLY USAGE IN GALLONS				**579,744.00**	**1,004,139.0**	
	TOTAL TANKS	42					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Cape Canaveral **Contact: Ed Lawson** **e.lawson@cityofcapecanaveral.org** **PH: 321-868-1240** **FX: 321-868-1233**	Fire Station Jackson St. Department	2			2,000	500	
	Fire Station 8970 Columbia Road	1				1,000	
	Wastewater Treatment Plant/PW 600 Tower Blvd.	1					1,000
	TOTAL YEARLY USAGE IN GALLONS						
	TOTAL TANKS	4			**36,000**	**1,500**	**1,000**

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Cocoa, FL **Contact: Tony Jones** **tjones@cocoafl.org** **PH: 321-433-8766** **FX: 321-433-8768**	Fleet Management 301 Shearer Blvd.	4	500		12,000	10,000	500
	Police Station 1226 W. King Street	1					2,000
	Water Field Operations 351 Shearer Blvd	1					2,500
	City Hall / EOC 65 Stones St	1					2,000
	Fleet Management 301 Shearer Blvd.	1					200
	Public Works 301 Wilson St	1	250				200
	Seller Water Reclaim 375 N. Cocoa Blvd.	10					2,500 2,000 300 (4 Ea.) 150 (4 Ea.)
	Dyal Water Treatment 28400 St. Road 520	23			2,000	500	10,000 (4 Ea.) 1,000 (3ea) 2,000 3,000 4,000 850 (9 Ea.) 500 (3ea)
	TOTAL YEARLY USAGE IN GALLONS		**3,500**	**N/A**	**225,000**	**58,000**	**125,000**
	TOTAL TANKS	**43**					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Cocoa Beach, FL **Contact: Christina Zecman & Eileen Clark** **czecman@cityofcocoabeach.com** **PH: 321-868-3259** **FX: 321-868-3232**	City Garage 1600 Minuteman Causeway	3	550		10,000	1,000 (2) 4,000 6,000	595 6,000
						4,000	
						4,000	
	TOTAL YEARLY USAGE IN GALLONS		**323**		**79,322**	**14,127.6**	**5,300**
	TOTAL TANKS	**3**					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Melbourne **Contact: Leo Torres** **leo.torres@melbfl.org** **PH:** **FX:**	Fire Station 71 865 W Eau Gallie Blvd..	2				1,000	250
	Fire Station 72 2937 Sarno Road	1				150	
	Fire Station 73 1530 Tower Access Rd	1				350	
	Fire Station 74 1500 S. Hickory Street	1				400	
	Fire Station 75 151 E. University Blvd.	3				1,000	150
	Fire Station 76 2470 Croton Road	2				310	150
	Fire Station 77 3721 Wickham Road	1				350	
	Fire Station 78 850 Eber Road	1				350	
	Fleet Management 2901 Harper Road	3			12,000	12,000	250
	Crane Creek GC 475 W. New Haven Ave	1					300
	Mallard Landing GC 2750 Lake Washington	1					300
	Police 650 N Apollo Blvd.	1					1,000
	Police 701 S. Babcock Street	1					500
	Lift Station 4 1359 Pineapple Ave	1					250
	Lift Station 6 Croton & Leewood	1					420
	Lift Station 7 Cedarwood Drive	1					250
	Lift Station 9 Laurie & Lynn	1					250
	Lift Station 10 976 Bell Avenue	1					500
	Lift Station 11 Yount Street	1					160
	Lift Station 14 3277 Elm Terrace	1					150
	Lift Station 15 2301 Sarno Road	1					500
	Lift Station 21 North Pineapple Avenue	1					250
	Lift Station 23 1375 Eau Gallie Blvd.	1					500
	Lift Station 24 Fountainhead & Wickham	1					350
	Lift Station 26 2811 Pineapple Avenue	1					160
	Lift Station 28 S. Dairy Road	1					160
	Lift Station 29 Aurora & Marywood	1					250
	Lift Station 31 1483 Grumman Place	1					160
	Lift Station 33 John Rhodes & Eau Gallie	1					250
	Lift Station 37 C Avenue	1					250
	Lift Station 38 NASA & Railroad Track	1					250

Lift Station 39 699 Espanola Way	1					250
Lift Station 40 Crown Boulevard	1					250
Lift Station 42 Shenandoan	1					150
Lift Station 43 Front Station	1					250
Lift Station 46 3915 Wickham Road	1					250
Lift Station 48 Parkway Meadows	1					250
Lift Station 49 Sun & Green	1					160
Lift Station 53 Cayman & Largo	1					250
Lift Station 55 North Steward Road	1					500
Lift Station 58 3455 Sparrow Court	1					150
Lift Station 59 Lansing Ridge	1					250
Lift Station 61 2800 N Wickham Road	1					160
Lift Station 65 Robinhood Drive	1					500
Lift Statoin 69 Bay Meadows	1					250
Lift Station 73 Meadow Lakes	1					250
Lift Station 74 Cascades	1					250
Lift Station 76 Magnolia Lakes	1					160
Lift Station 77 Forest Creek	1					160
Lift Station 78 Spring Creek	1					160
Lift Station 82 1251 Oak Street	1					60
Lift Station 84 4440 Preserve Drive	1					160
Lift Station 92 2205 Grant Place	1					240
Lift Station 94 1501 Dairy Road	1					160
1019 Gen 2891 Harper Road	1					250
1019A Gen 2881 Harper Road	1					250
1019B Gen 2885 Harper Road	1					680
1019C Gen 2889 Harper Road	1					150
North Booster Station McGraw Avenue	2					2,000/900
Pineda Booster Station 2935 Pineda Cswy	1					4,100
Canova Booster Station Wallace Avenue	1					2,000
Press Building 6055 Lake Washington	1					1,500
North Raw Pump Access Well Site #1&2	1					1,000
Portable Gen A 6055 Lake Washington	1					150
Portable Gen B 6055 Lake Washington	1					150
Portable Gen C 6055 Lake Washington	1					150
Portable Gen D 6055 Lake Washington	1					280

Reverse Osmosis Plant 5980 Lake Washing	1					20,000
Well 3 6055 Lake Washington	1					5,000
Well 4 2400 McGraw Ave.	1					900
Actiflo 6055 Lake Washington	1					15,000
SWTP Admin 6055 Lake Washington	1					8,200
D.B. Lee Water Reclaim 835 N. Apollo Blvd.	2					10,000
Grant Street Water Reclaim 2300 S. Grant Street	1					10,000
City Hall Generator 900 E. Strawbridge Avenue	1					1,800
TOTAL YEARLY USAGE IN GALLONS				**168,000**	**73,000**	**52,150**
TOTAL TANKS	**83**					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Palm Bay **Contact: Herb Jones** **herb.jones@pbfl.org** **PH: 321-952-3425** **FX: 321-722-2317**	Support Services Building 1750 N. Main Street	2 (Split Tank)			8,000	4,000	
	Public Works 1050 Malabar Road	3			15,000 15,000	15,000	
	TOTAL YEARLY USAGE IN GALLONS				**286,000**	**80,000**	
	TOTAL TANKS	5					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
City of Rockledge **Contact: Barbara Crisler** **bcrisler@cityofrockledge.org** **PH: 321-221-7540 x204** **FX: 321-204-6353**	1700 Jack Oates Blvd Rockledge, FL	2			10,000	10,000	
	TOTAL YEARLY USAGE IN GALLONS				**76,000.00**	**89,235.10**	
	TOTAL TANKS	2					

Entity & Contact	Location	Tanks Qty. at Site	Tank Capacity/Fuel Type				
			Premium Unleaded 93	Mid-Grade Unleaded 89	Regular Unleaded 87	Over Road Diesel Fuel	Off-Road Diesel Fuel
School Board of Brevard County **Transportation Services** **Contact: Perry Leibowitz** **leibowitz.perry@brevardschools.org** **PH: 321-633-3682** **FX: 321-633-3693**	1500 Draa Road Titusville, FL	3			5,000	15,000	
	3200 Monroe Street Melbourne, FL	2			10,000	20,000	
	2091 W. King Street Cocoa, FL	3			10,000	20,000	
	288 W. Merritt Avenue Merritt Island, FL	1				10,000	
	1815 Mathers Street Eau Gallie, FL	2			2,000	10,000	
	52 Holland Court Satellite Beach, FL	2					
	1254 S. Florida Avenue Rockledge, FL	2			12,000	5,000	
	2175 Degroodt Road SW Palm Bay, FL	2			1,000	10,000	
	3425 Solerno Blvd. Viera, FL	2			3,000	10,000	
	TOTAL YEARLY USAGE IN GALLONS				**200,000**	**650,000**	
	TOTAL TANKS	**19**					

School Board of Brevard County
Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

August 5, 2022
22-934-B-WH
Diesel, Gasoline & Fuel Oils
Addendum #1

The original ITB documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents. The original ITB Submittal deadline shall remain the same date and time of **August 15, 2022 at 2:00 PM.**

This addendum is being issued to answer questions received.

22-934-B-WH Questions Received
Question 1: Attachment D, Price List, Item #11. The cell in the Extended price column is set up for a dollar amount, not a percentage markup. Can you change the cell to reflect a numeric versus dollar value?
Answer 1: Yes. See attached Revised Attachment D.

Q2: Attachment E: Is this a mandatory submittal even if none of the Certified Business Categories apply? Should the respondent mark the box as N/A and still sign the document as recognition of the attachment.
A2: Submittal of Attachment E is not mandatory; it should be submitted only if applicable.

Q3: Attachment H: Statement of No Response. Should the document be signed even though a respondent is submitting a bid?
A3: No, the Statement of No Response should only be submitted if it is your company's intent not to bid.

Q4: On Attachment D, Price Sheet: Are Item #'s 9 and 10, Wet hose fueling, requesting a specific price per gallon or a general surcharge for the Wet hose applications as added to the fuel delivery?
A4: Surcharge per gallon for wet hose deliveries.

Q5: Question on Attachment D, Price Sheet. Item #'s 4a, through 4C. A $4.3788 Daily OPIS Price is referenced. OPIS does not post prices for 93 Octane Non-Ethanol gasoline on the Orlando OPIS Spot mean report. Is there another refence point for this product?
A5: The price listed for reference is the Orlando Rack Avg for Ethanol Free Premium.

Q6: 3.23 "Items shall be ordered via individual purchase orders or Visa Purchasing card……" Is the vendor required to accept P cards for payments?
A6: No.

Q7: Regarding 32. A. Payment Terms. Please confirm that payment terms are Net 45 days. If the County and COOP participants have policies requiring shorter terms, please advise.
A7: The payment term may vary by entity. The current standard payment terms are as follows:
The School Board of Brevard County, Florida the payment terms are as follows: Net 45 via paper check, Net 35 via ACH, or processed on p-card or e-payable weekly.
City of Satellite Beach Net 14
Brevard Board of County Commissioners Net 30
Port Canaveral Net 30
City of Palm Bay Net 45
City of Rockledge Net 30

Q8: Attachment D: Price Sheet. May a vendor bid only on some items and not all items that are listed on Attachment D? Is there an "all or none" requirement for this bid?
A8: There is not an all or none requirement. As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof

Q9: Please provide the locations (addresses) by tank size and annual product volume being delivered currently on this agreement to Brevard County and the COOP participants.
A9: Please see Attachment I for this information.

Q10: For transport deliveries, are the agencies ordering full transport loads for all locations? If not, please identify those locations that order smaller loads. May the vendor bill for minimum load deliveries on transport deliveries?
A10:
The City of Rockledge Unleaded and Diesel tanks are each 10,000gal but are filled to 8,000 each as needed. Roughly 1,000-1,500 weekly for each type.
The City of Satellite Beach does not order full loads. Typically order 700 gallons unleaded on a weekly basis and 250 gallons diesel every other week.
Canaveral Port Authority has multiple tank locations, we top off tanks as needed.
The City of Palm Bay does not order full loads.
The School Board of Brevard County maintains 8 fuel sites with fuel tanks ranging between 1,000 to 20,000 gallons. One person orders fuel for all 8 sites and tries to maximize full transports for all locations or may use split loads between the sites.
No minimum load charges will be billed on transport deliveries.

Q11: May pump charges for above ground tanks be billed separately? If not, please identify the above ground transport tank locations.
A11: No separate fees may be billed for pump charges.
All Brevard Schools' fuel tanks are above ground tanks.

Q12: Are any participants utilizing a bio blend diesel at this time? If so, please identify the agency and volume of biodiesel blended products.
A12:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel or premium unleaded E-93 Fuel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q13: Please provide the last bid tabs and results for this contract.
A13: See attached bid tab.

Q14: Pricing: Please clarify the exact OPIS pricing terminal and reference. For example: OPIS Average Daily Contract 10AM, Orlando.
A14: OPIS Wholesale Racks with OPIS Spot Mean Orlando, FL 6:45AM EDT.
The successful bidder will arrange for an OPIS account for the School Board, we will receive daily reports.

Q15: What OPIS price type does Brevard County Purchasing Group use?
A15: Rack Average

Q16: Does Brevard County Purchasing Group use a weekly average for their OPIS Price?
A16: Daily Average

Q17: Does Brevard County Purchasing Group use the previous Thursday for their OPIS price?
A17: No

Q18: Does Brevard County Purchasing Group use OPIS Gross Contract Average (10:00am posting) for pricing?
A18: No. See A14.

Q19: Does Brevard County Purchasing Group use OPIS Closing Day Summary (4:59pm posting) for pricing?
A19: No. See A14.

Q20: Does Brevard County Purchasing Group use OPIS Calendar Day (11:59pm posting) for pricing?
A20: No. See A14.

Q21: Does Brevard want pricing off of unbranded fuel?

A21: This is acceptable if an unbranded fuel offers a reduced price while meeting specifications.

Q22: Does Brevard want pricing off of branded fuel?
A22: This is acceptable if an unbranded fuel offers a reduced price while meeting specifications.

Q23: Can the vendor pick the OPIS city for pricing?
A23: The OPIS city should be the city that provides the most economic pricing for the COOP memenbers.

Q24: Does VendorLink require a fee for submitting a bid/ awarding and invoicing vendors?
A24: No.

Q25: Does Brevard County Purchasing Group allow biodiesel to be priced off of the #2 Distillate feed?
A25:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use premium unleaded E-93 nor do we use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q26: Does Brevard County Purchasing Group allow biodiesel to be priced off of the Biodiesel Indicate feed?
A26:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q27: What sites receive B-5 Biodiesel?
A27:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q28: What is the tank size and type for the B-5 Biodiesel?
A28:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q29: What sites receive B-20 Biodiesel?
A29:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.

Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q29: What is the tank size and type for the B-20 Biodiesel?
A29:
The City of Melbourne does not use bio diesel or blends at this time.
City of COCOA is not doing bio blends at this time.
Brevard County Board of County Commissioners Fleet Services does not purchase or use Bio-Diesel.
The City of Rockledge also does not use Bio-Diesel.
The City of Satellite Beach does not use Bio-Diesel.
Canaveral Port Authority does not use Bio-Diesel.
The City of Palm Bay does not use Bio-Diesel.
The School Board of Brevard County does not use bio diesel or blends at this time.

Q30: What sites receive premium unleaded 93 Octane non-ethanol gasoline?
A30:
The City of Melbourne does not receive 93 premium unleaded fuel.
City of Cocoa has 2 non-ethanol tanks. See Attachment I for details.
Brevard County Board of County Commissioners Fleet Services does not purchase or use premium unleaded E-93 Fuel.
The City of Rockledge also does not use premium unleaded E-93.
The City of Satellite Beach get 93 at Jackson Ave, see Attachment I.
Canaveral Port Authority does not use 93 Octane.
The City of Palm Bay does not use 93 Octane.
The School Board of Brevard County does not 93 Octane at this time.

Q31: What is the tank size and type for premium unleaded 93 octane non-ethanol gasoline?
A31:
The City of Melbourne does not receive 93 premium unleaded fuel.
City of Cocoa has 2 non-ethanol tanks. See Attachment I for details.
Brevard County Board of County Commissioners Fleet Services does not purchase or use premium unleaded E-93 Fuel.
The City of Rockledge also does not use premium unleaded E-93.
Canaveral Port Authority does not use 93 Octane.

Q32: Are electronic signatures accepted?
A32: Yes.

Q33: Please provide tabulations for the last bid cycle.
A33: See attached bid tabulation.

Q34: Please provide a recent invoice for Regular E10 unleaded gasoline.
A34: See attached invoice

Q35: Please provide a recent invoice for Mid-grade E10 unleaded gasoline.
A35: N/A

Q36: Please provide a recent invoice for Premium E10 unleaded gasoline.
A36: N/A

Q37: Please provide a recent invoice for Premium unleaded non-ethanol gasoline.
A37: N/A

Q38: Please provide a recent invoice for b-5 Biodiesel.
A38: N/A

Q39: Please provide a recent invoice for b-20 Biodiesel.
A39: N/A

Q40: Please provide a recent invoice for ULSD Clear fuel.
A40: See attached invoice.

Q41: Please provide a recent invoice for ULSD Dyed fuel.
A41: See attached invoice.

Q42: Please provide a recent BOL for Regular E10 unleaded gasoline.
A42: See attached BOL.

Q42: Please provide a recent BOL for Mid-grade E10 unleaded gasoline.
A42: N/A

Q43: Please provide a recent BOL for Premium E10 unleaded gasoline.
A43: N/A

Q44: Please provide a recent BOL for Premium unleaded non-ethanol gasoline.
A44: N/A

Q45: Please provide a recent BOL for b-5 Biodiesel.
A45: N/A

Q46: Please provide a recent BOL for b-20 Biodiesel.
A46: N/A

Q47: Please provide a recent BOL for ULSD Clear fuel.
A47: N/A

Q48: Please provide a recent BOL for ULSD Dyed fuel.
A48: See attached BOL.

Q49: If the supplier chooses the purchase card as an option, not as a confirmation, will it compromise the entire bid, or will consideration be given to ETF payments that were an option, or default to the 45-day standard terms as stated in the bid documents?
A49: Award recommendation will be based on the fuel pricing. Payment terms with be determined with the awarded vendor and each entity.

Q50: Can I please get the bid tabulations from your last bid.
A50: See attached bid tab.

Q51: Who is the incumbent supplier(s).
A51: Glover Oil

Q52: Can I get copies of recent fuel invoices with their corresponding BOL's, one for each product?
A52: See attached invoices

Q53: Which terminal city are we to use for the OPIS Daily average? Tampa or Orlando?
A53: See A14.

Q54: Is it the OPIS Daily average 10am or 5pm?
A54: See A14.

Q55: Are we required to bid on all line items on the price sheet or can we just bid on transport only?
A55: See A8.

Q56: The bid states that you are federal and state excise tax exempt but are you required to pay any other taxes/fees (i.e. Florida Pollutant, Federal Lust, Federal oil spill)?
A56: Yes.

Q57: If yes do we include those in our bid markup?
A57: No. Applicable taxes and fees are billed separately on the invoices.

Q58: Which sites have above ground tanks that require a truck equipped with a pump truck?
A58: Please see revised Attachment I, we have made all efforts to identify above grounds tanks though some may not been identified at the time this addendum is posted.

This addendum is being issued to upload the following.

Attachments:
Revised Attachment D Price Sheet
Revised Attachment I Usage Totals
Sample Invoices and BOLS
Previous Bid Tab

If you should have any questions regarding this addendum, please do not hesitate to contact the procurement agent responsible for this solicitation at henzmann.william@brevardschools.org or by phone at 321-633-1000 ext. 11623.

Sincerely,

KKodriguez Digitally signed by Rodriguez.Kristine@Procurement and Distribution Services
Date: 2022.08.05 14:29:50 -04'00'

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement & Distribution Services

Acknowledgment of Addendum #1 by Vendor:
This addendum shall be completed by the Vendor and returned with the submittal.

This is to acknowledge receipt of this addendum, which will become part of the ITB document.

_____	_____
NAME (TYPED OR PRINTED)	TITLE
_____	_____
SIGNATURE	VENDOR NAME
_____	_____
DATE	PHONE NUMBER



Invoice

Invoice No: 4897036
Invoice Date: 07/27/22

Branch: 1

Sold To: 9630409
BREV CTY SCHOOL BD-TRANS DEPT
2091 W. KING STREET
DSL#22209766 GAS#22209767
COCOA, FL 32926

Shipped To: 9630409-5
MELBOURNE BUS COMPOUND
3200 MONROE STREET
MELBOURNE, FL 32901
(321) 633-4114

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
NONE	07/27/22	T358	H961	22209766	Net 30	mr

	Product	SC	Quantity	Price	Disc	Amount
	BOL: 4897036 Origin: AT-OR-KIN					
1	ULS – ULTRA LOW SULPHER DIESEL	G	1980.00 Gallon	3.89260		7,707.35
				Products Total		$7,707.35
	COUNTY TAX L-S COLLECTED		1980.00	0.15300		302.94
	LUST TAX		1980.00	0.00100		1.98
	POLLUTANT TAX COLLECTED		1980.00	0.02071		41.01
	STATE EXCISE TAX L-S COLLECTED		1980.00	0.19000		376.20
				Taxes and Fees Total		$722.13
				Invoice Balance		$8,429.48

Invoice

1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII

N ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800 -342-7121 DAY OR NIGHT********

Customer Copy

NON-NEGOTIABLE / BILL OF LADING

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

THE SUPPLIER WHOSE NAME IS INDICATED ON THIS BOL IS RESPONSIBLE FOR COLLECTING AND REMITTING THE STATE MOTOR FUEL TAXES.

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

KINDER MORGAN
CENTRAL FLORIDA PIPELINE LLC

"FOR CHEMICAL EMERGENCY - SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT."
(CHEMTREC CONTRACT #12365)

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

SIGN HERE → _____ DATE

RECEIVED QUANTITIES IN GOOD ORDER

SIGN HERE → _____ DATE

1 TANK TRUCK

HAZARDS
UN1203, GASOLINE, 3, PGII
UN 1202, DIESEL FUEL, 3, PGIII

GALLONS
6002
2000

Product Loaded At:
9919 S. Orange Ave. , FL 32824 Phone: (407)855-0713

SOLD TO: CONTRACT CUSTOMERS
L
777 WALKER ST
HOUSTON, TX 77002

SHIP TO: [redacted]
FL DELIVERIES
ANYWHERE, FL 99999

SUPPLIER: MOTIVA ENTERPRISES
777 WALKER STREET
HOUSTON, TX 77002

PETROEX/TABS #: 20011839
SPECIAL HANDLING

MANIFEST: 4897036

DATE: 07/27/22
ORDER #

CARRIER: [redacted]

DRIVER NAME: SHANE FORNEY
DRIVER #: 13283
TRAILER NUMBER: 360
END LOAD TIME: 06:43
LOAD SPOT: 01

---------- PRODUCT INFORMATION ----------

	PRODUCT	OCT	GROSS	TEMP	GRAV	NET
530520	ULSD		2000	81.5	37.6	1980
	ULSD		2000	81.5	37.6	1980
SEE NOTE 12						
211371	GN 87 GSHL	87	6002	77.5	60.9	5931
	CBOB REGLR		5395	77.0	62.1	5331
	DENETHANOL		607	81.4	50.6	600
see note 1						
RVP DOES NOT EXCEED 10 PSI						

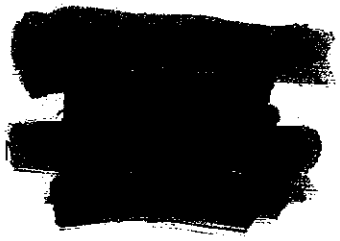
******* Additive Information *******

Adtv name	Rate	Target	Gross	Adtv%
GEN ADD	.0784	.4682	.4935	105 %

87 21-
C 82-
Brevard School - Monroe
9L030409-5

INTERE

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"



Invoice

Invoice No: 4897087
Invoice Date: 07/27/22

Branch: 1

Sold To: 9630409
BREV CTY SCHOOL BD-TRANS DEPT
2091 W. KING STREET
DSL#22209766 GAS#22209767
COCOA, FL 32926

Shipped To: 9630409-1
TITUSVILLE BUS COMPOUND
1500 DRAA RD
TITUSVILLE, FL 32780
(321) 633-4114

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
NONE	07/27/22	T355	H-971	22209767	Net 30	mr

	Product	SC	Quantity	Price	Disc	Amount
	BOL: 4897087 Origin: T-MARAT-ORLANDO					
1	E87 – 87 W/10% ETHAN	G	3952.00 Gallon	2.94220		11,627.57
				Products Total		$11,627.57
	FED OIL SPILL ETHANOL		3952.00	0.00193		7.63
	FL LOCAL OPTION		3952.00	0.14300		565.14
	INSP FEE COLLECTED		3952.00	0.00125		4.94
	LUST TAX		3952.00	0.00100		3.95
	POLLUTANT TAX COLLECTED		3952.00	0.02071		81.85
	STATE EXCISE GAS TAX COLLECTED		3952.00	0.19000		750.88
				Taxes and Fees Total		$1,414.39
				Invoice Balance		$13,041.96

Invoice

1 Units HM. Conv Gas. Flammable Liq. 3. UN1203. PG II

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800-342-7121 DAY OR NIGHT*******

Customer Copy

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

THE SUPPLIER WHOSE NAME IS INDICATED ON THIS BOL IS RESPONSIBLE FOR COLLECTING AND REMITTING THE STATE MOTOR FUEL TAXES.

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

SIGN HERE → _____ DATE

1 TANK TRUCK

NON-NEGOTIABLE / BILL OF LADING

KINDER MORGAN
CENTRAL FLORIDA PIPELINE LLC

"FOR CHEMICAL EMERGENCY - SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT." (CHEMTREC CONTRACT #12365)

RECEIVED QUANTITIES IN GOOD ORDER

SIGN HERE → _____ DATE

HAZARDS
UN1203, GASOLINE, 3, PGII

GALLONS
4001

Product Loaded At:
9919 S. Orange Ave. , FL 32824 Phone: (407)855-0713

SOLD TO: [redacted]

SHIP TO: [redacted]

SUPPLIER: MARATHON PETROLEUM COMPANY
P. O. BOX 31
FINDLAY, OH 45839

PETROEX/TABS #
23061210035200
SPECIAL HANDLING

MANIFEST
4897087

DATE
07/27/22
ORDER #

CARRIER: [redacted]

DRIVER NAME
CHRIS SCALFANI

DRIVER #
8099

TRAILER NUMBER
367

END LOAD TIME
07:53

LOAD SPOT
03

---------- PRODUCT INFORMATION ----------

	PRODUCT	OCT	GROSS	TEMP	GRAV	NET
211291	GN 87 GSHL	87	4001	78.0	61.1	3952
	CBOB REGLR		3597	77.4	62.3	3553
	DENETHANOL		404	83.0	50.6	399

see note 1
RVP DOES NOT EXCEED 10 PSI

******* Additive Information *******

Adtv name	Rate	Target Gross	Adtv%
GEN ADD	.0784	.3121	.3153	101 %

Brev. School - Draa

9630409-1

ENTERED

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309
	Date Solicited: Friday, August 25, 2017	
	Date Opened: Thursday, October 12, 2017	
	# Solicitated: 120	
	# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	No
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	Yes
Non-Disclosure for Confidential Materials	N/A
Bidder's Statement of Principal Place of Business	No
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	Yes
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
		Subtotal (Total of Extended Prices for 1,2,3,4):			**$10,785,733.43**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	**$665,093.14**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
		Subtotal (Total of Extended Prices for 6,7,8):			**$14,282,251.04**

	TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**	**Glover Oil Company Inc.** **3109 S. Main Street** **Melbourne, FL 32901** **Ken Marshall** **ken@gloveroil.com** **Phone: 321-723-3953** **Fax: 321-727-2309**			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Lot 4					
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	**$81,385.50**
Lot 5					
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	**$3,319.60**
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

Completed ITB Cover Page	**Yes**
FL Dept. of State Division of Corporations Number	**846977**
Completed Bid Submittal Form	**Yes**
Addendas	**Yes**
Completed Attachement A - Pricing Sheet	**Yes**
Drug Free Certification	**Yes**
Debarment Certification	**N/A**
Emergency/Storm Related Catastrophe Form	**Yes**
Conflict of Interest Form	**Yes (No Seal)**
References Form	**Yes**
Certified Business Program Reciprocity Affidavit	**N/A**
Non-Disclosure for Confidential Materials	**N/A**
Bidder's Statement of Principal Place of Business	**Yes**
Litigations/Bankruptcy	**N/A**
Local Business Tax Receipts	**Yes**
Current W-9	**Yes**
Proof of Insurance	**Yes**
Contact Information	**Yes**

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0372	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$3,456,482.37**
Lot 2					
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$214,003.66**
Lot 3					
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**					**Petroleum Traders Corporation** **7120 Pointe Inverness Way** **Fort Wayne, IN 46804** **Linda Stephens** **gnewton@petroleumtraders.com** **Phone: 1-800-348-3705 Option 4** **Fax: 1-260-203-3820**
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page					**Yes**
FL Dept. of State Division of Corporations Number					**N/A**
Completed Bid Submittal Form					**Yes**
Addendas					**Yes**
Completed Attachement A - Pricing Sheet					**Yes**
Drug Free Certification					**Yes**
Debarment Certification					**Yes**
Emergency/Storm Related Catastrophe Form					**Yes**
Conflict of Interest Form					**Yes**
References Form					**Yes**
Certified Business Program Reciprocity Affidavit					**N/A**
Non-Disclosure for Confidential Materials					**Yes**
Bidder's Statement of Principal Place of Business					**Yes**
Litigations/Bankruptcy					**N/A**
Local Business Tax Receipts					**N/A**
Current W-9					**Yes**
Proof of Insurance					**Yes**
Contact Information					**Yes**
ITEM NO.	**DESCRIPTION**	**MARKUP/DISCOUNT PER GALLOON**	**DAILY OPIS 8/25/2017**	**NET PRICE (OPIS +/- MARKUP OR DISCOUNT)**	**EXTENDED PRICE (QTY x NET PRICE)**
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

	TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**			**Petroleum Traders Corporation** **7120 Pointe Inverness Way** **Fort Wayne, IN 46804** **Linda Stephens** **gnewton@petroleumtraders.com** **Phone: 1-800-348-3705 Option 4** **Fax: 1-260-203-3820**	
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,661,081.90
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,266.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,842,184.63**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	**$667,495.76**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	-$0.0259	$1.7219	$1.6960	$1,993,224.00

	TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**	**Petroleum Traders Corporation** **7120 Pointe Inverness Way** **Fort Wayne, IN 46804** **Linda Stephens** **gnewton@petroleumtraders.com** **Phone: 1-800-348-3705 Option 4** **Fax: 1-260-203-3820**			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,860.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,313,513.96**
Lot 4					
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	**$81,679.50**
Lot 5					
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontaigne			

Legislation Details (With Text)

File #:	22-573	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/19/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ORDINANCE NO. 14-2022 Amending the CRA PLAN.pdf Exhibit B - Community Policing.pdf 2022 Cocoa CRA Plan Update FINAL.pdf CRA Plan Update Ad FT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 11, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

In 1981, the Cocoa City Council adopted Ordinance No. 10-81 creating the Cocoa Redevelopment Agency. In 1982, the Cocoa City Council adopted Ordinance No. 28-82 approving the Cocoa Redevelopment Plan, prepared by Glatting, Sellen, Lopez, Anglin. In March of 1997, the Cocoa City Council adopted Ordinance No. 27-97, adopting and amending the Cocoa Redevelopment Plan, prepared by Design West Studios. In 2008, the Cocoa Community Redevelopment Agency (CRA)

approved the Cocoa Waterfront Master Plan, prepared by Glatting, Jackson, Lopez, Anglin. In June 2018, the Cocoa CRA approved the Five-Year Cocoa Waterfront Master Plan Update. In October 2018, the Cocoa CRA and City Council approved the Cocoa CRA Plan Update.

The Cocoa CRA has accomplished several goals and objectives in the past 41 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, the Riverfront Pedestrian Connector, reconstructing the boat ramp and creation of the Cocoa Village entryway. It has been four years since the Plan has been amended. Given the extensive level of projects currently proposed for completion, with the recent 2018 Cocoa Waterfront Masterplan Update, it is prudent to review, update and amend the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges, future projects and opportunities to implement the Agency Mission.

Under the Community Redevelopment Act of 1969 ("Act"), the procedural requirements governing the modification of redevelopment plans are governed by Section 163.361, Florida Statutes. In the case of the Agency, which again was established in 1981 prior to Brevard County adopting a home rule charter, the following procedures will apply:
The Plan, and any modifications thereto, must meet the substantive plan requirements set forth in the Act. See §§ 163.360, 163.362, Fla. Stat. SS 163.360, 163.362, Fla. Stat.
Upon completion of the draft Plan modifications, the Agency staff is required and shall present the draft to the Agency for preliminary review and comment. When the Agency is satisfied with the draft Plan modifications, the Agency should direct Agency staff to request that the Cocoa Planning and Zoning Board, the City's Land Planning Agency ("LPA"), consider the proposed Plan modifications for conformance with the City's Comprehensive Plan because the Act requires that the Plan be consistent with the City's Comprehensive Plan. See §163.360(2)(a), Fla. Stat.

At the Planning and Zoning Meeting on September 7, 2022, Board Members approved the draft Plan Update with one request. They requested that the times noted of 10:00pm - 3:00am for the enhanced law enforcement, be modified to say, “one hour after bar closing times”. Should the Agency agree with this statement, Staff will make the necessary changes to the Plan Update and Ordinance as necessary.

The City Council (the "governing body" under the Act) will then consider adopting the ordinance and Plan modifications in accordance with the ordinance adoption procedures stated above. See also §163.346, Fla. Stat. (requiring the governing body to provide public notice of the proposed action pursuant to s. 166.041(a}, Fla. Stat.).

Notice was sent to the taxing authorities prior to the meeting as required by Florida Statute 163.346. The mailed notice was sent prior to the first reading of the ordinance, and the notice should advise the taxing authorities of the scheduled City Council meeting dates for both the first and second readings. This letter was mailed out on August 15, 2022, via certified mail.

In accordance with F.S.§163, Chapter III, staff has prepared the attached 2022 Cocoa CRA Redevelopment Plan Update Draft for the CRA’s consideration to direct that the draft be submitted to the City’s Land Planning Agency for review for consistency with the City’s Comprehensive Plan.

The Plan

The 2022 Cocoa CRA Redevelopment Plan Update is related only to incorporating a community policing program. Generally, the Update includes the following language related to Community Policing Initiatives:

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

The full FINAL Plan is attached as Exhibit B and the modifications are located on pages 49-50.

The Cocoa CRA approved the draft Plan and sent it forward to the Planning and Zoning Board to ensure consistency with the City's Comprehensive Plan.
Upon CRA approval, staff will present the draft Plan to the Planning and Zoning Board (P&Z) to ensure consistency with the City's Comprehensive Plan. The Plan was then returned back to the CRA for final approval. The Planning and Zoning Board made a recommendation to note a time of one-hour after bar closing for law enforcement presence. As Exhibit B does not indicate closing times or law enforcement operational times, it will be noted in the operational plan for the Police Department.

Upon approval of the First Reading, Staff will present the Second and Final Reading before Council on October 11, 2022.

STRATEGIC PLAN CONNECTION:

Public Safety and Community Standards - implement proactive community-based solutions to build strong community relations.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Approved at the following meetings:

- September 6 - Cocoa CRA Meeting - Draft Plan
- September 7 - Planning & Zoning Meeting - Draft Plan

- September 13 - Cocoa CRA Meeting - Final Plan

RECOMMENDED MOTION:

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

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ORDINANCE NO. 14-2022

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

WHEREAS, the City Council of the City of Cocoa created the Cocoa Redevelopment Agency ("Agency") in accordance with the Community Redevelopment Act of 1969, which enactment is codified in the Florida Statutes as Part III of Chapter 163, Sections 163.330 through 163-450 ("Act") and as more specifically set forth in Chapter 8 of the City Code; and

WHEREAS, pursuant to Section 163.361, Florida Statutes, if it becomes necessary or desirable to amend or modify the Agency's Redevelopment Plan, the City Council, as the governing body of the City to Cocoa, may amend such plan upon the recommendation of the Agency; and

WHEREAS, the Act authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

WHEREAS, Section 163.387(6)(c)8., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of community policing innovations; and

WHEREAS, after giving due consideration to the utilization of community policing innovations within the Agency's area of operation, the Agency proposed an amendment to the Redevelopment Plan, attached hereto as **EXHIBIT "A,"** to authorize the City and Agency to establish and implement a Community Policing Plan as authorized under the Act; and

WHEREAS, pursuant to the Section 163.358(5), Florida Statutes, the City Council hereby finds that it has the power to approve the development of community policing innovations by the Agency; and

WHEREAS, the City Council and the Local Planning Agency reviewed the plan and found the proposed amendment to the Redevelopment Plan to be consistent with Section 163.360, Florida Statutes and the Comprehensive Plan; and

WHEREAS, the City Council desires to amend the Agency's Community Redevelopment Plan to include a Community Policing Program; and

WHEREAS, the City Council also finds that the Cocoa Downtown area is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment and such area presents unique law enforcement issues and problems that can benefit from the development and implementation of community policing innovations as authorized by the Act; and

WHEREAS, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Downtown Area; and

WHEREAS, the development and implementation of community policing innovations will help preserve the City's and Agency's investment in the Downtown Area and ensure the long term viability and vibrancy of the Downtown Area as a distinct, attractive and safe place to live, work and visit; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance serves a public purpose, is consistent with the Act and Comprehensive Plan, and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 8 – COMMUNITY DEVELOPMENT is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 8. It is intended that the text in Chapter 8 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 8 – COMMUNITY DEVELOPMENT

***

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 and dated October 2018, as amended in September 2022 to authorize a community policing program. A copy the updated redevelopment plan referenced herein shall be maintained on file at city hall.

***

Sec. 8-33. - Powers.

The Cocoa Redevelopment Agency is vested with the following powers pursuant to Florida Statutes; Section 163.370.

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this division.

(b) To disseminate redevelopment information.

(c) To undertake and carry out community redevelopment projects and related activities within its area of operation, such projects to include:

1. Acquisition of a slum area or a blighted area or any portions thereof;
2. Demolition and removal of buildings and improvements;
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the community redevelopment plan;
4. Disposition of any property acquired in the community redevelopment area at its fair value 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 of real property in the community redevelopment project 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 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. Acquisitions, 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 tracks, bridge 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. 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 furnishings or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities or in connection with a community redevelopment project; and to agree to any conditions that it may deem reasonable and appropriate 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 project and related activities, and to include in any contract let in connection with such a project and related activities, provisions to fulfill such of said conditions as it may deem reasonable and appropriate.

(e) Within its area of operation:

1. To acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise except in eminent domain, any real property (or personal property for its administrative purposes) together with any improvements thereon;

2. To hold, improve, clear, or prepare for redevelopment any such property;

3. To mortgage, pledge, hypothecate, or otherwise encumber, or to dispose of any real property;

4. 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;

5. To enter into any contracts necessary to effectuate the purpose of this division.

(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; to redeem revenue bonds issued pursuant to this part 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, the state, county, or other public body, or from any sources, public or private, for the purposes of this division 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 a community redevelopment project and related activities such conditions imposed pursuant to federal laws as the county or municipality may deem reasonable and appropriate and which are not inconsistent with the purposes of this division.

(h) Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this part and with the consent of the city council to contract with any person, public or private, in making and carrying out such plans, which plans may include, but not be limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

2. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment projects and related activities;

3. 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.

(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 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 may be necessary to carry out the purposes of this division.

(m) To close, vacate, plat or replat streets, roads, sidewalks, or other places.

(n) Within its area of operation, to organize, coordinate, and direct the administration of the provisions of this division, as they may apply to the city in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the city, and to establish such offices in order to carry out such purposes most effectively.

(o) To acquire by eminent domain any real property together with any improvements thereon.

(p) Within its area of operation, to authorize and appropriate such funds and make such expenditures to establish and implement a community policing program with appropriate law enforcement agencies.

***

Section 3. Redevelopment Plan Amendment. The City Council, after having conducted a public hearing on the matter for the purpose of giving all interested persons an opportunity to express their views and having considered the recommendations of the Agency, Land Planning Agency and City Staff, hereby approves and adopts the amendment to the Cocoa Redevelopment Agency's Redevelopment Plan as set forth in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference. Said **EXHIBIT "A"** shall be considered a part of the official Redevelopment Plan of the Agency and shall be deemed to be in full force and effect for the Redevelopment Area.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. Section 2 of this Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

COCOA REDEVELOPMENT AGENCY
DOWNTOWN COMMUNITY POLICING PROGRAM
SEPTEMBER 2022

SCOPE OF PROGRAM

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

DEFINITION

The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS

The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

POLICE CHIEF REPORTING TO AGENCY BOARD

The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

POLICE PERSONNEL AND PROGRAM SERVICES

Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a "specialist" in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa's behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

CITY COUNCIL RESERVATION

The City Council hereby reserves the right to suspend or terminate the Program at any time.

Acknowledgements

Cocoa Community Redevelopment Board

Michael C. Blake, Chairman
Lavander Hearn, Vice Chairman
James “Alex” Goins
Herbert “Rip” Dyal
Lorraine Koss
Janne Etz
Candace Rogers

City Staff

Stockton Whitten, City Manager
Samantha Senger, Assistant to City Manager/Public Relations Specialist
Charlene Neuterman, Community Services Director
Lori Chabot, Redevelopment Coordinator

Cocoa CRA Counsel
(Garganese, Weiss, D’Agresta, & Salzman, P.A.)

Anthony A. Garganese, Managing Shareholder
Kristin N. Eick, Senior Attorney

Glatting Jackson Kercher Anglin, Inc. (2008 Waterfront Master Plan)
GAI Consultants – Community Solutions Group (2018 Waterfront Update)
Infrastructure Solutions Services (2018 Waterfront Update)

For More Information:

Community Services Department
65 Stone Street
Cocoa, FL 32922
321-433-8577

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PART I

Background/History/ Importance of the Plan



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.

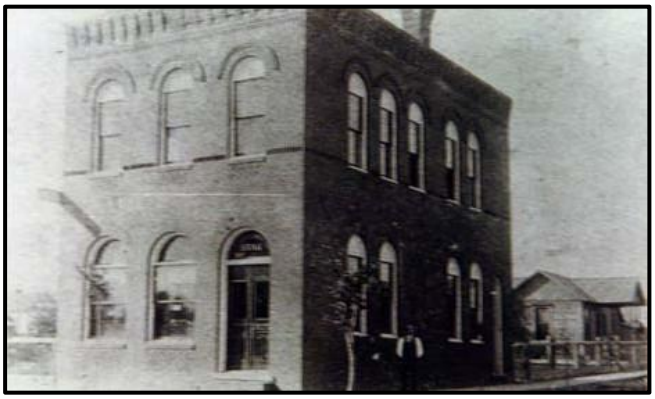




Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters 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.

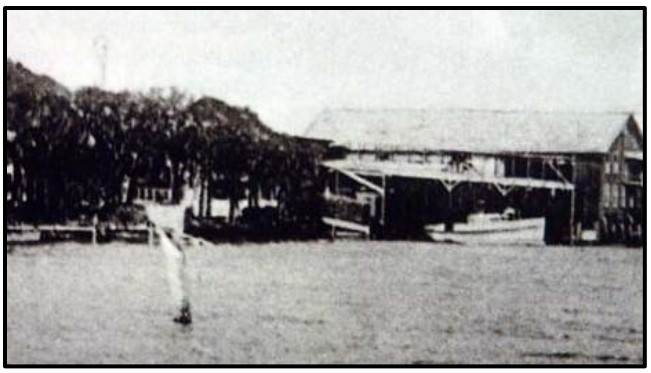
The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of 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:

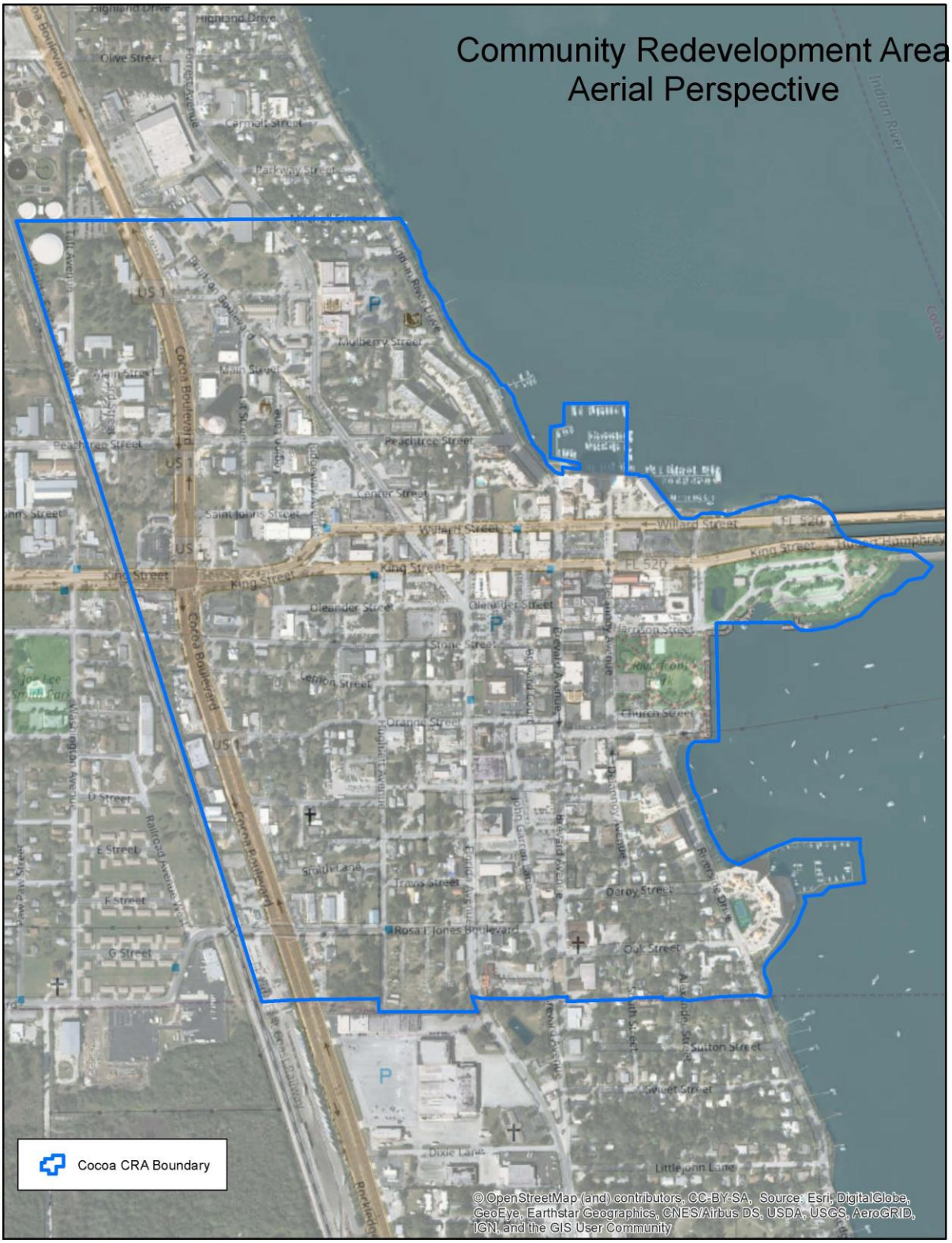
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

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.

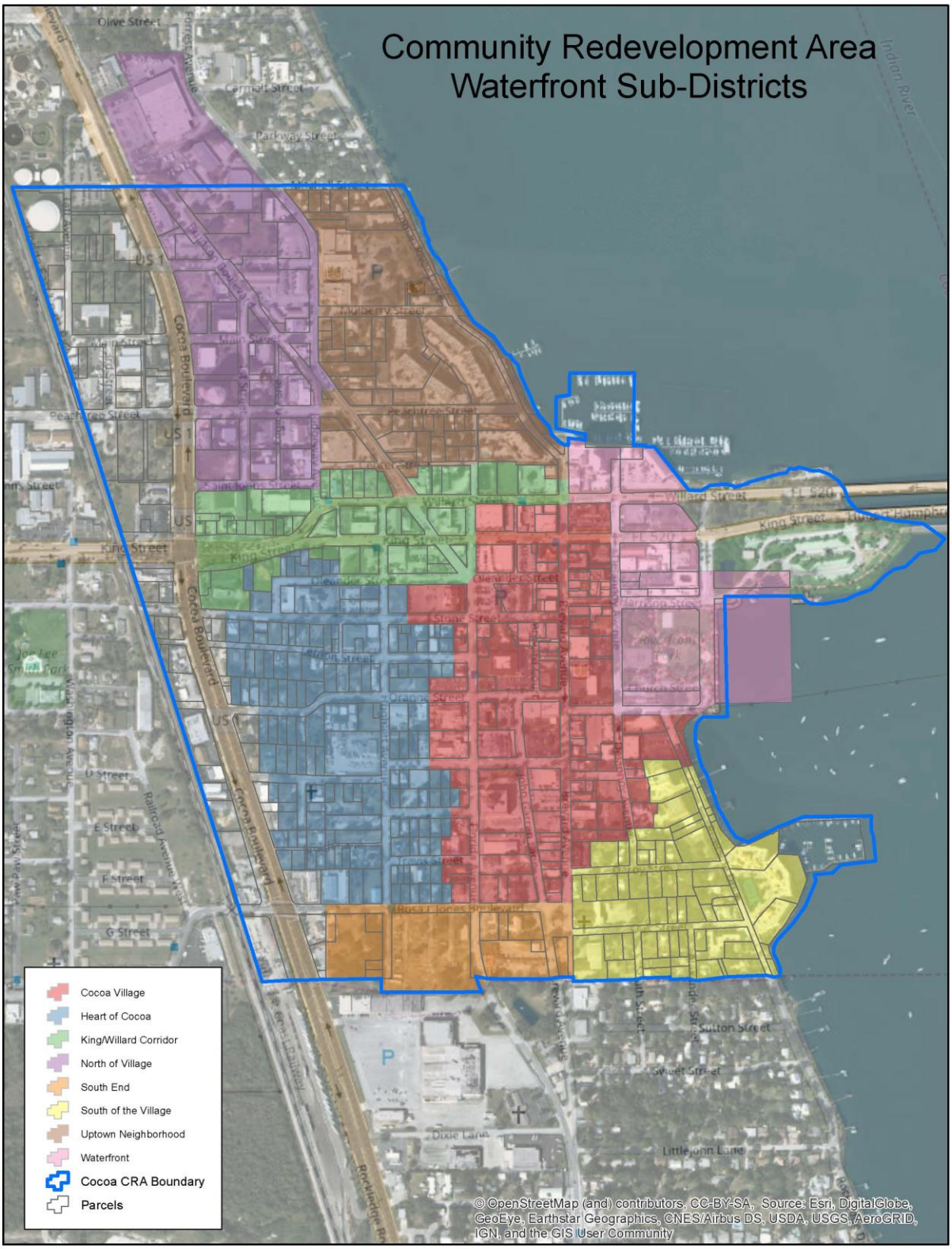
Of the 769 housing units in the Cocoa CRA, 297 are owner occupied (38.6%), 306 are renter occupied (39.8%), and 166 are vacant (21.6%). (U.S. Census Bureau, Census 2010 Summary File 1, ESRI 2018 Forecast). The redevelopment area also serves as the City's historic downtown with a myriad of unique retail 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:

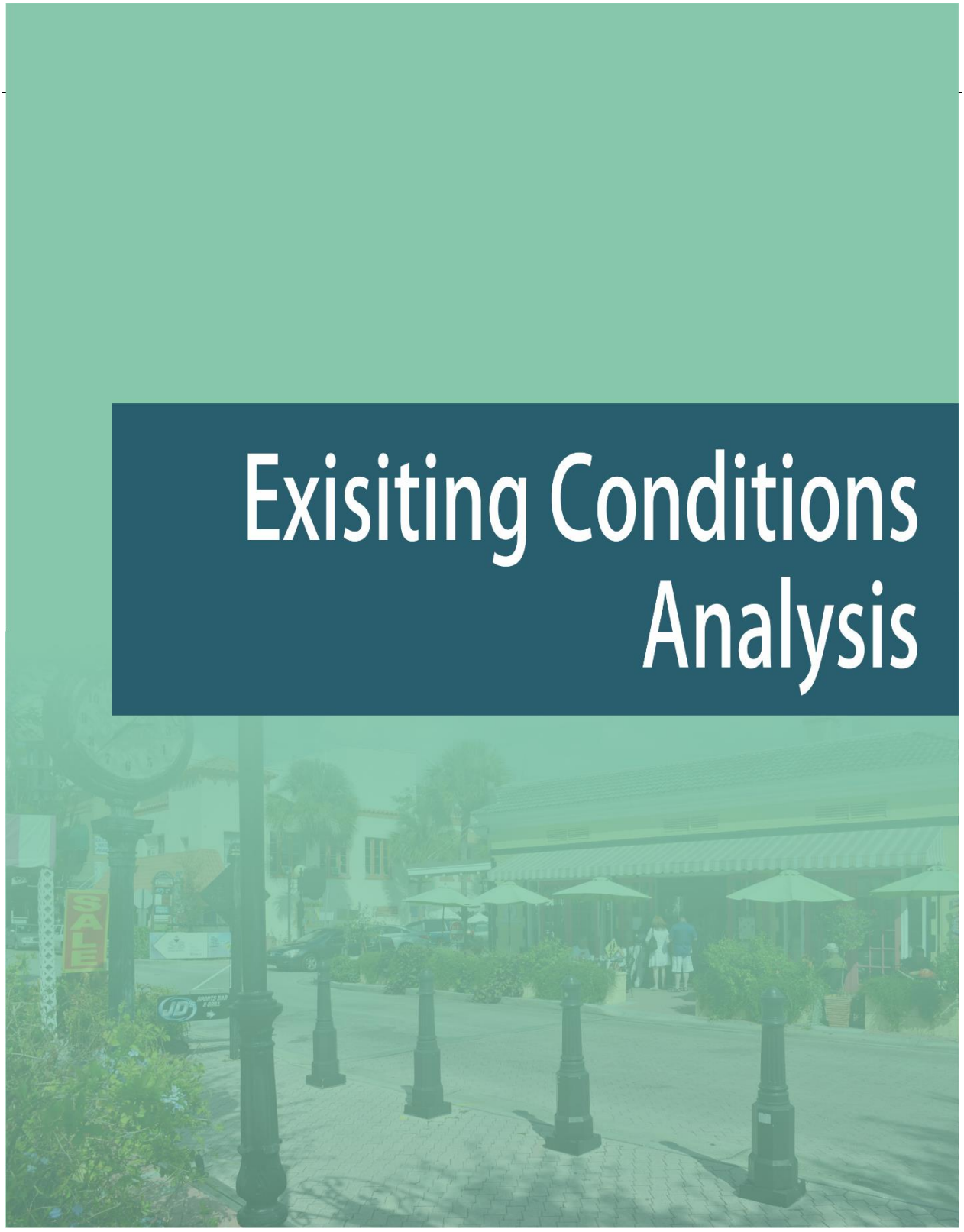
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; 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.

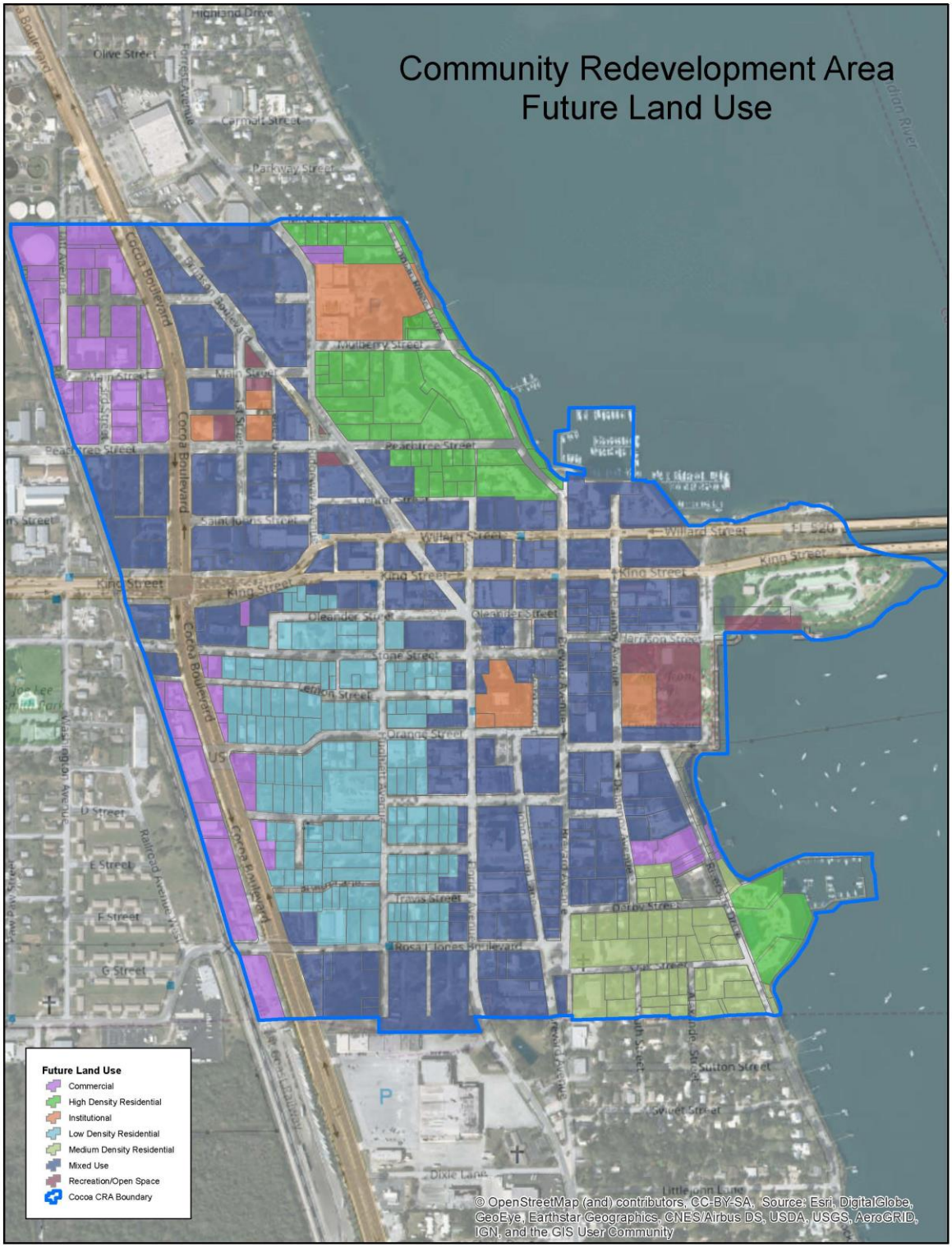
Residential

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)

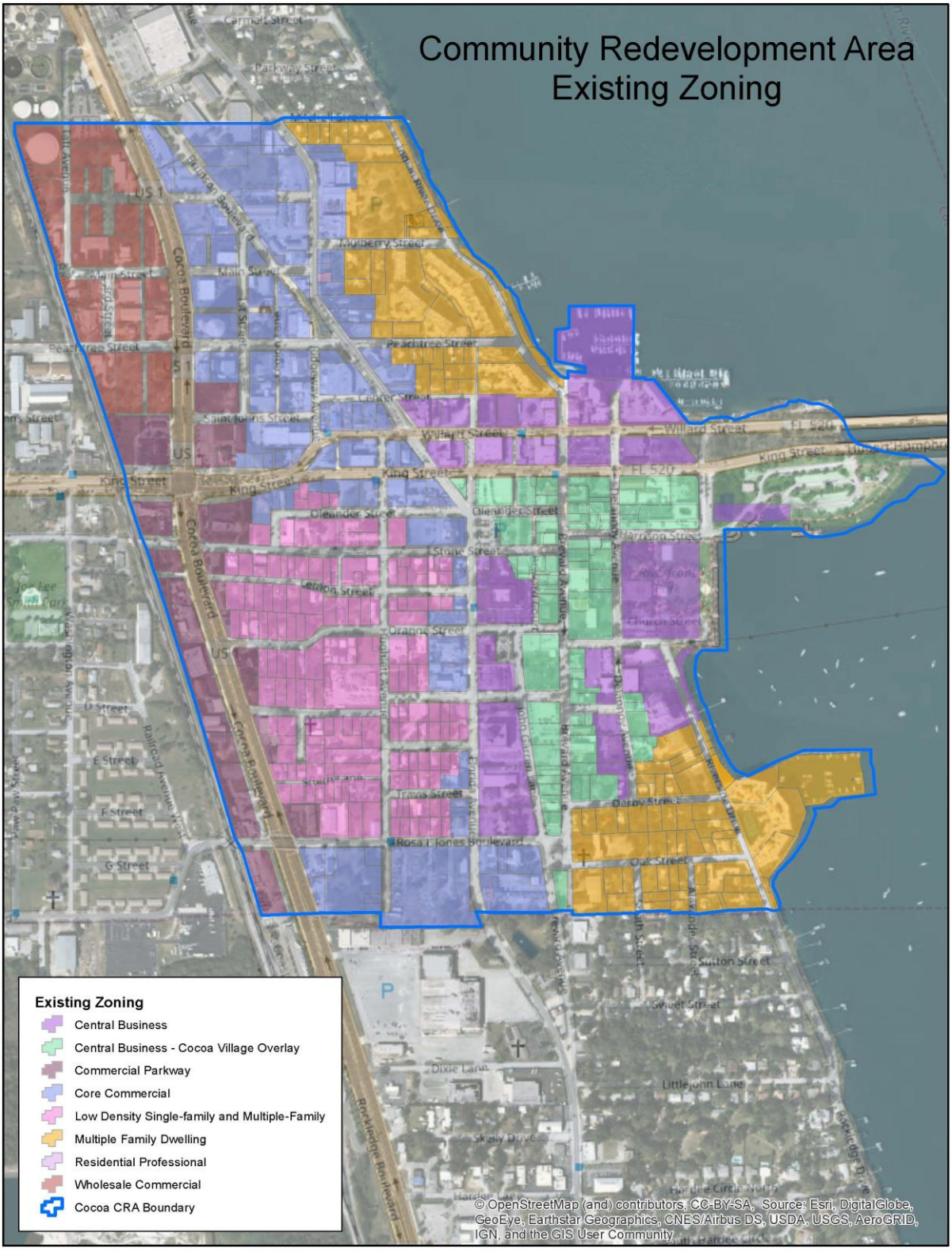
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment 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.

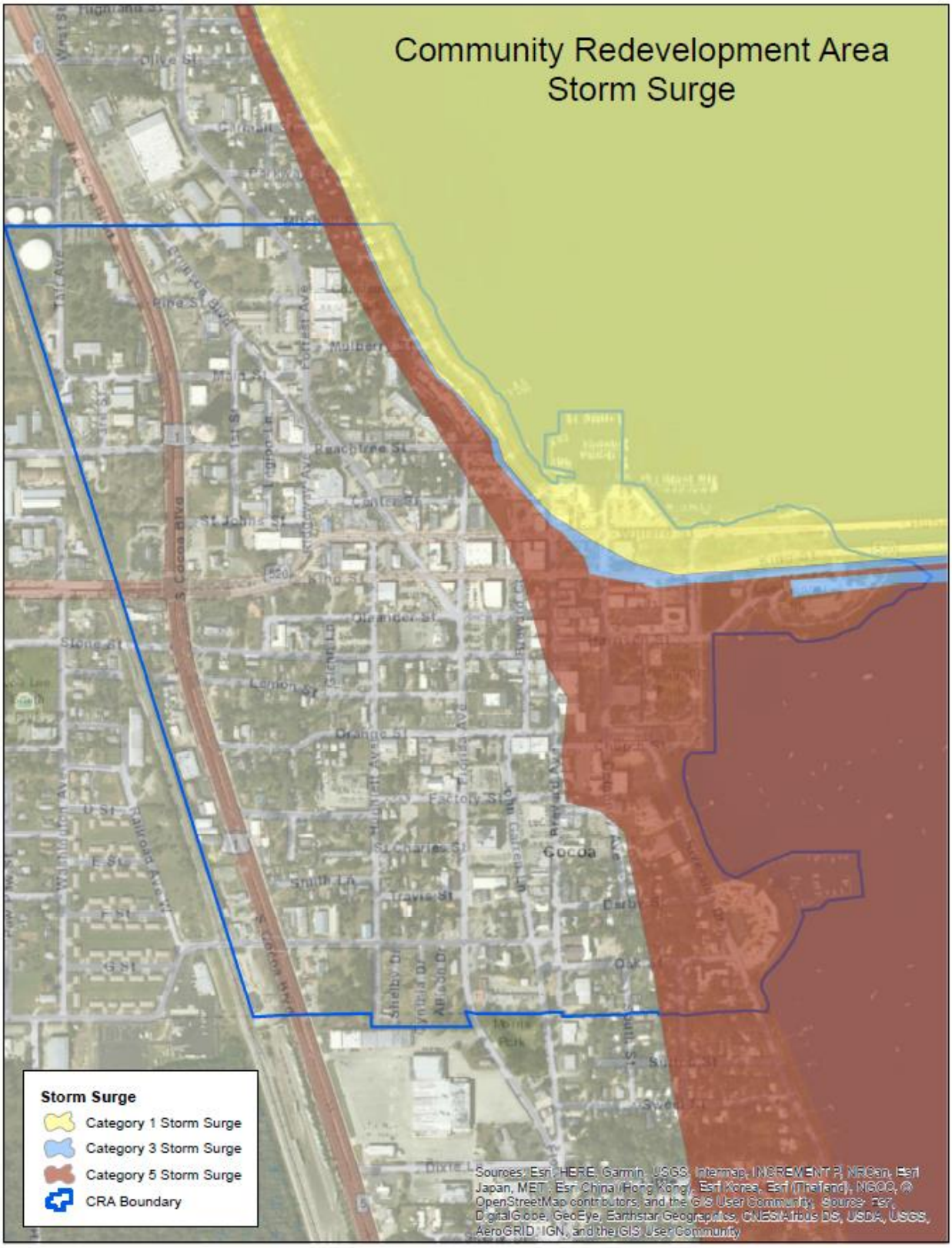
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area 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

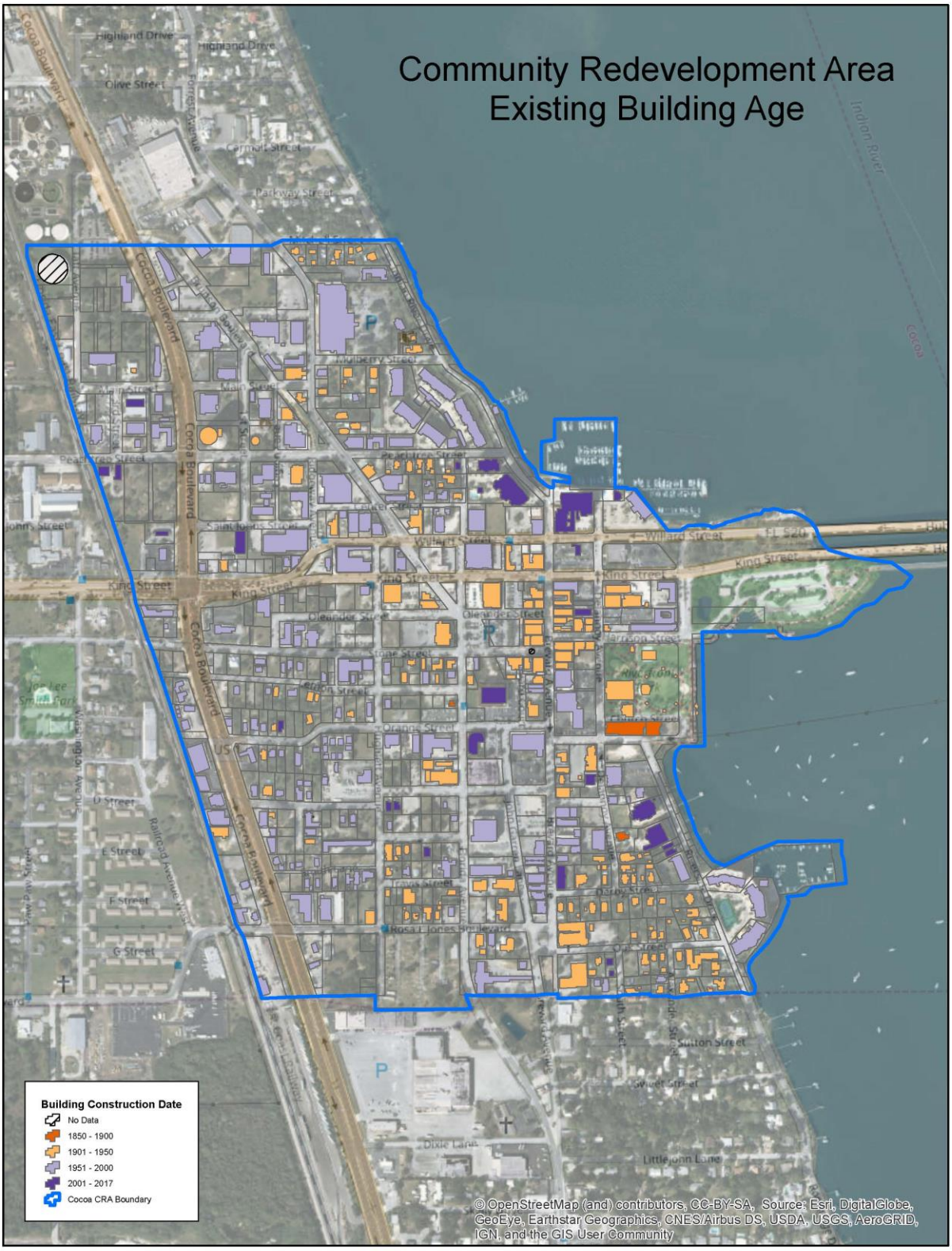
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

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 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 384 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 232 spaces. They averaged the numbers for the two zones and planned the parking garages for 308 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.

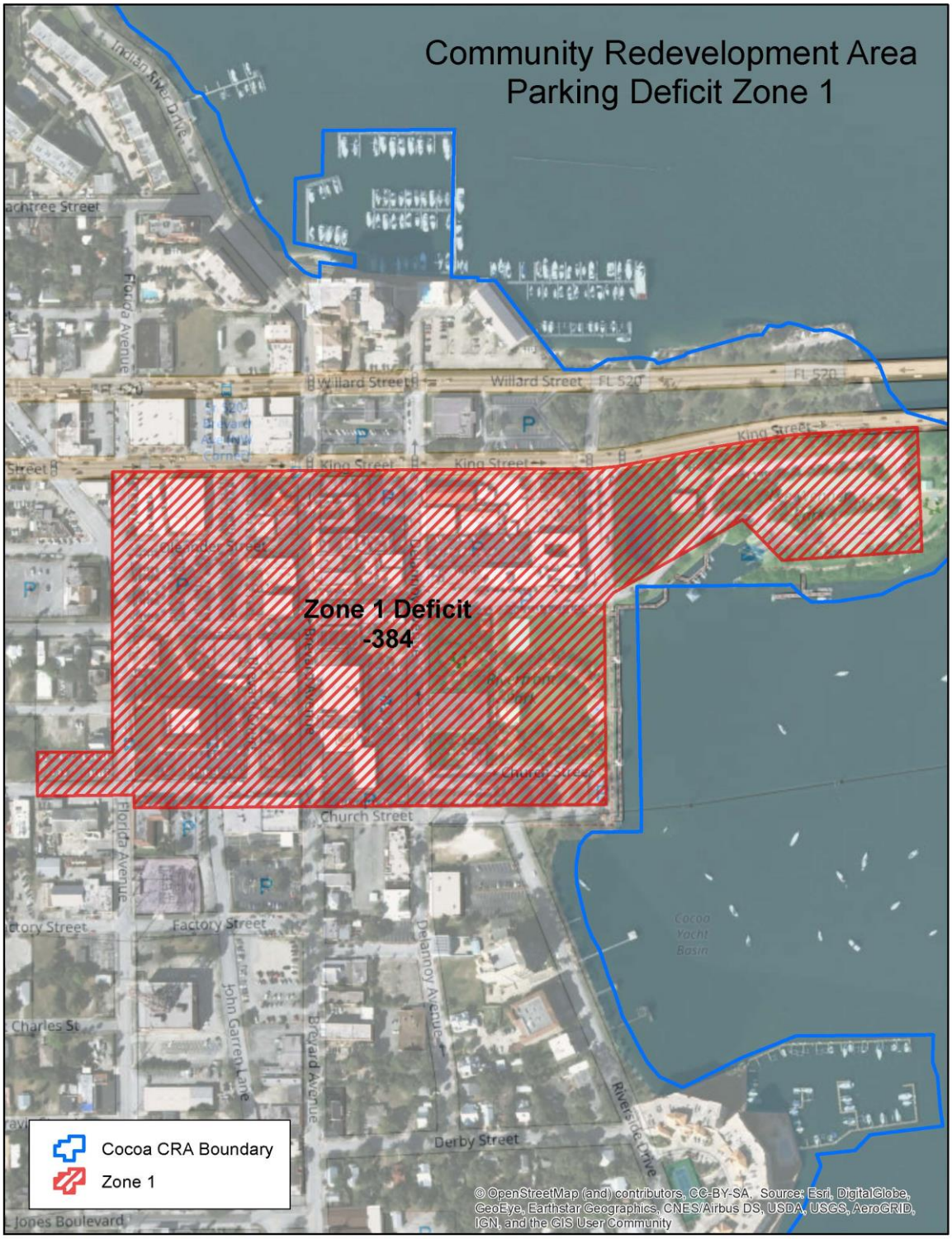
Community Redevelopment Area

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.

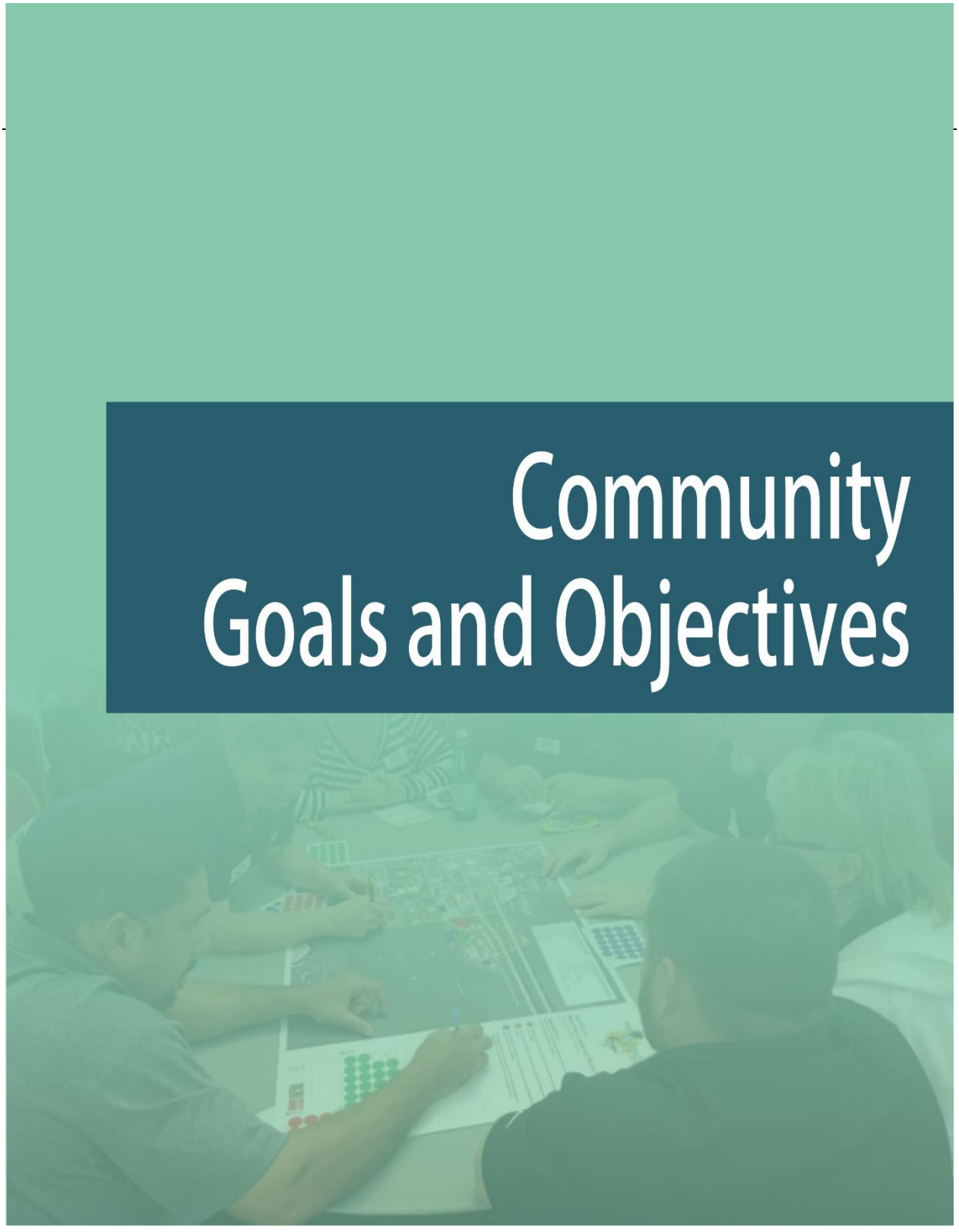
Marine Features

- 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 2022 Cocoa CRA Plan Update

COCOA REDEVELOPMENT AGENCY
DOWNTOWN COMMUNITY POLICING PROGRAM

SCOPE OF PROGRAM
The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

DEFINITION
The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS
The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

POLICE CHIEF REPORTING TO AGENCY BOARD
The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

POLICE PERSONNEL AND PROGRAM SERVICES
Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a “specialist” in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa’s behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

CITY COUNCIL RESERVATION

The City Council hereby reserves the right to suspend or terminate the Program at any time.

During the planning and development of the 2022 Cocoa CRA Plan Update, Staff and Agency Members discussed the Community Policing Initiatives and the Agency Members directed Staff to modify the CRA Plan and bring it back before the Agency and Council for approval.

Planning and Implementation Meetings

- July 5, 2022 – Agency Members authorized Staff to amend the Plan to include enhanced Community Policing Initiatives.
- August 1, 2022 – Agency Members approved the FY2023 Budget that includes Community Policing Initiatives.
- September 6, 2022 – Special Cocoa CRA meeting to approve draft plan
- September 7, 2022 – Regular P&Z Meeting
- September 13, 2022 – Special Cocoa CRA meeting to approve the final plan
- September 27, 2022 – City Council meeting (First Reading)
- October 11, 2022 – City Council meeting (Second Reading) – Adoption

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;

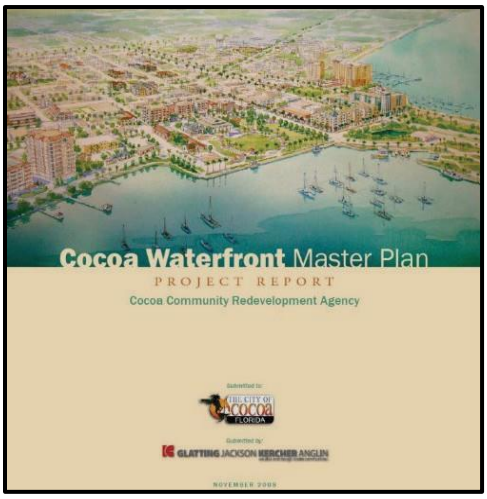
- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

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.



COCOA FLORIDA

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

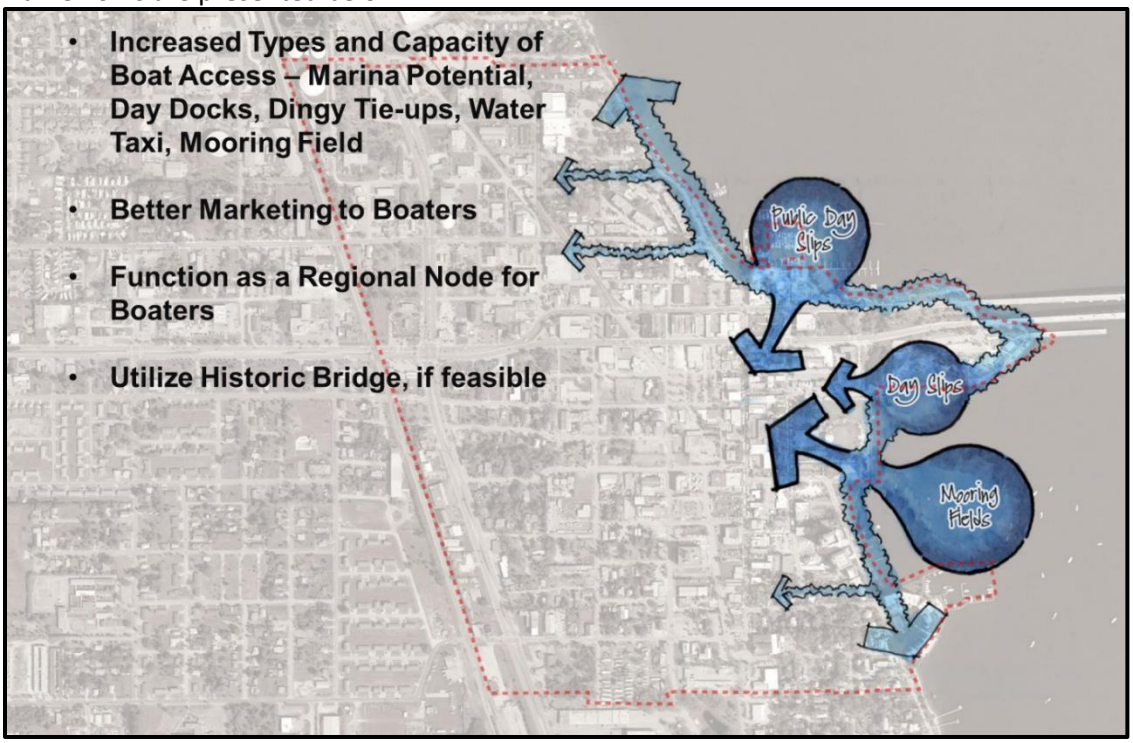
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the

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:

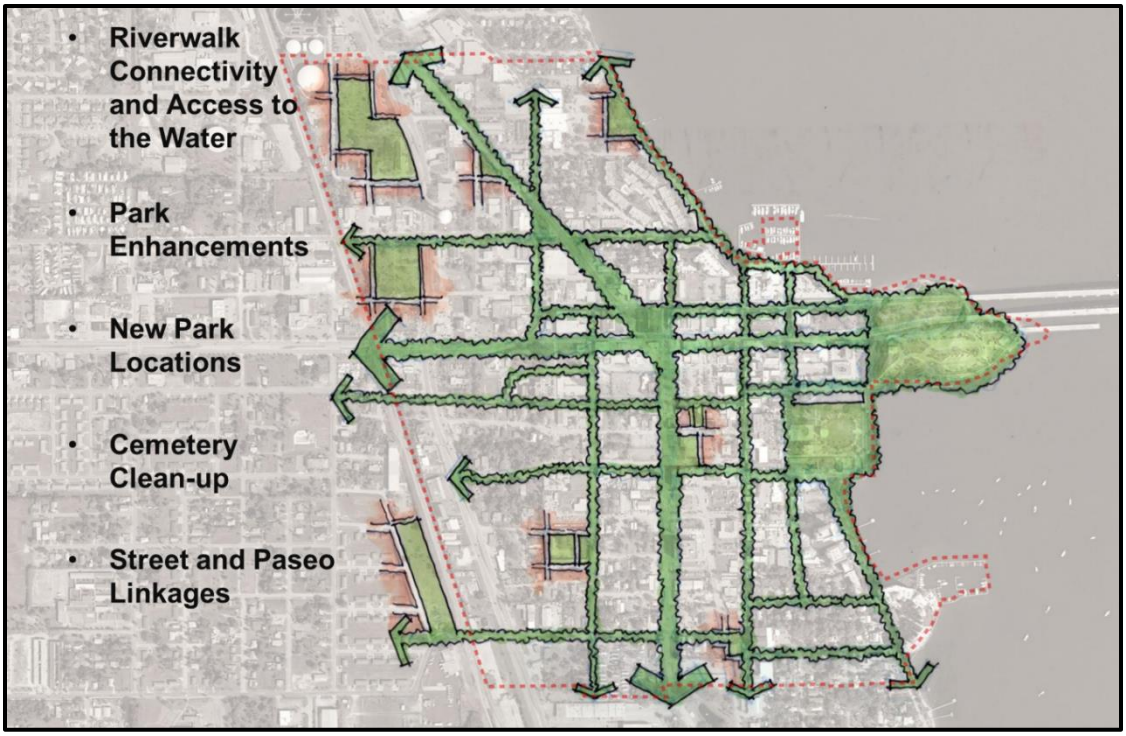
1. Enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the RDA.
2. Strengthen the identity of Cocoa Village through improved gateways, internal wayfinding, and branding downtown Cocoa.
3. Improve pedestrian walkability and livability of streets 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

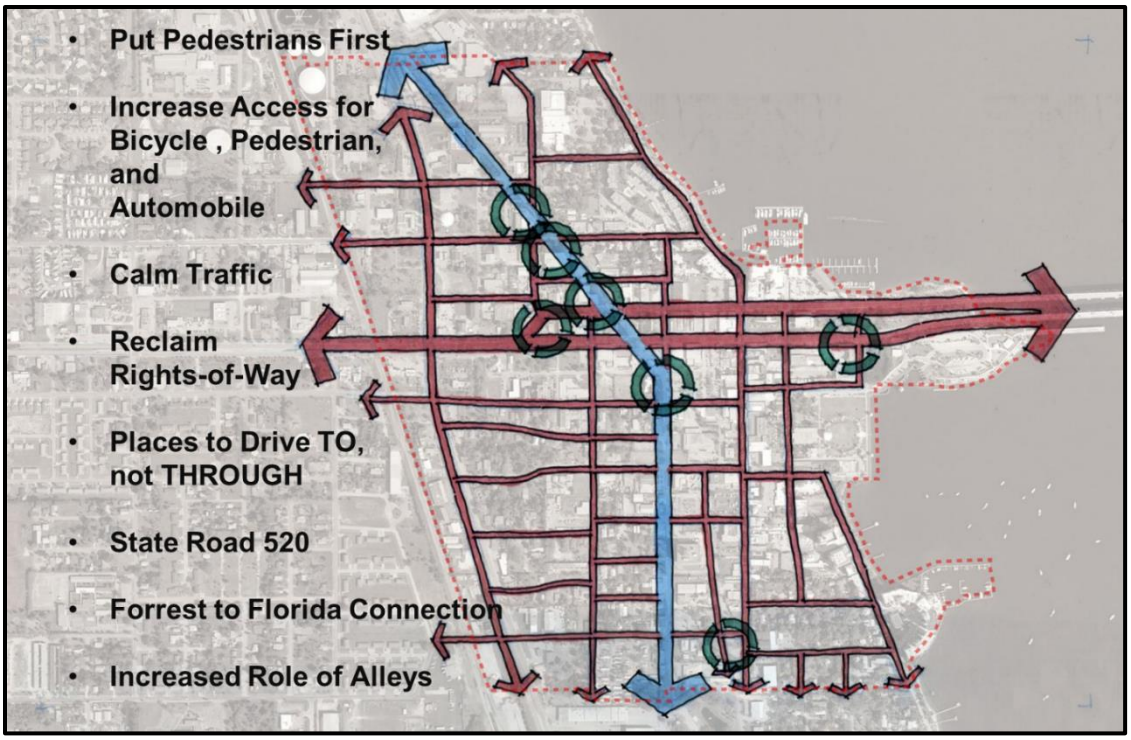
As part of the Public Issues and Opportunities Workshop, the community stakeholders established the following six (6) frameworks to improve the local and regional allure of the Cocoa Village waterfront and downtown vicinity by enhancing pedestrian connectivity, boater access, public identity, and diversity 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:



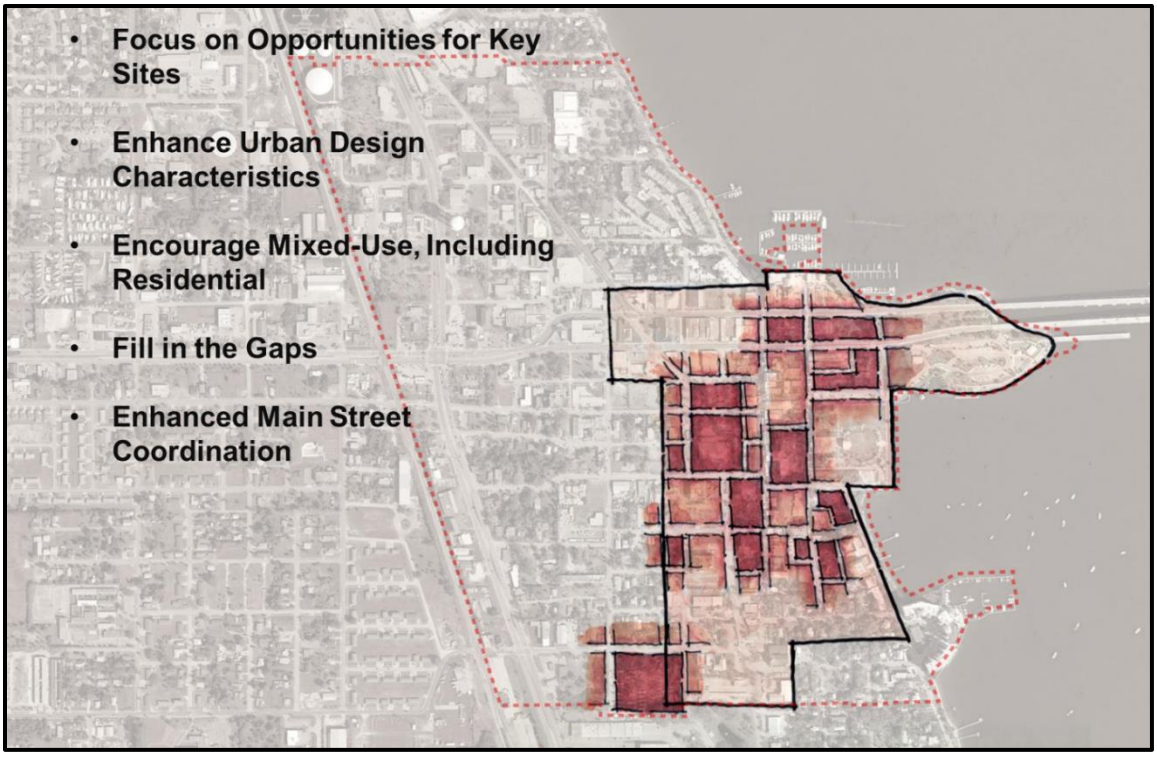
Framework II - *Enhance and Connect Open Space*



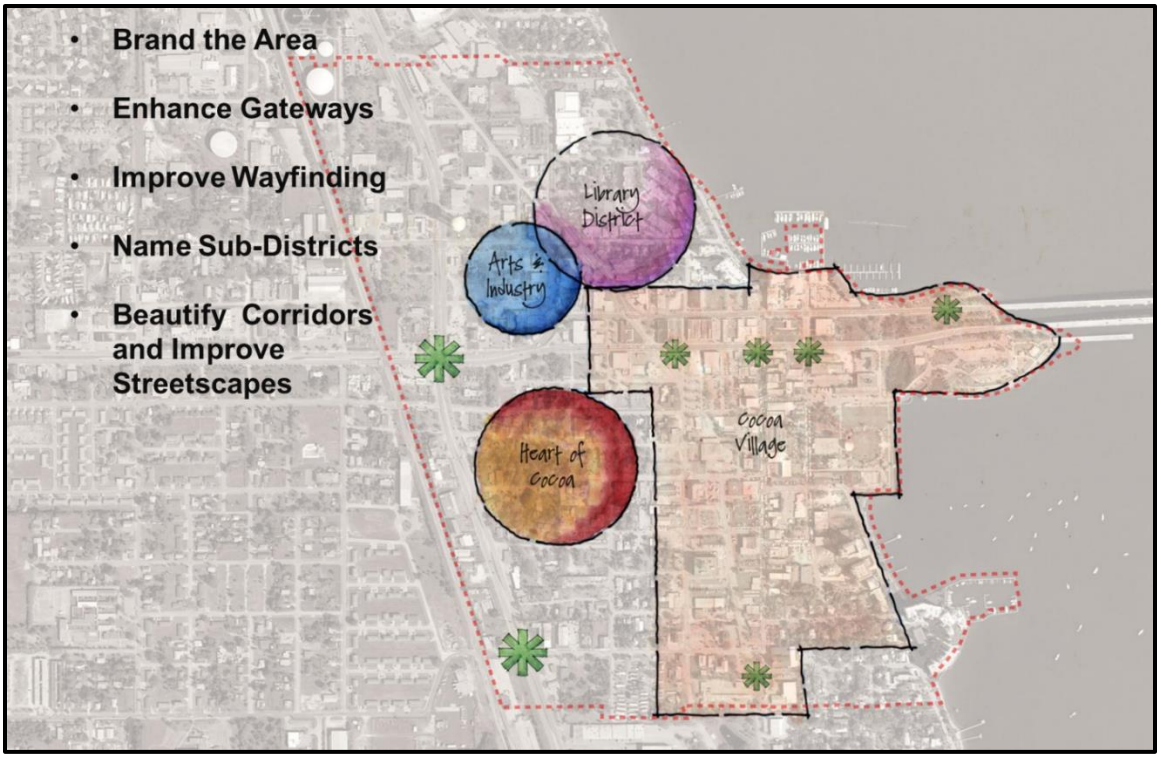
Framework III - *Livable Approach to Streets and Traffic*



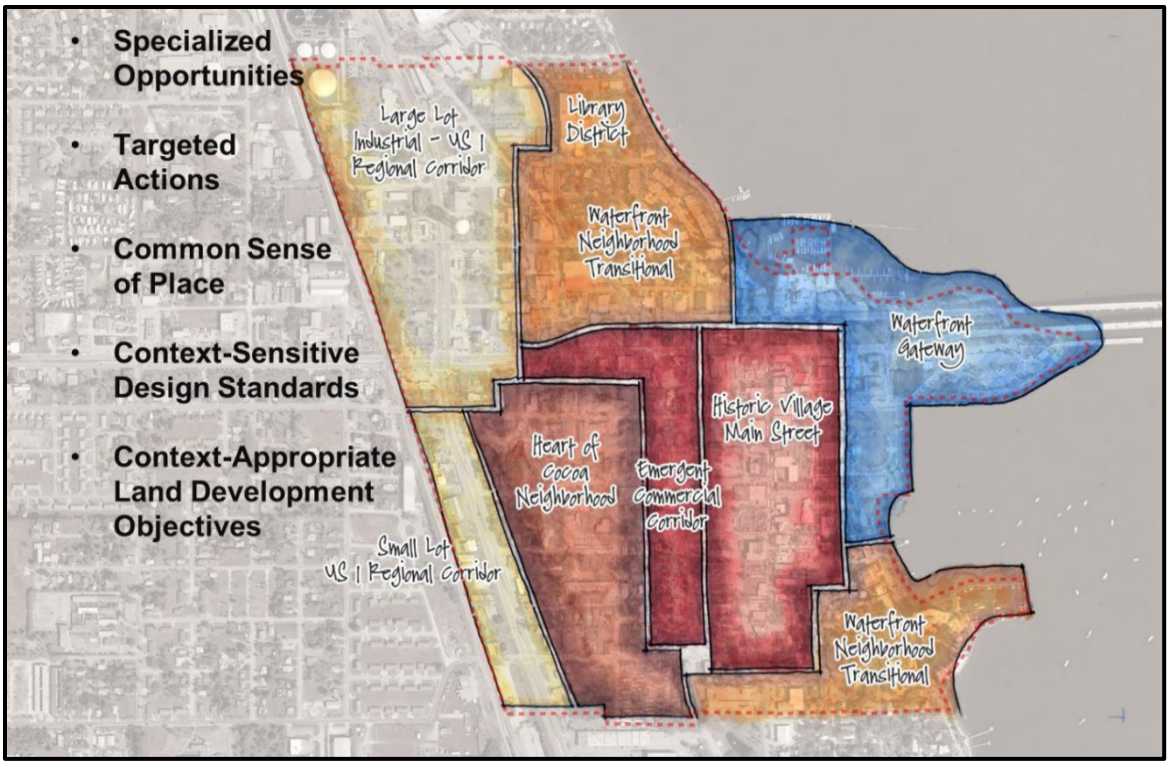
Framework IV - *Expand Main Street District-Wide*



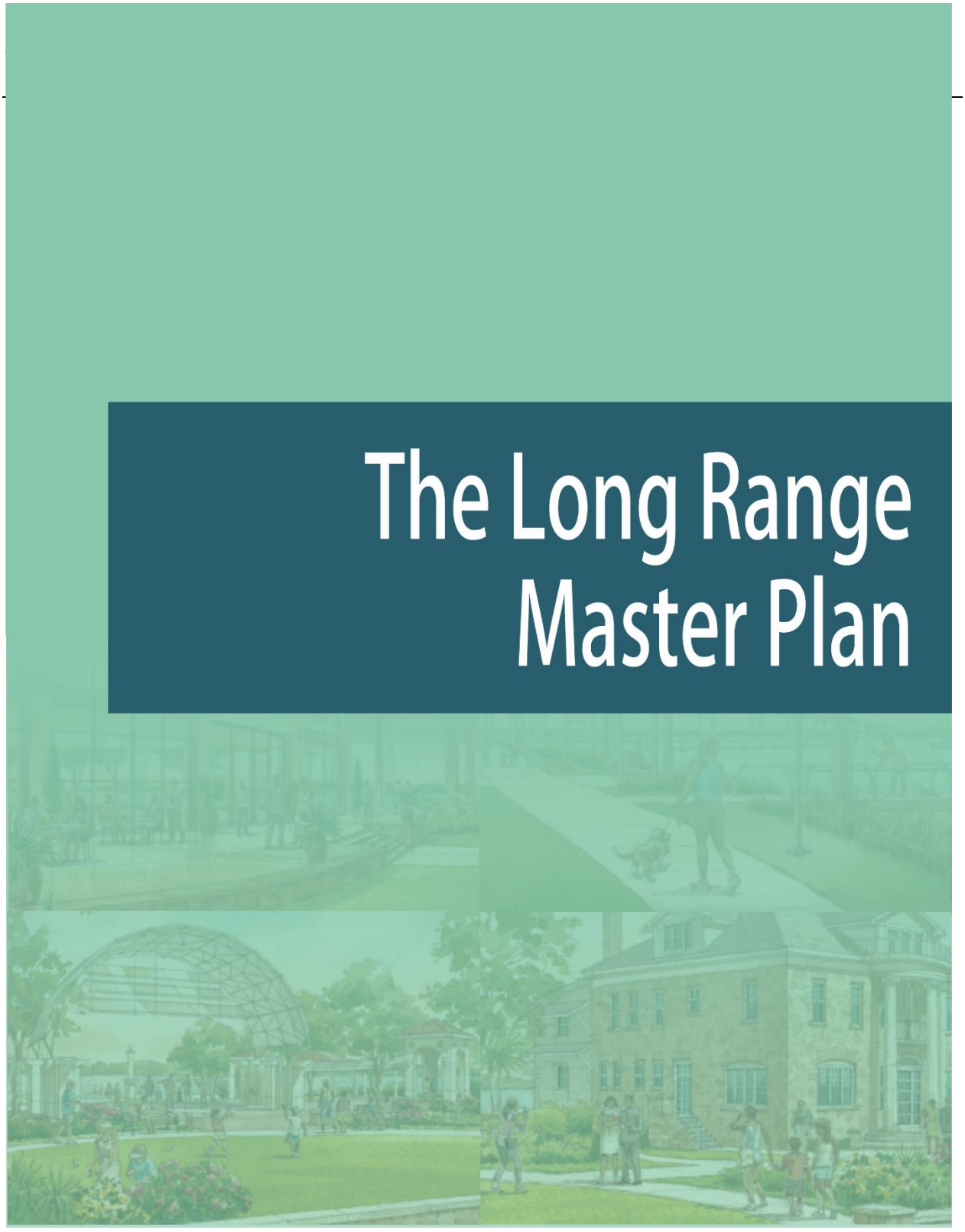
Framework V - *Enhance the Village Arts Image*



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.

3.
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.

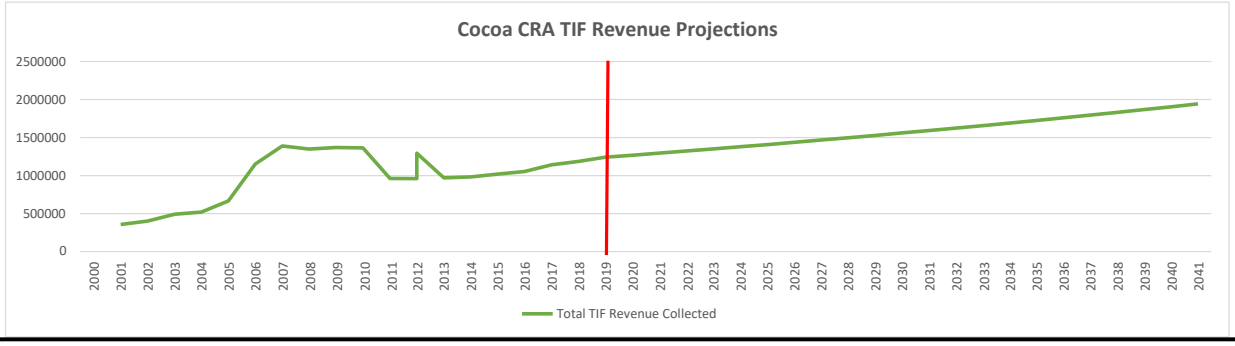
Tax Increment Revenue Projections - Cocoa CRA

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

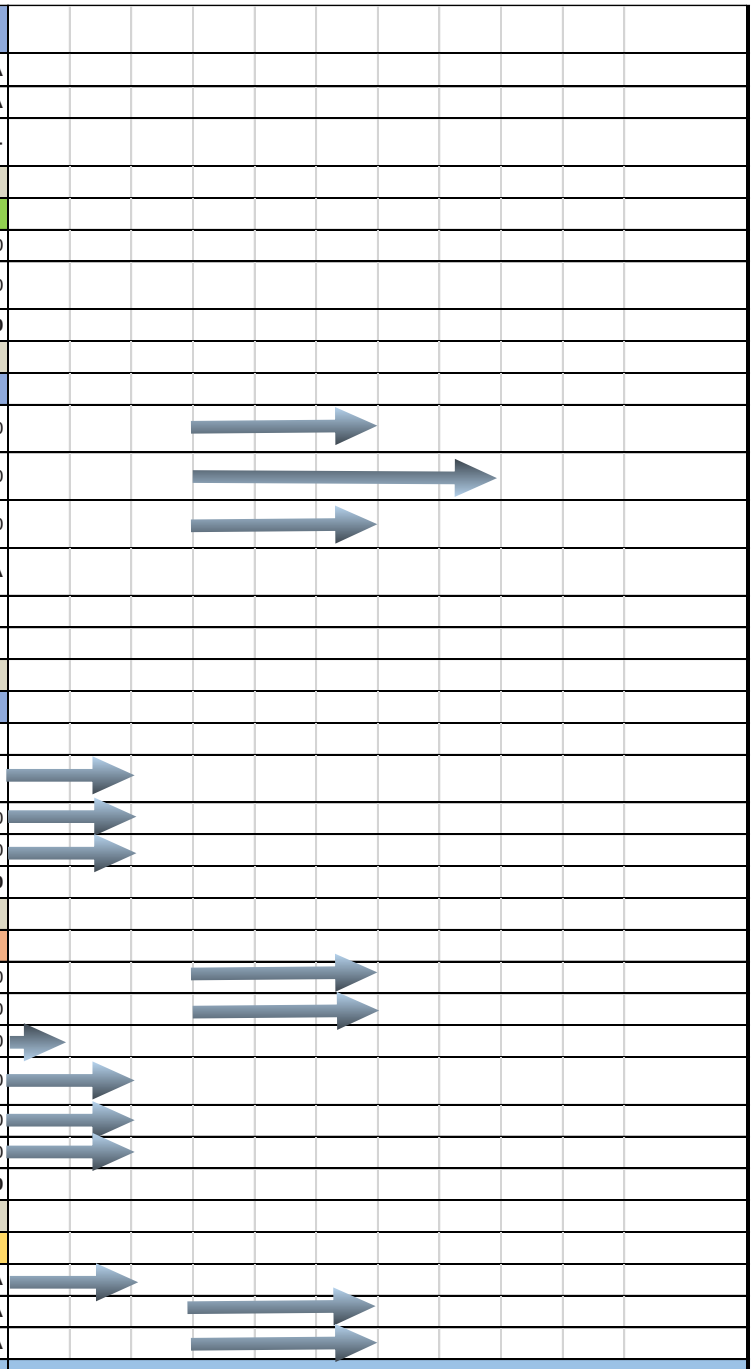
Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & 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

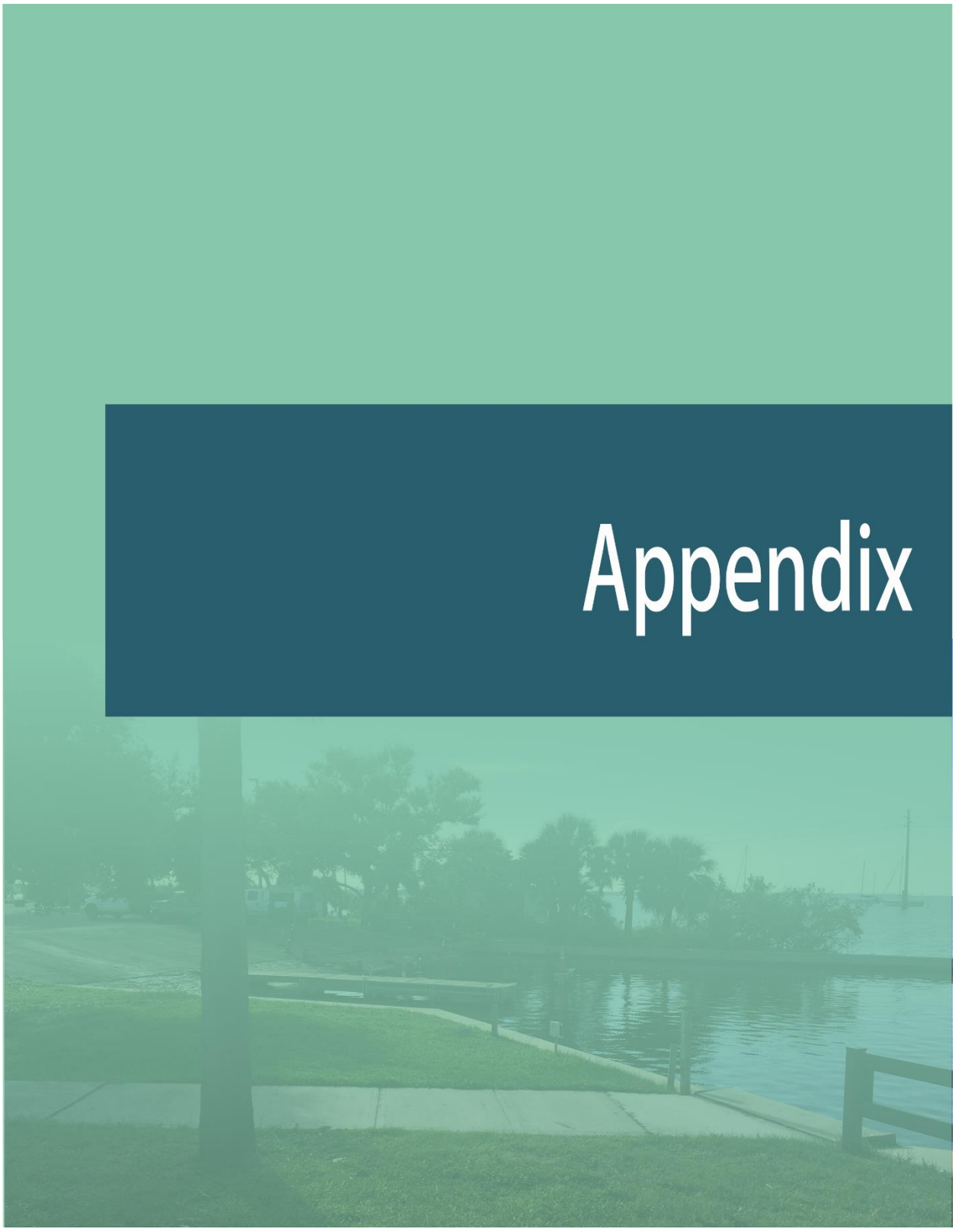
C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
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.

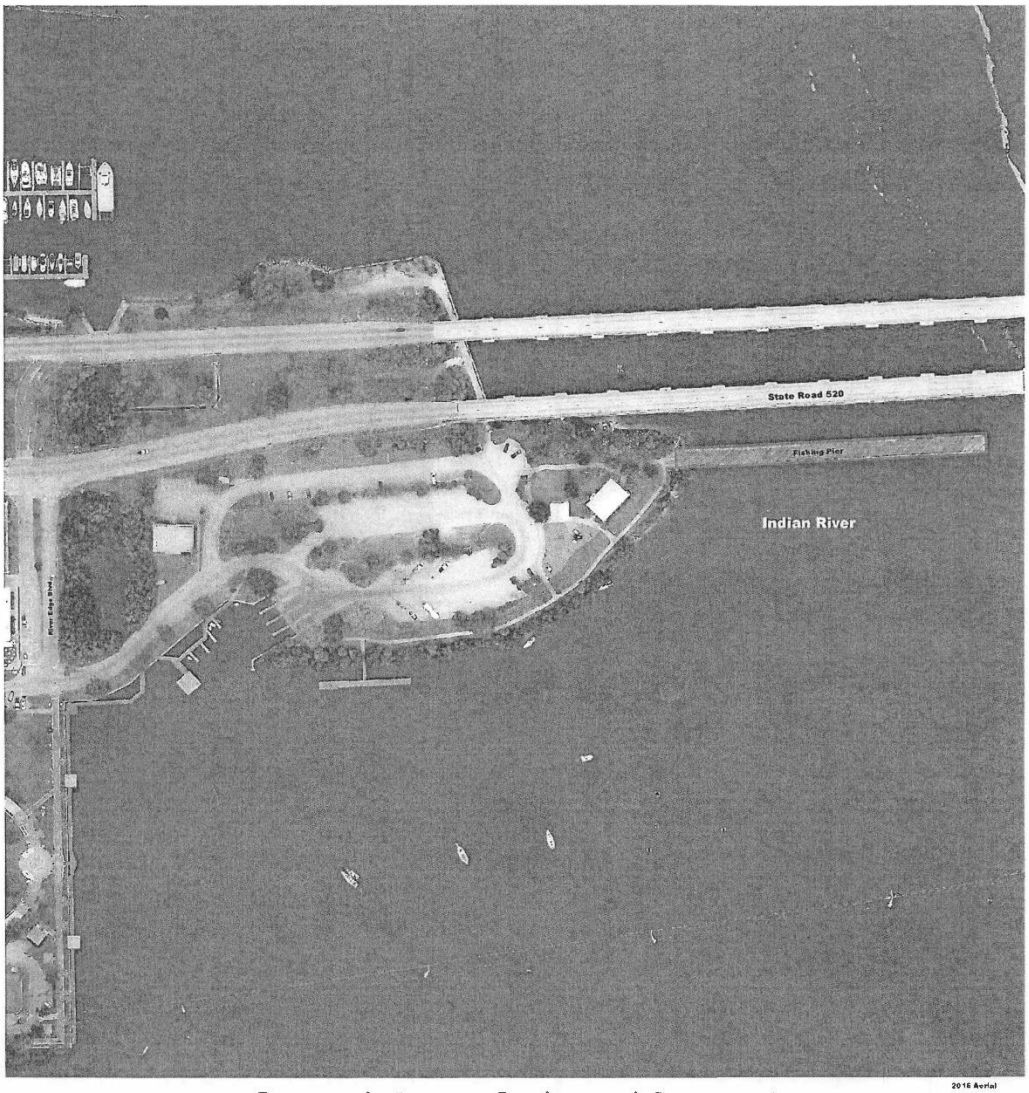
And

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



2016 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 200 Feet

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 2956, 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 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.

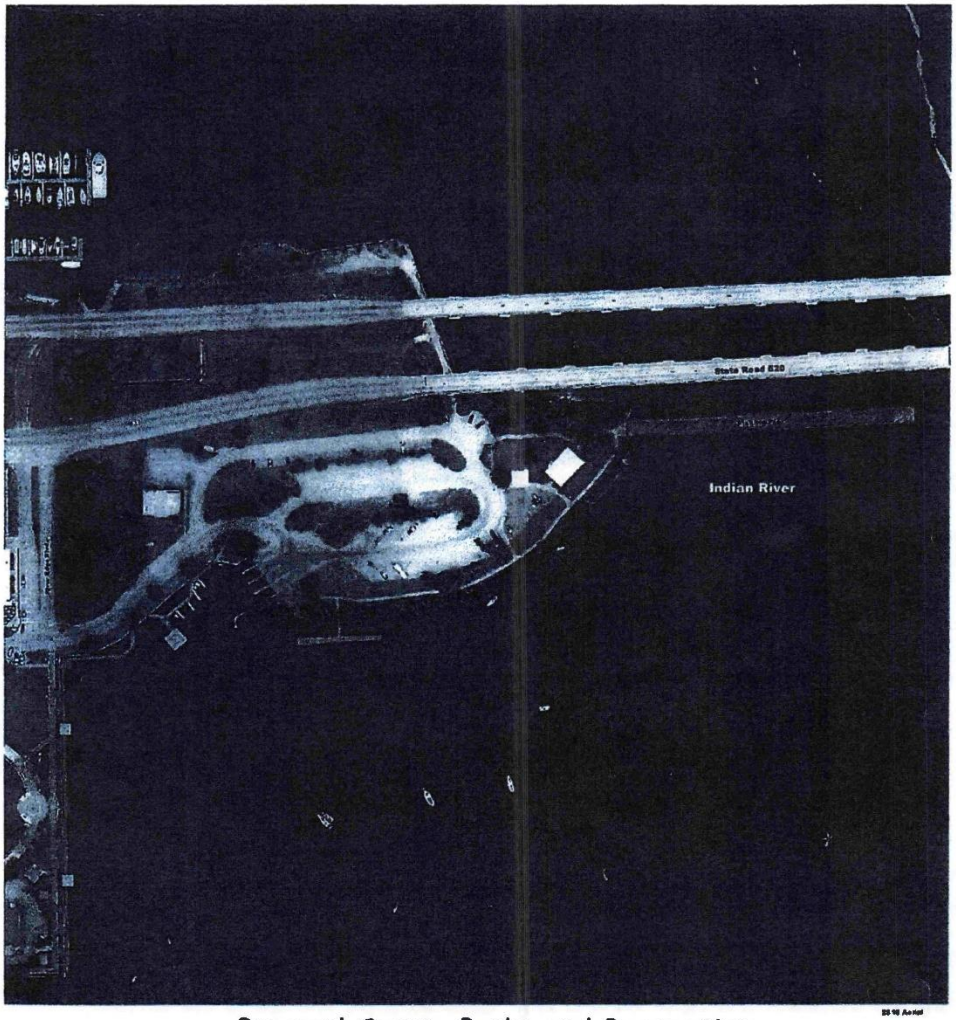
And

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

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

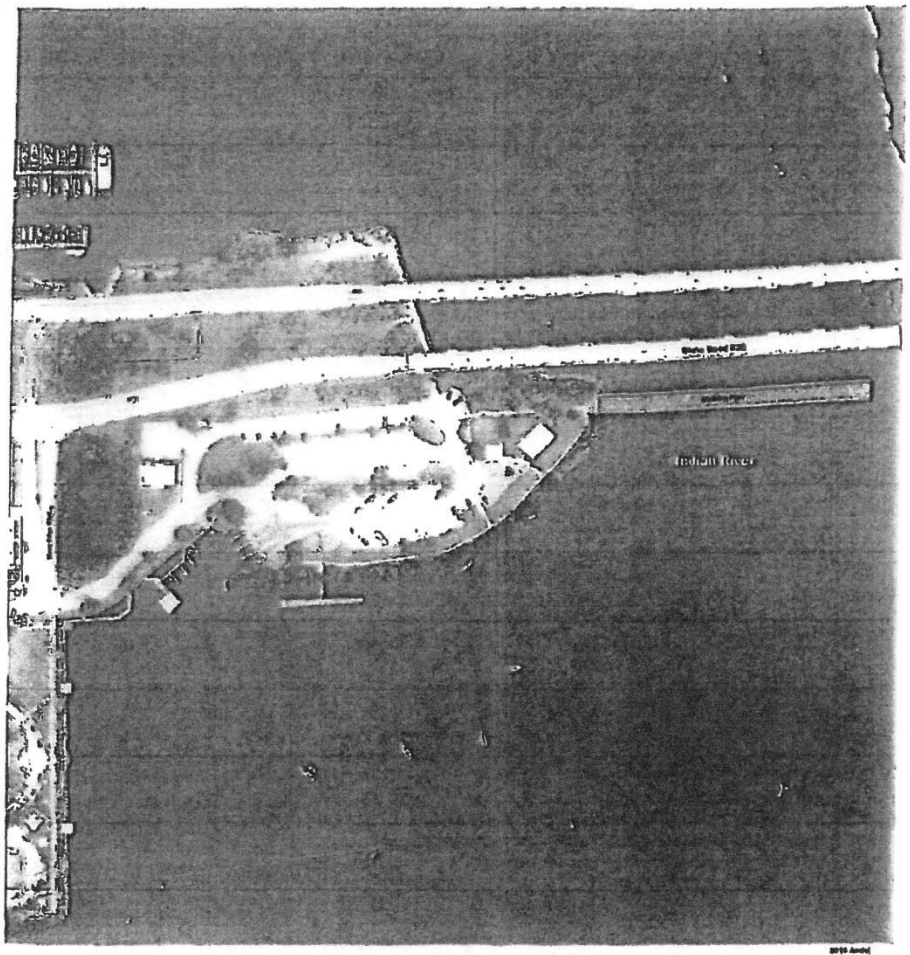
0 50 100 200 Feet

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"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

DISCLAIMER: This map is provided for display purposes only and is not intended for any legal representation.

INTERLOCAL AGREEMENT
BREVARD COUNTY / CITY OF COCOA
PAGE 15 OF PAGE 16
Deed Recorded 1/4/18 19

"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.

A Daily Publication By:

FLORIDA TODAY

FLORIDATODAY.com

A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) dated:
or by publication on the newspaper's website, if authorized, on

08/18/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 18th of August 2022, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

Publication Cost: $317.92
Ad No: 0005378163
Customer No: BRE-6CI200
This is not an invoice
# of Affidavits 1

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#5378163 08/18/2022

CITY OF COCOA NOTICE OF PUBLIC HEARINGS FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA) REDEVELOPMENT PLAN MODIFICATION 2022

Notice is hereby given that the Cocoa Redevelopment Agency and the Land Planning Agency will hold 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 CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

In accordance with the Community Redevelopment Act of 1969, the ordinance, if approved by the City Council, will modify the City Code and Redevelopment Plan of the Cocoa Community Redevelopment Agency. The public hearings are as follows:

Cocoa CRA, Tuesday, September 6, 2022 at 6:00
Land Planning Agency, Wednesday, September 7, 2022 at 6:00 p.m.

The Cocoa CRA and Land Planning Agency will be making a recommendation to the City Council at these hearings and reserve the right to continue or postpone hearings to a date certain without re-advertising. The Cocoa CRA and Land Planning Agency also reserve the right to make additional Plan Amendments at their discretion if deemed necessary. 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 Cocoa CRA and/or Land Planning Agency with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons m ay 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, Community Services Director at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 15th day of August 2022.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-577	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/19/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Comprehensive Plan Text Amendment - Second and Final Reading of Ordinance No. 05-2022 of the City of Cocoa, Brevard County, Florida readopting a Private Property Rights Element pursuant to Section 163.3177, Florida Statutes. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 05-2022 Comp Plan Amendment adding property rights element.pdf LEGAL ADS - October 11 and 25.docx.pdf Legal Ad Jul 6 2022 PZ - July 26 CC (3).pdf DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 11, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Comprehensive Plan Text Amendment - Second and Final Reading of Ordinance No. 05-2022 of the City of Cocoa, Brevard County, Florida readopting a Private Property Rights Element pursuant to Section 163.3177, Florida Statutes.

BACKGROUND:

Ordinance 05-2022 proposes to readopt the Property Rights Element and repeal the Ordinance 05-2021 which was previously adopted by Council. The readoption of the Property Rights Element is required because the previous Ordinance 05-2021 was apparently not transmitted to DEO after first reading as required by the Community Planning Act. The proposed Property Rights Element is the same for both ordinances.

Staff transmitted the proposed ordinance to DEO after first reading on July 26, 2022. DEO provided a response on September 2, 2022, stating it had no comments.

On July 1, 2021, The Florida Legislature passed a new law (Chapter 2021-195, Laws of Florida),

requiring that local governments must adopt a Private Property Rights Element into their comprehensive plans.

The new law was codified in Section 163.3177(6)(i) and provides:

1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

The proposed ordinance utilizes the “statement of rights” suggested by the new law. The City is permitted to adopt its own element, but any element the City chooses to adopt may not conflict with the statement of rights provided in the statute.

The gist of the new law and proposed element is that the City Council must, when applicable, consider private property rights in the decision making process.

Below is the proposed element that will be incorporated into the City’s Comprehensive Plan:

XV - Property Rights Element

GOAL 15.1: The City will respect judicially acknowledged and constitutionally protected private property rights.

Objective 15.1.1: The City will consider when appropriate and applicable judicially acknowledged and constitutionally protected private property rights when making decisions.

Policy 15.1.1.1: In accordance with Florida law requiring governmental entities to respect judicially acknowledged and constitutionally protected private property rights, the following rights shall be considered in local decision making:

A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
D. The right of a property owner to dispose of his or her property through sale or gift.

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region

Staff Finding: The proposed addition of private property rights element will not impact the city's budget or the economy of the region.

b. Whether the proposal will diminish the service level of public facilities

Staff Finding: The proposed private property rights element will not negatively impact or diminish the service level of public facilities.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region

Staff Finding: The text amendment will not impact any natural or historical resources.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code

14) State Comprehensive Plan, Chapter 187,201(14) Private Property Right

(a) Goal.-Florida shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government action.

(b) Policies.-

1. Provide compensation, or other appropriate relief as provided by law, to a landowner for any governmental action that is determined to be an unreasonable exercise of the state's police power so as to constitute a taking.

2. Determine compensation or other relief by judicial proceeding rather than by administrative proceeding.

3. Encourage acquisition of lands by state or local government in cases where regulation will severely limit practical use of real property.

Staff Finding: The proposed new element ensures that their judicially acknowledged and constitutionally protected rights are secure.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan

Staff Finding: The proposed new element would not alter the City's ability to provide service capacity to lands.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses

Staff Finding: The proposed new element will not change the FLU designation of any parcel of land.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Staff Finding: The proposed new element will not affect the ability of people to find adequate housing reasonably accessible to their places of employment.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed new element is consistent with the following Comprehensive Plan policies:

Objective 1.1.5: Neighborhood Protection. The city shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council reconducted a transmittal hearing at the July 26, 2022 meeting. Council passed the associated Ordinance on first reading.
City Council conducted a transmittal hearing on December 14, 2021 and adoption hearing on February 22, 2022. With legal ads published on October 20, 2021 and February 7, 2022. There is no record of a transmittal to the State of Florida Department of Economic Opportunity and the City is required to conduct the transmittal hearing again.

RECOMMENDED MOTION:

Staff recommends that Council adopt Ordinance 05-2022 on its second and final reading pursuant to Section 163.3177, Florida Statutes adopting a Private Property Rights Element as a new section in the City of Cocoa's Comprehensive Plan.

ORDINANCE NO. 05-2022

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

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, during the 2021 Legislative Session, the Florida Legislature adopted, and Governor DeSantis signed into law, Chapter 2021-195, Laws of Florida requiring local governments to amend their comprehensive plans to include a property rights element; and

WHEREAS, the City of Cocoa recognizes the importance of property rights and desires to expeditiously comply with the new law by adding a property rights element to its Comprehensive Plan; and

WHEREAS, the City Council previously adopted Ordinance No. 15-2021 establishing a Property Rights Element, but due to a transmittal situation must readopt the Property Rights Element and transmit it to the Florida Department of Economic Opportunity; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the City's Land Planning Agency has reviewed and made a recommendation regarding this Ordinance at a duly held public meeting as required by law; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council 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 Cocoa.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and Chapter 2021-195, Laws of Florida.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Addition of Property Rights Element.** The City of Cocoa Comprehensive Plan is hereby amended as set forth below (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the text of said Comprehensive Plan that shall remain unchanged in the City's Comprehensive Plan):

City of Cocoa

Comprehensive Plan

*** * ***

XV – PROPERTY RIGHTS ELEMENT

GOAL 15.1: The City will respect judicially acknowledged and constitutionally protected private property rights.

Objective 15.1.1: The City will consider when appropriate and applicable judicially acknowledged and constitutionally protected private property rights when making decisions.

Policy 15.1.1.1: In accordance with Florida law requiring governmental entities to respect judicially acknowledged and constitutionally protected private property rights, the following rights shall be considered in local decisionmaking:

A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

D. The right of a property owner to dispose of his or her property through sale or gift.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict including Ordinance No. 15-2021.

Section 6. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 7. **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 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Council enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of October, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Legal Ad Published: 06/21/2022
First Reading and Transmittal Hearing: 07/26/2022
Second Legal Ad Published: 10/05/2022
Final Reading and Adoption Hearing: 10/11/2022
Effective Date: See Section 8

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005431796
Pymt Method Invoice
Net Amount 468.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/05/22

Text of Ad:

Ad#5431796 10/05/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

1. Ordinance 07-2022 Large Scale Comprehensive Plan Text Amendment

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

2. Ordinance 05-2022 Property Rights Comprehensive Plan Amendment

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

CITY COUNCIL WILL CONSIDER ITEMS 1and 2 ON October 11, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

3. Ordinance 10-2022 Conforming Central Business District Amendment

FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DE

VARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEM 3 ON
October 11, 2022 for First Reading and October 25, 2022 for Second Reading AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org .

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

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

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005304073
Pymt Method Invoice
Net Amt: $558.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/21/22

Text of Ad:

AD#5220693, 06/21/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING,
COMPREHENSIVE PLAN AMENDMENTS
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

B. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AND MORE SPECIFICALLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF AFFECTED REAL PROPERTY OF APPROXIMATELY 4.5 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED USE LAND USE ON THE FUTURE LAND USE MAP AND DESIGNATED COCOA VILLAGE SUBDISTRICT WITH A COMMERCIAL/MIXED USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; PROVIDING FACTORS TO BE CONSIDERED BY CITY COUNCIL WHEN CONSIDERING WHETHER TO APPROVE SUCH PROJECTS BY DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

C. **PZ-21-00100003 – Preliminary Subdivision (River Walk)**
Approval of a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop 25 single-family residential lots along with stormwater tracts and a recreational tract located on the Indian River. The subject property is located between Highway US1 and Indian River Drive, approximately 1400 feet north of Dixon Boulevard, along with a recreational tract and one residential lot on the Indian River. Subdivision will access only from Indian River Drive with no access to Highway US 1. Subject Property contains +/- 11.35 acres

Property contains +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1

D. **PZ-21-00X0000X - Large Scale Site Plan (River Walk)**
Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article III, Section 1(D), to construct a new 25 lot single-family subdivision and stormwater improvements on +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 6, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS (except Item D., Large Scale Site Plan) ON
July 26, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Cynthia Thurman, Planning and Zoning Manager, at (321) 433-8510 or Cthurman@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Thurman via email or mail at least three (3) days prior to the hearing.

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

September 2, 2022

The Honorable Michael C. Blake
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Blake:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for City of Cocoa (Amendment No. 22-01ESR) received on August 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,

Kelly Corvin

Kelly Corvin, CPM, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Angela Essing, AICP, Growth and Economic Development Director, City of Cocoa
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Legislation Details (With Text)

File #:	22-575	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/19/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments:
Ordinance No. 07-2022 FLU Text Amendment - Downtown Density 6.27.22 (1).pdf
2018 Cocoa CRA Plan Update FINAL (9-19-18).pdf
2008 Cocoa Waterfront Master Plan.pdf
CWOD (effective 4-13-2021).pdf
CWOD Regulating Plan Map 4-13-2021.pdf
Brevard County Schools Preliminary Letter-City of Cocoa.pdf
Map of proposed lots (1).pdf
DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.pdf
Legal Ad Jul 6 2022 PZ - July 26 CC.pdf
LEGAL ADS - October 11 and 25.docx.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 11, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of a Comprehensive Plan Text Amendment: Second and Final Reading of Ordinance No. 07-2022 to create a comprehensive plan policy in the Future Land Use Element authorizing the City Council to approve by development agreement residential densities of up to 125 dwelling units per acre related to vertical mixed use projects within a very limited geographical area of approximately 4.5 acres, more or less, and designated mixed use on the future land use map and designated a Cocoa Village Subdistrict with a commercial/mixed use large (cl) building type on the

Cocoa Waterfront Overlay District Regulating Plan; under certain terms and conditions deemed necessary and acceptable to the City Council by development agreement.

BACKGROUND:

The proposed comprehensive plan amendment has been administratively initiated by the City of Cocoa and is being presented pursuant to the requirements of the Chapter 163, Florida Statutes, Community Planning Act, and Section 15-1 of the City Code. The Land Planning Agency (LPA) is required to make recommendations to the City Council regarding proposed comprehensive plan amendments based on the criteria set forth below. The LPA, at their meeting on July 6, 2022, recommended approval of the proposed amendment for the reasons expressed below.

Pursuant to the Community Planning Act, the action item at the July 26, 2022 was considered a transmittal hearing. The City Council was required to conduct a transmittal (public) hearing regarding the proposed ordinance because it proposes to amend the text of the City's Comprehensive Plan, Future Land Use Element. The City Council adopted the ordinance on First Reading at the transmittal (public) hearing, and City Staff has transmitted the proposed ordinance and all supporting documentation to the Department of Economic Opportunity and all reviewing agencies for written comment. The DEO and other reviewing agencies had no comments regarding the proposed amendment.

On March 10, 2022 a potential mixed use development to be located at the old vacant Bank of America Building/430 Brevard with 125 dwelling units per acre (DU/acre) was conceptually presented to the community at large in a community workshop and specifically to property owners within 200 feet of the proposed development. With overwhelming support for the project from business owners, citizens and City leadership that were in attendance at the presentation, staff evaluated the need to expand the maximum residential density allowed in large, vertical mixed use buildings permitted in the Cocoa Waterfront District (Cocoa Village) and determined that the Cocoa Waterfront District could support and benefit from such increased densities if the increased densities were limited to certain geographical areas near the future hotel site and City Hall. In order to increase the residential densities permitted in large, vertical mixed use buildings within the Cocoa Waterfront District, the City's Comprehensive Plan must first be amended to authorize residential densities up to a maximum of 125 dwelling units per acre. The proposed Ordinance would authorize such densities subject to a detailed set of requirements that staff believes would be compatible with the Cocoa Waterfront District Plan and Cocoa Redevelopment Agency Plan. Importantly, as more specifically detailed in this staff report, the proposed Ordinance could also provide more housing opportunities within the Cocoa Waterfront District and promote the long term viability and vibrancy of the Cocoa Village as a distinct, attractive and safe place to live, work and visit.

The City of Cocoa is poised for redevelopment in various areas of the City including within the Cocoa Waterfront District. The Community Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities, such as the new hotel project, to revitalize the areas within the Cocoa Waterfront District. However, although large vertical mixed use buildings are already permitted within certain areas of the Cocoa Waterfront District, such buildings are only limited to the maximum residential densities of 30 dwelling units per acre (including 5 du/per acre bonus) even though there is potential to increase the height of buildings in some limited areas to approximately 8 stories. The proposed amendment augments the Waterfront Master District regulations and plan by providing an incentive to redevelop a limited number of core sites, as originally envisioned in the 2008 Waterfront Plan, with large, vertical mixed use buildings of approximately 8 stories with increased residential

densities up to a maximum of 125 du/acre. The proposed amendment will promote a central downtown core of more intense redevelopment in the center of CBD-CVO and complement the historical Cocoa Village including the approved 8 story hotel and existing larger residential condominium projects such as Whitley Bay, Twenty-One Riverside Drive, Riverside Landing, and Oleander Pointe which are in close proximity to the area affected by the proposed comprehensive plan amendment.

Attracting new large vertical mixed-use projects to the Cocoa Village is also consistent with the City's and Cocoa CRA's redevelopment plans as exhibited in the existing MU future land use designation that was established under ordinance 11-2010 in October of 2010. The Future Land Use Element of the City's Comprehensive Plan states that the Mixed-Use land use category (MU FLU) is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors. However, notwithstanding new large vertical mixed-use projects are highly encourage with a density bonus of 5 du/acre, no successful mixed use developments have occurred in 12 years since the MU future land use designation was established by the 2010 Comprehensive Plan amendment. Staff believes the proposed comprehensive plan amendment provides developers with a greater incentive to develop a large vertical mixed-use project by offering higher residential densities than currently allowed.

The proposed amendment also balances the need to preserve the historical character of the Cocoa Village and waterfront while incentivizing redevelopment of old, non-historic buildings/sites that have outlived their relative usefulness like the old city hall did before it was demolished. Historical properties such as the Porcher House, Cocoa Village Playhouse, Myrt Tharpe Square, Riverfront Park, Derby Street Chapel, S.F. Travis & Company, Masonic Temple Building, Second Brevard Bank, Hindle Building, and St. Marks are either buffered by existing right-of-way or located a significant distance away from the area affected by the proposed comprehensive plan amendment. Additionally, the affected area is not located near or within the historical low residential density African American Neighborhood commonly referred to as the Consent Decree Area (aka "Heart of Cocoa Area") which is also located within the Waterfront District.

A Mixed-use FLU category allows residential uses to be combined with office and commercial uses. Prior to October of 2010, developers only had the option of planning a residential or commercial use without a mix of uses. The Mixed-use FLU gives the City the ability to approve development that is commonly known as a "new urbanist" design style. Providing this opportunity for the City to grow in a way that supports both infill development and smart growth precepts is very important to the long term sustainability of the City. Staff believes the proposed comprehensive plan amendment, which offers incentive opportunities of increased residential densities up to 125 du/acres for large vertical mixed use projects, will hopefully serve as a catalyst to finally "kick-start" the successful implementation of the Mixed-use category as originally envisioned in 2010.

The proposed comprehensive amendment is also consistent with the East Central Florida Comprehensive Regional Policy Plan, which provides that transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment and in addition, vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit. It is also further supported by the Florida Department of Economic Opportunity through its designation of Cocoa as a Dense Urban Land Area.

Thus, the City's Comprehensive Plan currently addresses density as it relates to the Mixed-Use Category. However, at present, the Mixed-Use FLU only allows 30 du/acre. This would mean that properties under the MU FLU can only develop a relatively low number residential units because most lots in areas with a MU FLU are just a couple acres or less, especially within the geographical area that is affected by the proposed comprehensive plan amendment. This density constraint lessens the incentive for developers to propose a large vertical mixed-use project as originally intended by the Waterfront Master Plan and the MU FLU, especially on the small lots that exist in the Waterfront District. As stated above, the intent in creating the Mixed-use FLU was to allow a mix of commercial and residential uses in the Mixed-Use FLU categories in order to offer innovative housing options in the City. Amending the standards for the Mixed-use FLU category to allow for higher density residential uses within the geographical area affected by the proposed comprehensive plan amendment will further the intent of the MU FLU and the Waterfront District and perhaps incentivize an experienced developer to propose an acceptable large, vertical mixed-use project that can further a "trifecta" of policy objectives already established by the City Council in the Mixed-Use FLU, Waterfront District, and Cocoa Redevelopment Plan.

The potential level of service (LOS) impacts of the proposed amendment are limited to a small geographical area consisting of three sites represented below and in Exhibit A. The affected geographical area includes the parcels identified as numbers: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230. The total acreage of the affected geographical area is only 4.53 acres. Notwithstanding the small size, the Waterfront Master Plan recognized that these sites strategically could serve as a catalyst for significant economic development if each were developed as a large, vertical mixed use project. Currently, a maximum of approximately 135 residential units are permitted on these sites if developed as a large vertical mixed use project. However, if the proposed comp plan amendment is adopted, the potential maximum number of residential units on the sites will increase to 565 residential units, which is an increase of approximately 430 residential units. Under the proposed comp plan amendment, the maximum number of new units that could conceivably be built will require the developer to proposed a specific large vertical mixed use project and negotiate and seek approval of a Development Agreement (DA) with the City Council in order to ensure that any proposed development on the site will further the policy objectives already established by the City Council in the Mixed-Use FLU, Waterfront District, and Cocoa Redevelopment Plan. The potential impact of the proposed amendment is likely even more limited because 603 Brevard has already been entitled for a hotel and will likely begin construction soon.

Address	Property Type	FAR/Commercial Use#	Residential Units	Acres	DU/acre
430 Brevard	Mixed Use	10,000 sq. ft. Co-working and 3,000 sq. ft. retail	243	1.95	125
505 Brevard	Mixed Use	16,754 sq. ft. Bank	166	1.33	125
630 Brevard*	Hotel	107 Hotel rooms, 4,885 sq. ft. Retail, 6,798 sq. ft. Restaurant and Bar	*156*	1.25	125
Total			565	4.53	

*Residential units have only been provided to determine maximum LOS. The site is currently entitled as a hotel and no residential units are planned. # The FAR/Comme Uses are already permitted under the current City Code and are not impacted by the proposed ordinance. The proposed ordinance only impacts the permitted residential density of a large vertical mixed- use project by allowing up to 125 du/acre, which is du/acre more than the 30 du/acre permitted under the current Code.

The proposed comprehensive plan amendment amends FIGURE FLU-1 to modify the maximum densities allowed under the Mixed-Use Future Land Use Category (currently 25 du/acre, plus a 5 du/acre bonus) for certain large vertical mixed use redevelopment projects on properties located in a certain geographical area as approved by the City Council by development agreement in accordance with the following terms and conditions set forth in the proposed amended Policy 1.1.2.6 as follows (underlined print means additions to the Comprehensive Plan):

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:
A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (shaded) on the following map:



FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and
C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;
(iii). Any proposed enhancements that developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;
(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district;
(v). Impact upon public facilities;
(vi). Adequacy of on-site parking and impact on off-site parking;
(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;
(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;
(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;
(x). Impact on environmental concerns and incorporation of “green” community designs;
(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency’s Redevelopment Plan, or require an Agency contribution to support the project;
(xii). Compliance with applicable land development regulations and comprehensive plan policies; and
(xiii). Any other factors as may be deemed relevant by the City Council.

Consistency with Comprehensive Plan Policies and Objectives

Pursuant to the City’s Land Development Regulations Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following shall be considered by Land Planning Agency and City Council:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region

Staff Finding: The proposed addition of a policy in the future land use element authorizing residential densities of up to 125 dwelling units per acre related to vertical mixed use projects on three sites under the Mixed-Use Future Land Use designation would allow for the development of high density residential mixed-use forms on three specific properties in the Cocoa Village. See Exhibit A. This would open up greater development opportunities for property within the City, thus increasing land value, generating Cocoa CRA taxes and benefiting the local economy through the spending power of new residents.

The economic impact of investing millions to transform blighted buildings that are beyond their relative usefulness and/or vacant lots into mixed-use construction projects directly benefits the City tax base/Cocoa CRA with an estimated assessment value of $90 million. The sites selected to be within the limited geographical area affected by the proposed Ordinance were chosen because they have existing or previously existing commercial buildings that are beyond their useful life and blighted and/or were constructed since the 1950’s and are ripe for redevelopment. In addition, such

investments encourage additional reinvestment in surrounding properties within the Waterfront District. Such investments further the redevelopment goals of the Cocoa Village Redevelopment Plan.

The proposed amendment could generate additional interest in expanding available commercial space that is compatible with the Waterfront District because large vertical mixed use buildings will be required to have, at a minimum, first floor commercial uses This amendment will create the potential for unique and highly attractive residential units and retail spaces for the City, while the City is experiencing a growing economy and housing demand due to space and industrial businesses investments. The three proposed sites are estimated to create 1394 jobs in the short term (design and construction based) and 73 long term direct, indirect and induced jobs. These job estimates were established with the help of estimates from developers and projections made through Florida's Space Coast Economic Development Commission using IMPLAN version 6.3. Therefore, the proposed amendment will likely provide an economic boost to the businesses that are preserving the historical character and economy of the Cocoa Village.

Historic Cocoa Village Main Street (HCVMS) will also economically benefit from this amendment. HCVMS envision Historic Cocoa Village to be a unique and thriving regional destination offering a diverse mix of business, cultural, and entertainment activities for visitors and residents of all ages. Historic Cocoa Village Main Street's mandate is to help promote and encourage growth of the Historic Cocoa Village community and the City of Cocoa in general by organizing and hosting community events and activities in the Village. This amendment will bring all of these amenities to residents' doorstep while the residents will in turn be able to support the HCVMS in an abundance of ways.

b. Whether the proposal will diminish the service level of public facilities

Staff Finding: Objective 14.1.1 of the Comprehensive Plan, Capital Improvement Element establishes the adopted level of service (LOS) standards for public facilities within the City. Policy 14.1.1.1 provides the following LOS standards:

PUBLIC FACILITIES	
WASTEWATER Source: Chapter 64E 6.008, Florida Administrative Code; Standard for Onsite Sewage Treatment and Disposal Systems, Revisions Effective July 16, 2013	DEVELOPMENT TYPE Industrial — 0.02 gallons per sq. ft. per day Office Space — 15 gallons per capita per day Hotel/Motel — 100 gallons per day per room Residential — 319 gallons per day per household Restaurant — 50 gallons per capita per day Bar/Lounge — 20 gallons per day per seat
STORMWATER MANAGEMENT	DESIGN STORM EVENT 25-year frequency/24-hour duration event
	ON-SITE STORMWATER MANAGEMENT Retention of the first one inch of rainfall runoff for areas of one acre or more; or retention of first one-half inch of rainfall runoff for drainage areas of less than one acre.
	STORMWATER QUANTITY Post development stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
	STORMWATER QUALITY No significant degradation of water quality in receiving water bodies
POTABLE WATER	AVERAGE FLOW 122 gallons per capita per day (gpcd) per household, or 340 gallons per day per equivalent residential connection (ERC)
	PEAK FLOW - 510 gallons per day per ERC
	PEAK FLOW COEFFICIENT - 1.5
	PRESSURE Normal: 55-65 psi Peak Hour: 40-50 psi During Fire: 20 psi
SOLID WASTE	DISPOSAL (BREVARD COUNTY LANDFILL) Cocoa Contribution Rate – 1.2 tons per capita per year

	COLLECTION Residential: 2 times per week, each household Non-residential: 2 to 6 times per week As needed, each location Green Waste and Recyclables: Once per week	
ROADWAYS		
CITY OF COCOA JURISDICTION		MINIMUM LOS
Forrest Avenue		E
Cox Road (within city limits)		E
Fiske Boulevard (from SR 520 to Dixon Boulevard)		E
Indian River Drive (CR 515)		E
Peachtree Street (from Clearlake Road to US 1/SR 5)		E
Florida Avenue (within city limits)		E
OTHER OR MULTI-JURISDICTIONAL	JURISDICTION	MINIMUM LOS
Pineda Street (from Lake Drive to SR 501)	City/County	E
Michigan Boulevard	County	E
Dixon Boulevard	County	E
Range Road	County	E
Rosetine Street	County	E
Adamson Road (SR 524 to Pine)	County	D
Friday Road (SR 524 to SR 520)	County	E
Grissom Parkway (Industry to Canaveral Groves)	County	E
Industry Road (SR 524 to Grissom Pkwy)	County	E
SR 528 (Beachline Expressway)	State	D
SR 520 (from Clearlake Road to US 1/SR 5)	State	D
SR 520 (from SR 524 to Burnett Rd)	State	D
SR 519 (Fiske Boulevard south of SR 520)	State	D
US 1/SR 5 (from SR 528 to south of SR 520)	State	D
SR 524 (from SR 520 to SR 528)	State	D
SR 501 (Clearlake Road)	State	D
Interstate Highway 95 (I-95) (SR 519/Fiske Blvd to SR 520)	State	E
Interstate Highway 95 (I-95) (SR 520 to SR 524)	State	E
Interstate Highway 95 (I-95) (SR 524 to SR 528)	State	E
RECREATION		
1.25 acres of developed recreational area per 1000 population		

The Future Land Use amendment will not negatively affect or diminish the service level of applicable public facilities. Construction of high-density mixed use projects within the City's urban core provides for coherent and economical use of the City's resources and infrastructure. Allowing high density mixed-use in the City will increase the land area available in the City for residential housing and commercial uses. These potential developments will reduce automobile dependence and increase the ability of residents to live a more sustainable lifestyle due to residents' proximity to job opportunities, retail and entertainment. Such high-density residential projects will be located in the dense areas of the City where public facilities are available.

Potable Water: The City has enough potable water capacity for the three sites proposed in this amendment at the 125 DU/acre. The proposed density increase does not negatively impact the level

of service for utilities. According to the Utilities Director and based on the City's modeling of the projected maximum water demands resulting from the proposed amendment, the utility infrastructure is capable of serving the proposed units with adequate water and pressure for its potable water system and its reclaim water system. The location of the sites provides for efficient and effective provisions of service.

Reclaimed Water: Although the City does not have a specific LOS for reclaimed, the City has reclaimed services available to the affected sites. The developer will be required to hook-up to reclaimed services and such services will be provided in accordance with the City's terms and conditions of reclaimed service.

Wastewater: According to the Utilities Director and based on the City's modeling of the projected maximum sewer demands resulting from the proposed plan amendment, the sewer system has adequate capacity and the additional density does not impact the level of service or the ability to convey sewer to the closest lift station.

Electrical Service: The proposed sites are currently served by Florida Power and Light and would continue to be serviced with any redevelopment.

Solid Waste: The City of Cocoa has a contract with Waste Management for all solid waste disposal. The current sites are currently served by Waste Management and will continue to be served through the City contract. Solid Waste service shall be provided to the sites in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater: The City requires site development techniques that encourage more efficient and climate resilient development practices that include, low impact development techniques that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage and mitigate flood impacts such as pervious pavement and native vegetation. Any future development of the properties proposed in this amendment will need to meet the climate resilient development practices for stormwater and will greatly improve the existing conditions of today. The site located at 430 Brevard Avenue is also located within the Coastal Planning Area. As such, a large vertical mixed use project constructed on that property will be required to follow other requirements under the Comp Plan Coastal Management Element Policy 9.2.2.2 and 9.2.2.3: (a) DESIGN STORM EVENT: 25-year frequency/24-hour duration event; (b) ON-SITE STORMWATER MANAGEMENT: Retention of the first one inch of rainfall runoff for areas of one acre or more; or retention of first one-half inch of rainfall runoff for drainage areas of less than one acre; (c) STORMWATER QUANTITY: Post development stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development; and (d) STORMWATER QUALITY: No significant degradation of water quality in receiving water bodies.

With the affected sites existing at nearly 100% impervious surface already, implementation of stormwater management techniques will improve level of service. Because of the desire to increase density, it is likely that the sites will utilize underground storage systems, which typically percolate into the ground. The approved hotel site will be utilizing underground storage systems and per the City's Storm water retention facilities ordinance, (1) All structures or areas impervious to water or designed to allow storm water to runoff, which are developed, constructed, repaired or altered within the City of Cocoa shall be provided with facilities to retain the runoff of water resulting from a ten-year storm experience within the limits of the property, provided soil and topographical conditions allow

such facilities, (2) The first one (1) inch of rainfall runoff from such areas shall be treated by soil percolation, and (3) Facilities shall be provided to transport the overflow from the retainage and percolation areas to the City's storm drainage system. To comply with 1 and 2, any development on the proposed sites will utilize underground storage systems. It is though the transport to the city's drainage system into the Church Street baffle box, which provides further reduction of pollution into the Indian River Lagoon.

Transportation: The proposal will minimally reduce the current level of service (LOS) of roadways within the impact area. A comparison of the current LOS and the estimated LOS has been provided below. Minimum LOS levels have been established for Florida Ave and Forrest. Based on this preliminary traffic investigation, the net impact of the added residential units, the commercial uses have or are currently in existence***,*** show the surrounding roads have sufficient capacity. The anticipated trip generation at 430 Brevard indicates a forecasted reduction in the AM and PM peak hours compared to the previous use as a single use bank with intense drive thru capabilities. While the LOS is reduced, these roadways would continue to operate at an acceptable LOS. According to the Public Works Director, the City of Cocoa evacuation plan is run through the Brevard County Emergency Management Division. The proposed amendment would not likely negatively impact the evacuation routes within this region. The County, in coordination with the Florida Department of Transportation, provides timely notices to residents in various evacuation zones to help streamline evacuations within the region.

Roadway			Roadway Attributes			MAV		Daily 403 Brevard Ave		Daily 603 Brevard Ave		Daily 505 Brevard Ave				
From	To	FDOT Classification	Area Type	Adopted LOS	Number of Lanes		Current AADT	% Assign	Daily Traffic	% Assign	Daily Traffic	% Assign	Daily Traffic	Total Projects' Traffic	Adjusted AADT	V/C	LOS
Forrest Ave																	
US 1	SR 520 (King St)	Minor Arterial	U	E	2U	15,600	9,800	40.0	659	40.0	739	40.0	167	1565	11,365	0.72852564	C
Florida Ave																	
Rosa L Jones	Bougainvillea Dr	Minor Arterial	U	E	2U	15,600	4,000	40.0	659	35.0	647	40.0	167	1473	5,473	0.35083333	A
Bougainvillea Dr	US 1	Minor Arterial	U	E	2U	15,600	5,800	40.0	659	35.0	647	40.0	167	1473	7,273	0.46621795	A
SR 520 (WB)																	
Florida Ave	US 1	Principal Arterial	U	D	3D (one-way)	19,440	13,750	15.0	247	7.5	139	15.0	63	449	14,199	0.73040123	C
US 1	SR 519	Principal Arterial	U	D	3D (one-way)	41,790	29,500	15.0	247	7.5	139	15.0	63	449	29,949	0.7166547	C
US 1																	
Florida Ave	Rosa L Jones	Principal Arterial	U	D	6D	62,900	41,500	40.0	659	35.0	647	40.0	167	1473	42,973	0.68319555	B
Rosa L Jones	SR 520	Principal Arterial	U	D	6D	62,900	41,500	40.0	659	35.0	647	40.0	167	1473	42,973	0.68319555	B
SR 520	Forrest Ave	Principal Arterial	U	D	6D	62,900	24,500	40.0	659	40.0	739	40.0	167	1565	26,065	0.41438792	A
Forrest Ave	SR 528	Principal Arterial	U	D	6D	62,900	37,000	40.0	659	40.0	739	40.0	167	1565	38,565	0.61311606	B

Any developments that result from this amendment will need to provide adequate parking within the developments.

Police: The City is committed to provide adequate police protection to all citizens. The department is continually evaluating the effectiveness of police services to provide a professional service at the highest level possible.

Fire: Due to the area of the amendment being in the core of the City, the amendment will not affect the Fire level of service in a noticeable way. The area is in the primary response zone of Cocoa Fire Rescue Station #2, on Brunson Blvd, which houses a 100' Tower (ladder) truck w/ firefighting capabilities and a quick response medical squad. Backup to the area would be provided by Cocoa Fire Department Station 1 & 3 which each house 1 Engine Company & Station 1 is led by a District Chief. Mutual aid in the event of a fire would be provided by Brevard County Fire Rescue & Rockledge Fire Departments.

Schools: Brevard Public Schools will provide facilities for students at the following locations.

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2022 Updated Student Generation Multipliers

Address	Property Type	Elem Gen Mult	Eleme Studer	Mid Gen Multi	Middle Studer s	High Gen Multi	High Studer s	Total Gen Mult	Total Studer
430 Brevard	Mixed Use	0.11	26.73	0.02	4.86	0.05	12.15	0.18	44
505 Brevard	Mixed Use	0.11	18.26	0.02	3.32	0.05	8.3	0.18	30
630 Brevard	Hotel		None		None		None		None

Brevard Schools was provided with notice of this proposed amendment and have provided the following non-binding statement, “At this time, Tropical Elementary School, McNair Middle School and Rockledge High School are projected to have enough capacity for the total of projected and potential students from the proposed FLU amendment.” Based on the table above, Staff does not anticipate a school capacity issue. However, a Concurrency Determination must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government. See the attached letter dated June 28, 2022.

Parks: Residents will have access to three City of Cocoa parks in the area, including the Cocoa Riverfront Park with a playground, splash park, amphitheater, and recreational areas. The LOS level is 1.25 acres of developed recreational area per 1000 population. The Public Works Director has indicated that the City is currently finalizing a parks study, and based on this forthcoming study, the City of Cocoa currently provides approximately 17 Acres of parks per 1,000 residents. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan and the proposed amendment will not negatively impact this LOS standard. Therefore, the City currently meets LOS and the proposed amendment will not generated additional residential population to require additional developed recreational areas. Further, it is anticipated that each large vertical mixed use residential projects will provide some onsite recreational amenities for their future residents.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region

Staff Finding: The amendment will not affect any natural or historical resources. The three proposed sites currently have buildings constructed in the 1950’s, 1970’s and/or serve as parking areas. The sites are impervious today with no stormwater facilities. The redevelopment of these sites would require them to come into both City and St. Johns River Water Management District codes. This will help to reduce the direct runoff from the sites into the Indian River Lagoon with requirements of advanced treatment and low-impact development practices to improve water quality. The proposed amendment also aligns with the City’s Comprehensive Plan Coastal Management Element by requiring redevelopment to implement more efficient and climate resilient development practices. Such practices are long-term collaborative economic redevelopment strategies that will foster environmentally sensitive economic growth and resilience. Lastly, the affected area is not located

near or within the historical low residential density African American Neighborhood commonly referred to as the Consent Decree Area (aka “Heart of Cocoa Area”) and also located within the Waterfront District.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3 Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.

Staff Finding: The proposed amendment will provide additional opportunity for developments with a mix of uses combining living, working, shopping and recreational activities.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional opportunities for mixed-use development along transit corridors as well as redevelopment of existing sites.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan

Staff Finding: The proposed amendment would not alter the City’s ability to provide service capacities set by the comprehensive plan to lands under the Mixed Use FLU designation based on the information provided in item b above.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses

Staff Finding: As explained above, the proposed amendment is not incompatible with surrounding neighborhoods based on the goals of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, and existing MU FLU policies which encourage vertical mixed-use buildings. Further, the Waterfront District regulating plan already allows for eight-story buildings in the Waterfront Subdistrict. Therefore, the mass of an eight-story building is already allowed in certain properties within the Waterfront District, but just does not currently allow for residential densities above 30 du/acre. The affected area is not located near or within the historical low residential density African American Neighborhood commonly referred to as the Consent Decree Area (aka “Heart of Cocoa Area”) which is also located within the Waterfront District. The proposed amendment will also complement existing

larger residential condominium projects such as Whitley Bay, Twenty-One Riverside Drive, Riverside Landing, and Oleander Pointe which are in close proximity to the area affected by the proposed comprehensive plan amendment

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Staff Finding: The proposed FLU amendment will provide opportunity for additional forms of housing closer to commercial uses, places of employment, and multimodal transportation options.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Staff Finding: The amendment is spread amongst seven parcels which will be assembled into three distinct projects with a mixture of uses. Based on current land use trends in the City the mix of uses will be residential on upper stories and commercial and retail uses on the main/street level.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Staff Finding: The amendment will greatly encourage smart growth principles. The amendments encourage compact development in an area of the City that is supported by a multimodal transportation network and City services that can support compact development.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Staff Finding: The Village has an interconnected street grid network and is the most walkable area

of the City. The area is also supported by public transit and a land use mix that will greatly reduce external trip. The use of bicycles and walking can easily be used for daily transportation.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.
Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible

Staff Finding: Any future development of the properties proposed in this amendment will benefit the housing supply of the City by providing additional units, addressing current and projected population growth, expanding the variety of housing types, providing mixed use development, and redeveloping areas that will protect the long-term financial viability of the city.

Coastal Management Element, Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to: • Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.

Staff Finding: Any future development of the properties proposed in this amendment will need to meet the climate resilient development practices for stormwater and will greatly improve the existing conditions of today.

Capital Improvement Element, GOAL 14.1: Through the use of sound fiscal policies, the City of

Cocoa shall provide adequate public facilities to all residents within its jurisdiction in a timely and efficient manner that promotes orderly compact urban growth and discourages urban sprawl.

Staff Finding: Based on the foregoing data and analysis, the proposed Future Land Use amendment will not negatively affect or diminish the service level of applicable public facilities. Construction of high-density vertical mixed use projects within the City's urban core depicted on FIGURE FLU-2 provides the economical and efficient use of the City's available resources and infrastructure in support of a "trifecta" of policy objectives already established by the City Council in the Mixed-Use FLU, Waterfront District, and Cocoa Redevelopment Plan. Allowing high density mixed-use in the City will increase the land area available in the City (especially within the Waterfront District) for residential housing, and support compatible commercial uses needed by residents. These potential developments will reduce automobile dependence and increase the ability of residents to live a more sustainable lifestyle due to residents' proximity to job opportunities, retail and entertainment.

Based on the foregoing data and analysis and the LPA recommendation, City Staff also recommends approval of the proposed Comprehensive Plan Amendment.

STRATEGIC PLAN CONNECTION:

Enable growth through enhanced and modernized infrastructure. Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

At the July 26, 2022, City Council Meeting, the Council approved on First Reading the proposed ordinance amending the Future Land Use Element as recommended by the LPA and City Staff, and direct City Staff to transmit the proposed Ordinance and all supporting documentation to the Department of Economic Opportunity and other reviewing agencies for written comment prior to the City Council conducting second reading and adoption of the ordinance.

RECOMMENDED MOTION:

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

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ORDINANCE NO. 07-2022

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

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan

amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City of Cocoa Community Redevelopment Agency ("Agency") was created in the 1980s to assist the City with redeveloping a legally described redevelopment area of the City including the downtown Cocoa Village, and the Agency continues to seek major redevelopment opportunities to revitalize the community redevelopment area including the Cocoa Village; and

WHEREAS, the historic Cocoa Village is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment; and

WHEREAS, attracting a limited number of new large vertical mixed use projects to certain limited areas within the Cocoa Village is consistent with the City's and Agency's redevelopment plans and will help ensure the long term viability and vibrancy of the Cocoa Village as a distinct, attractive and safe place to live, work and visit; and

WHEREAS, the City Council established the Cocoa Waterfront Overlay District (CWOD) to implement the Cocoa Waterfront Master Plan, dated November 2008, as updated in 2018 ("Plan"), which requires the regulation of properties by sub-district that address design, scale and appearance of developing property within the Cocoa Redevelopment Area; and

WHEREAS, the Plan recognizes, from a land use and redevelopment perspective, that the City needs to capture more local residential market revenue in the Cocoa Village, fill out and redevelop vacant land or old non-historical and blighted commercial buildings, around the Cocoa Village (including with large, vertical mixed-use buildings), reduce crime by getting more eyes on the street by increasing the number of full-time residents in the waterfront district, creating an 18-24 hour mixed-use place in the waterfront district, and consolidating parking to free-up land for infill development; and

WHEREAS, in furtherance of the Cocoa Waterfront Master Plan, the City Council continues to strive and make investments towards positioning and revitalizing the waterfront as socially and economically supportive of the downtown waterfront area and community at large, and 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 vision of the City and CRA; and

WHEREAS, the City Council and Agency are prepared to continue to reinvest in its signature downtown waterfront to expand and revitalize the use of the waterfront for all residents and to increase the number of residential units within the Cocoa Village by affording enhanced redevelopment

opportunities to construct large vertical mixed use projects with higher densities within certain limited areas of the Cocoa Village which are deemed suitable by the City Council for such redevelopment by development agreement setting forth terms and conditions deemed necessary and acceptable to the City Council in accordance with the long term vision of the downtown waterfront area and community at large; and

WHEREAS, increasing the number of housing options and full-time residents in the downtown waterfront district will promote a sense of livability and place, boost local businesses and community engagement, and will enhance and revitalize the Cocoa Village's personality and ambiance consistent with the Plan and long standing goals and objectives of the City of Cocoa and Agency; and

WHEREAS, the Plan also recognizes that there are underutilized properties within the Cocoa Village, such as a few old commercial bank properties, that are not attractive and would be an ideal catalyst for Mixed-Use redevelopment sites including the old Bank of America, former City Hall and, Chase (formerly Washington Mutual) bank (partially demolished and currently serving as parking) sites; and

WHEREAS, the former City Hall site recently received final site plan approval by the City to construct a new 8-story hotel along Brevard Avenue, and the hotel should serve as a catalyst redevelopment project for other larger scale, vertical mixed-use projects within Cocoa Village especially in close proximity to the future hotel; and

WHERAS, the old Bank of America and Chase bank sites are located in close proximity to the future hotel site and additional large, vertical mixed use projects on those sites will complement the future hotel and have the potential to further revitalize the downtown waterfront area and community at large consistent with the Plan and the Agency's Plan; and

WHEREAS, the Cocoa Waterfront Overlay District is also 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 and Cocoa Village, and is defined by recognizable geographic boundaries that are suitable for establishing location criteria for new large vertical mixed use projects that will serve as a catalyst to enhance and compliment the City's downtown waterfront area and community at large; and

WHEREAS, due to high cost and small size of land parcels within the Cocoa Village, redevelopment opportunities for large, vertical mixed-use buildings are constrained; and

WHEREAS, the City Council desires to reduce those constraints in certain portions of the Cocoa Village by providing redevelopment opportunities for higher residential densities in high quality, large vertical mixed-use buildings proposed by proven and experienced developers that are capable of constructing such projects consistent and compatible with the City's vision, Plan and Agency Plan; and

WHEREAS, the City Council finds that the comprehensive plan amendment set forth in this

Ordinance is necessary to allow the City to maximize the potential mixed-use redevelopment opportunities and benefits contemplated by the Plan and the Agency's Plan; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Cocoa Village downtown area, near the future hotel and City Hall, also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live and play options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will improve the social and economic interests of the City of Cocoa including revitalizing the Cocoa Village; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

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* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories:

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Residential**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre [2,~~&~~3 &9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential [8], and Open Space/Recreational	Commercial, Residential, Office, Institutional, and Open Space/Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersections SR 528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR , PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.

3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (shaded) on the following map:



FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;

(iii). Any proposed enhancements that developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;

(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district;

(v). Impact upon public facilities;

(vi). Adequacy of on-site parking and impact on off-site parking;

(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;

(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;

(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;

(x). Impact on environmental concerns and incorporation of "green" community designs;

(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency's Redevelopment Plan, or require an Agency contribution to support the project;

(xii). Compliance with applicable land development regulations and comprehensive plan policies; and

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

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Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

Acknowledgements

Cocoa Community Redevelopment Board

Henry U. Parrish, III - Chairperson
Jeri Blanco – Vice Chairperson
Clarence Whipple, Jr.
Brenda Warner
Don Boisvert
Captain Ed Lanni
Jan Stewart

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Charlene Neuterman, Redevelopment Program Manager
Samia Singleton, Economic Development Specialist
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Cocoa CRA Counsel (Garganese, Weiss, D'Agresta, & Salzman, P.A.)

Anthony A. Garganese, Managing Shareholder
Kristin N. Eick, Senior Attorney

Glatting Jackson Kercher Anglin, Inc. (2008 Waterfront Master Plan)
GAI Consultants – Community Solutions Group (2018 Waterfront Update)
Infrastructure Solutions Services (2018 Waterfront Update)

For More Information:

Community Services Department
65 Stone Street
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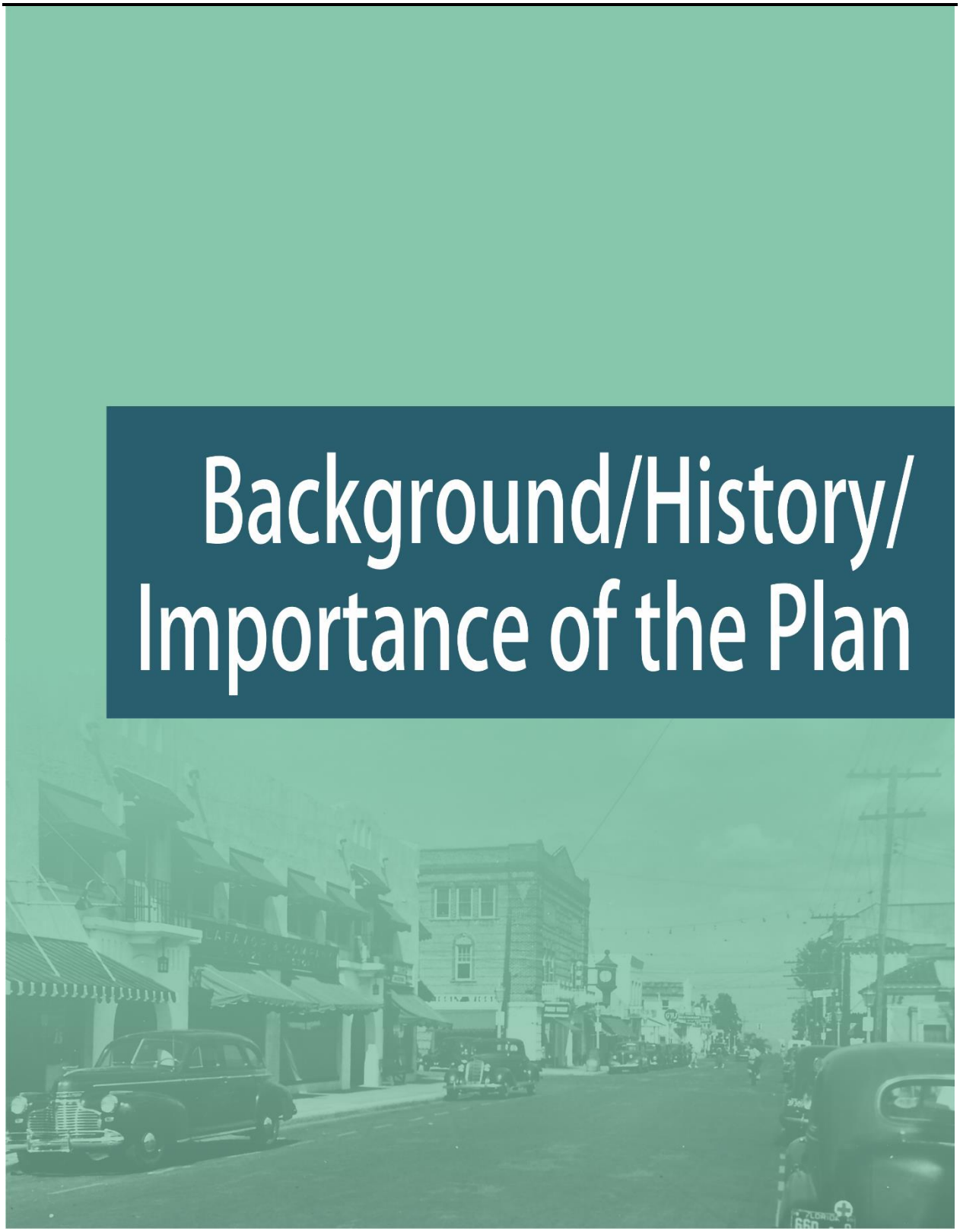
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PART I



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.

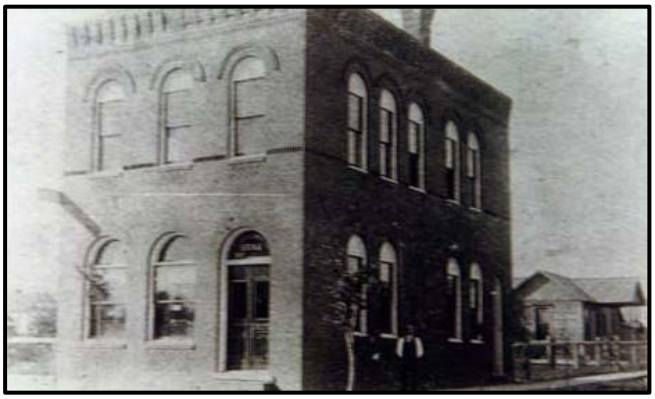




Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters 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.

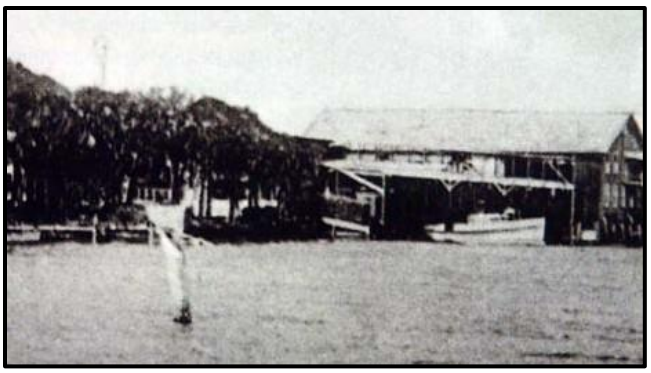
The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of 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:

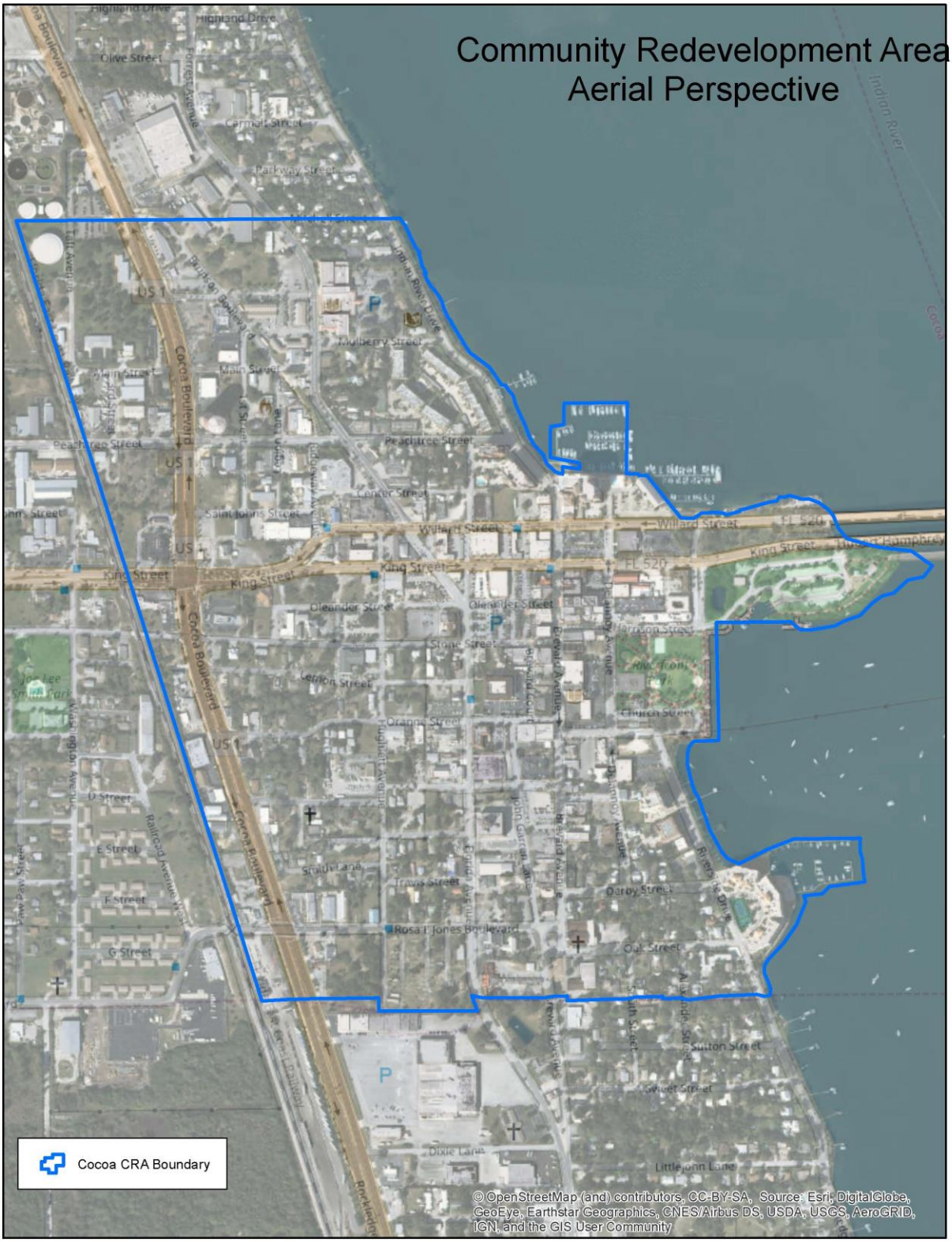
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

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

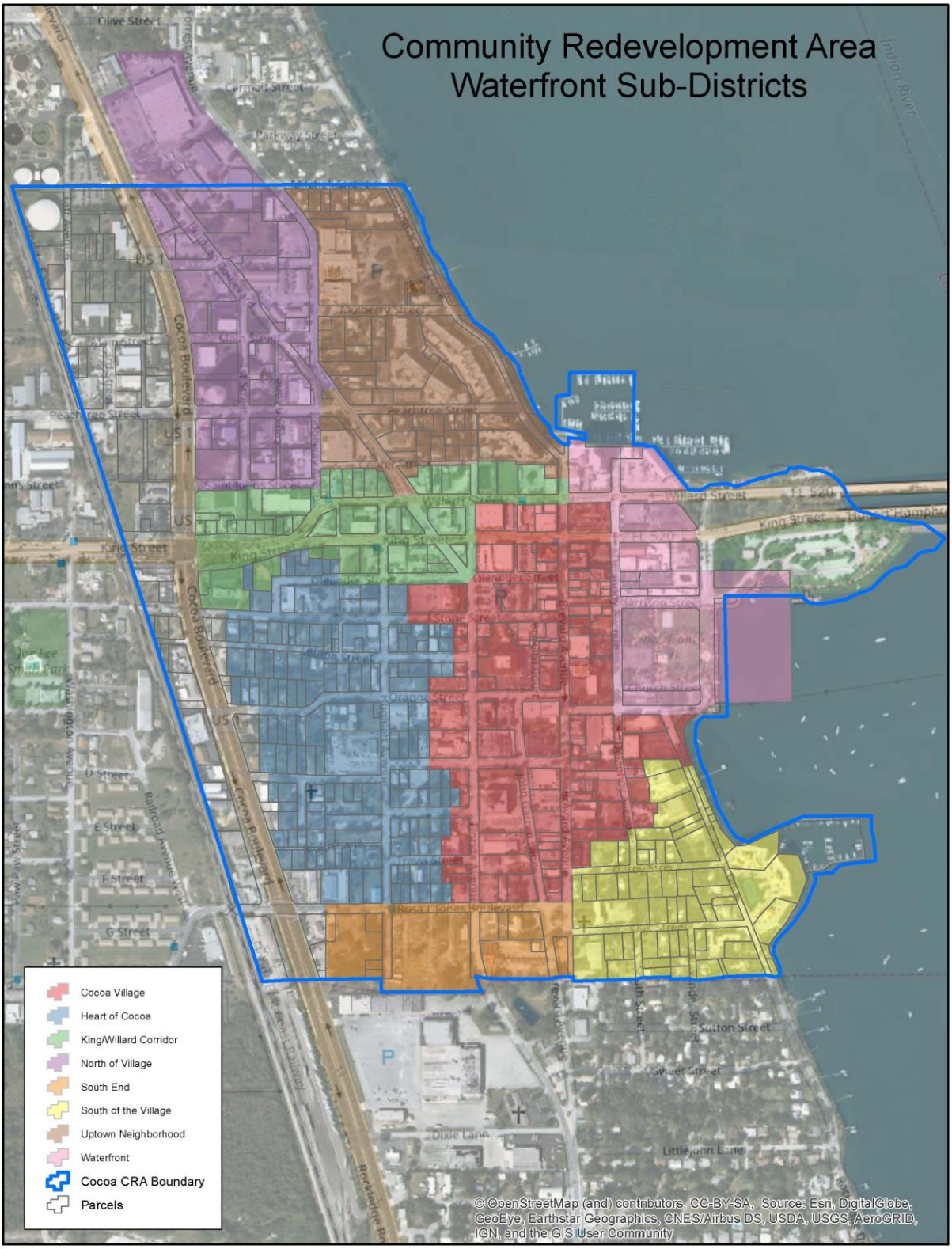
US1 to Brevard Avenue.

- **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:

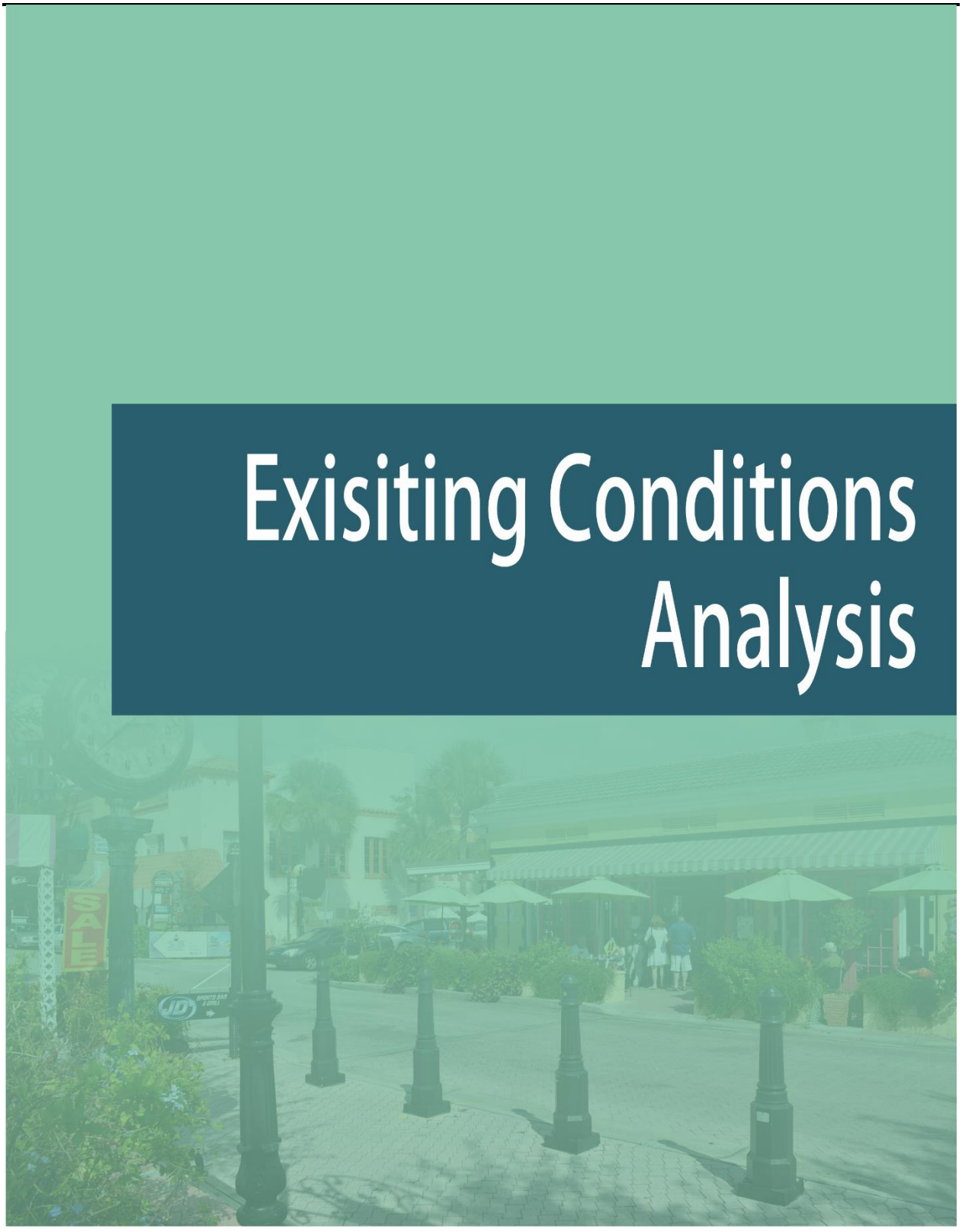
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; 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.

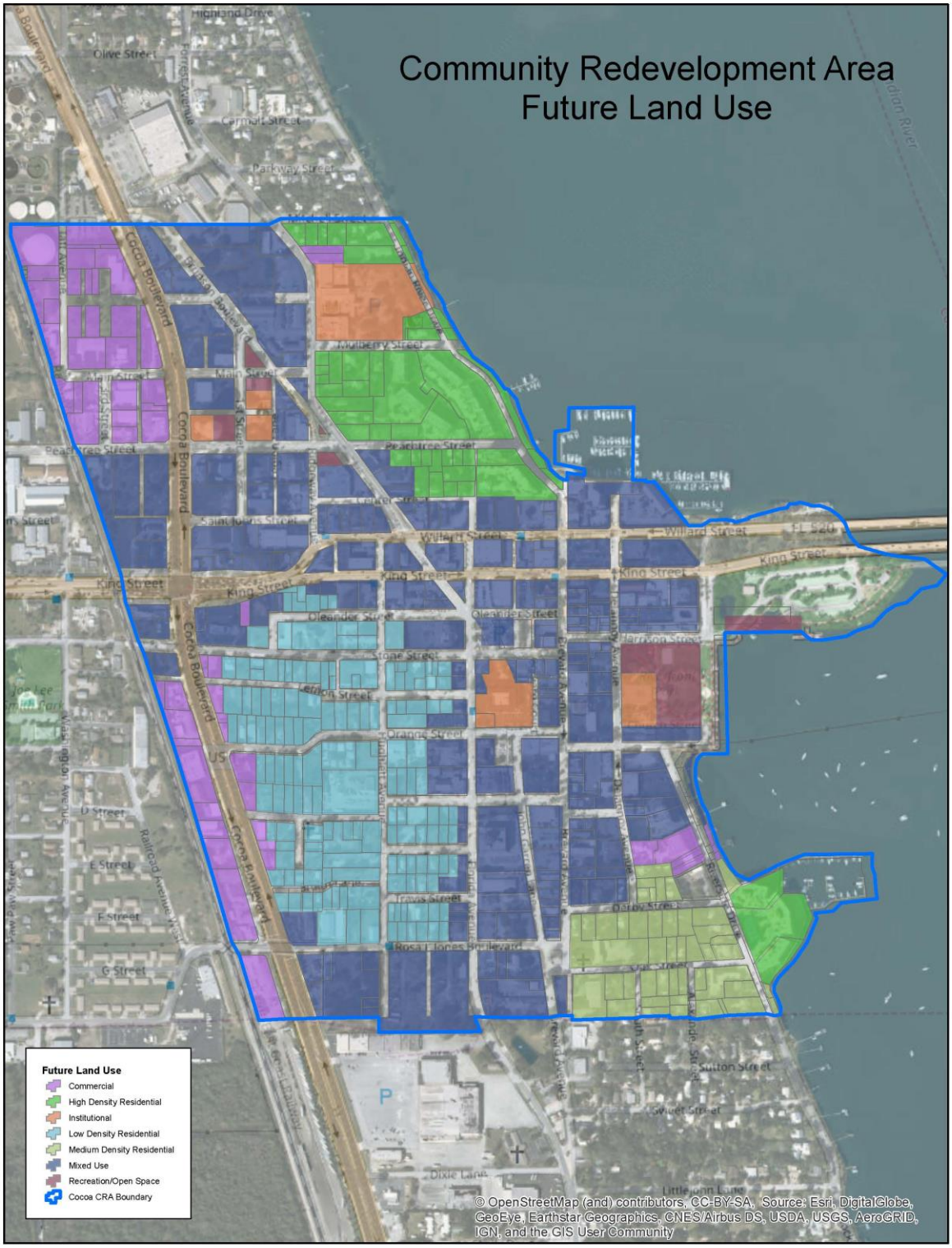
Residential

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:

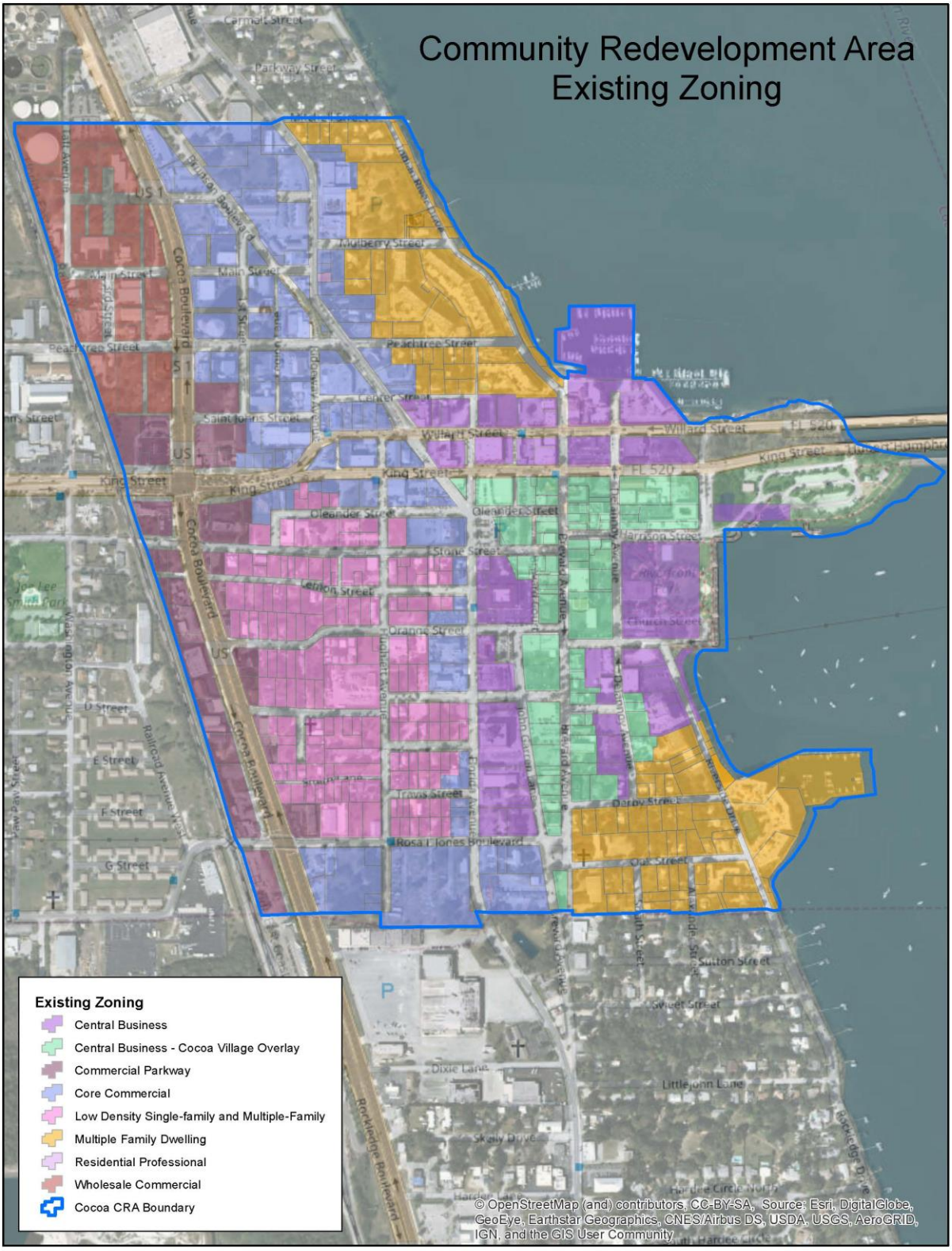
Central Business District (CBD)
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the 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.

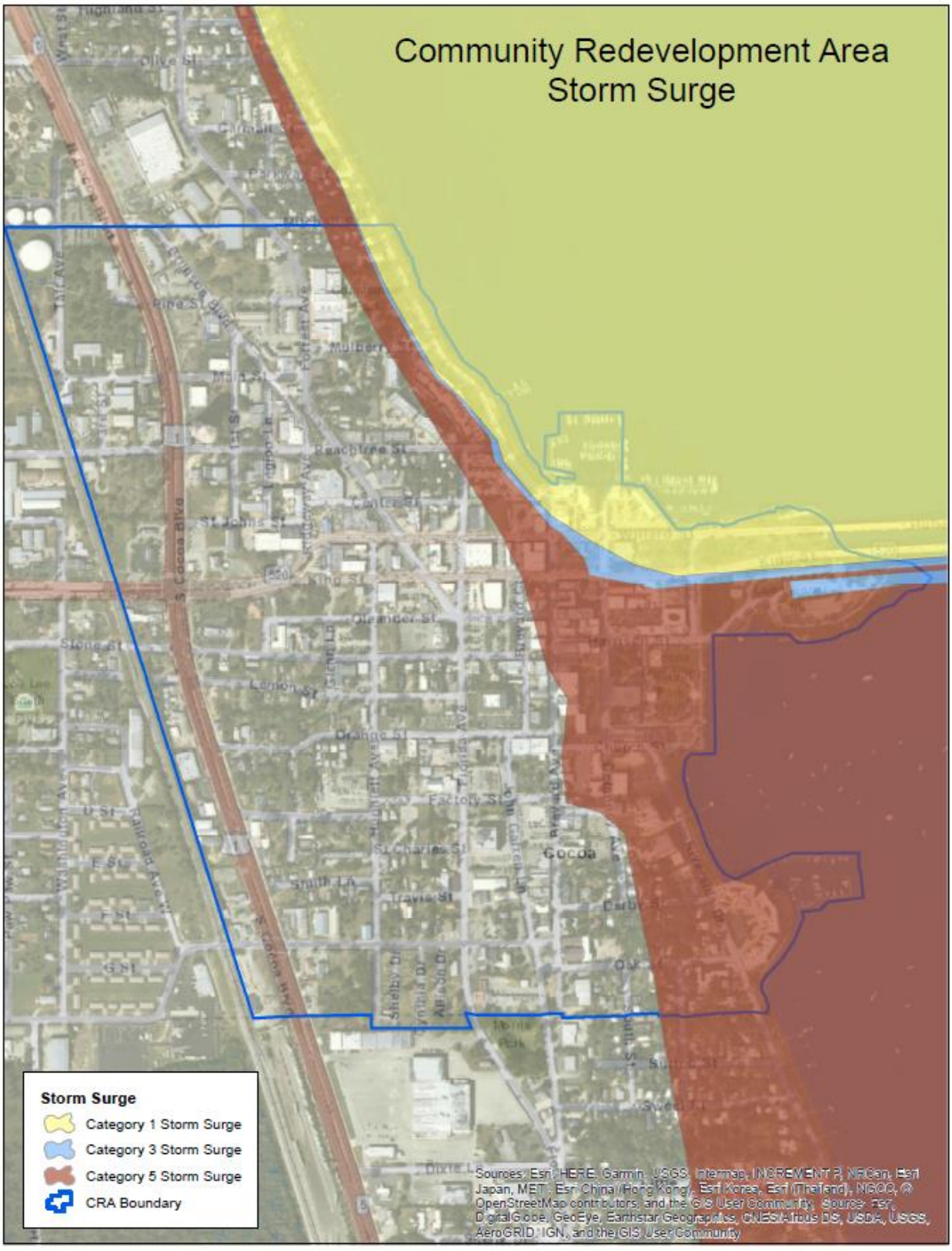
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area 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

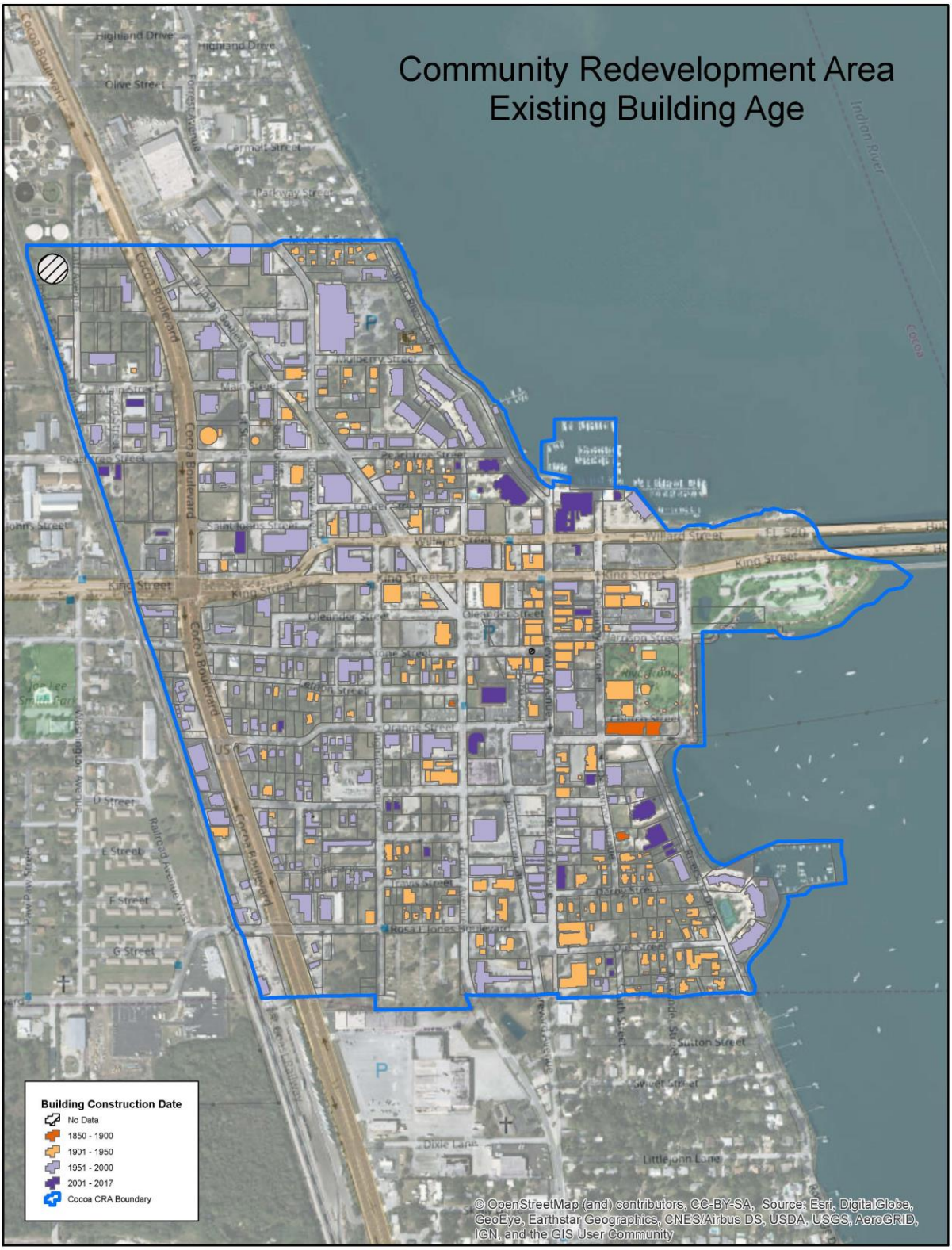
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

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 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.

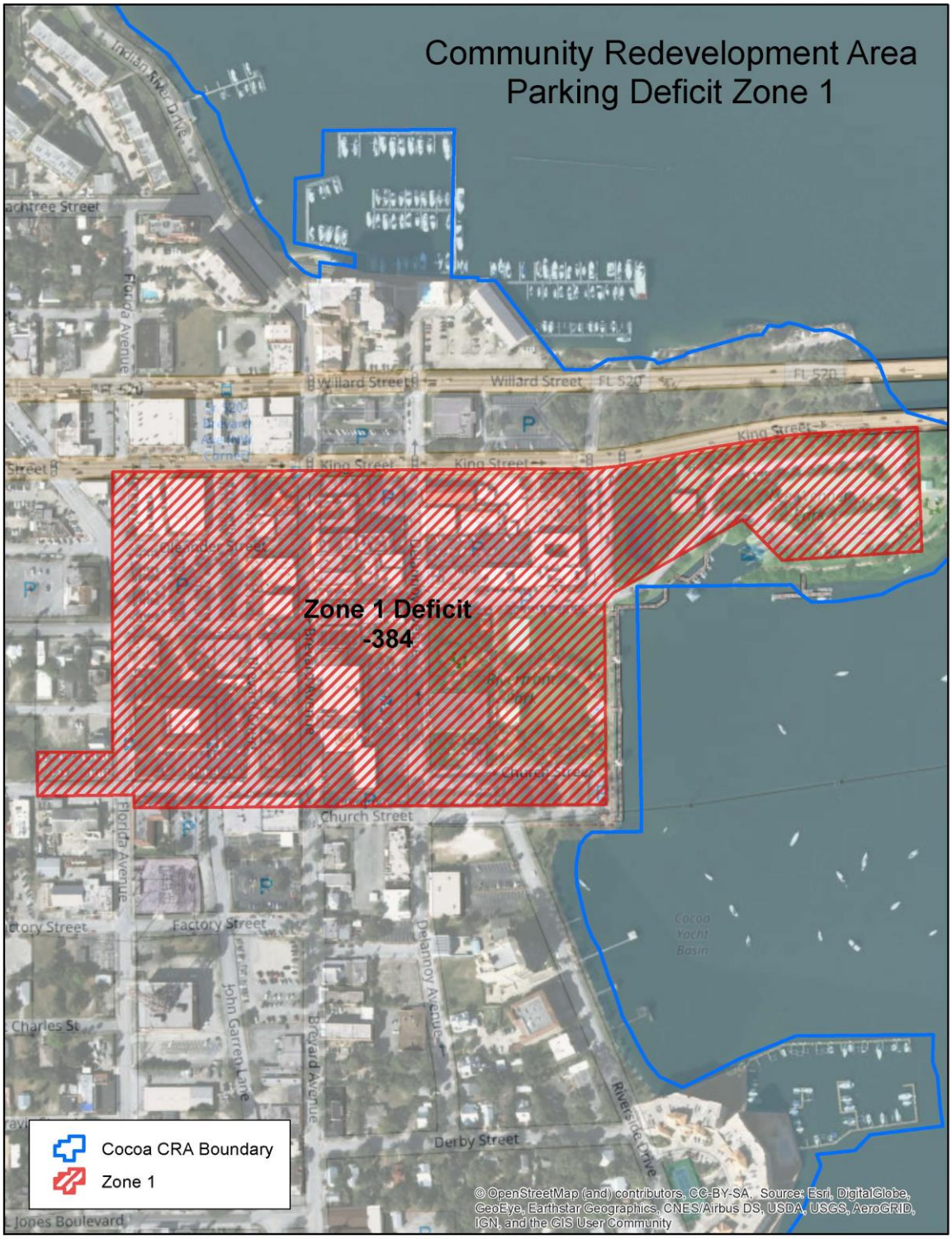
Community Redevelopment Area

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.

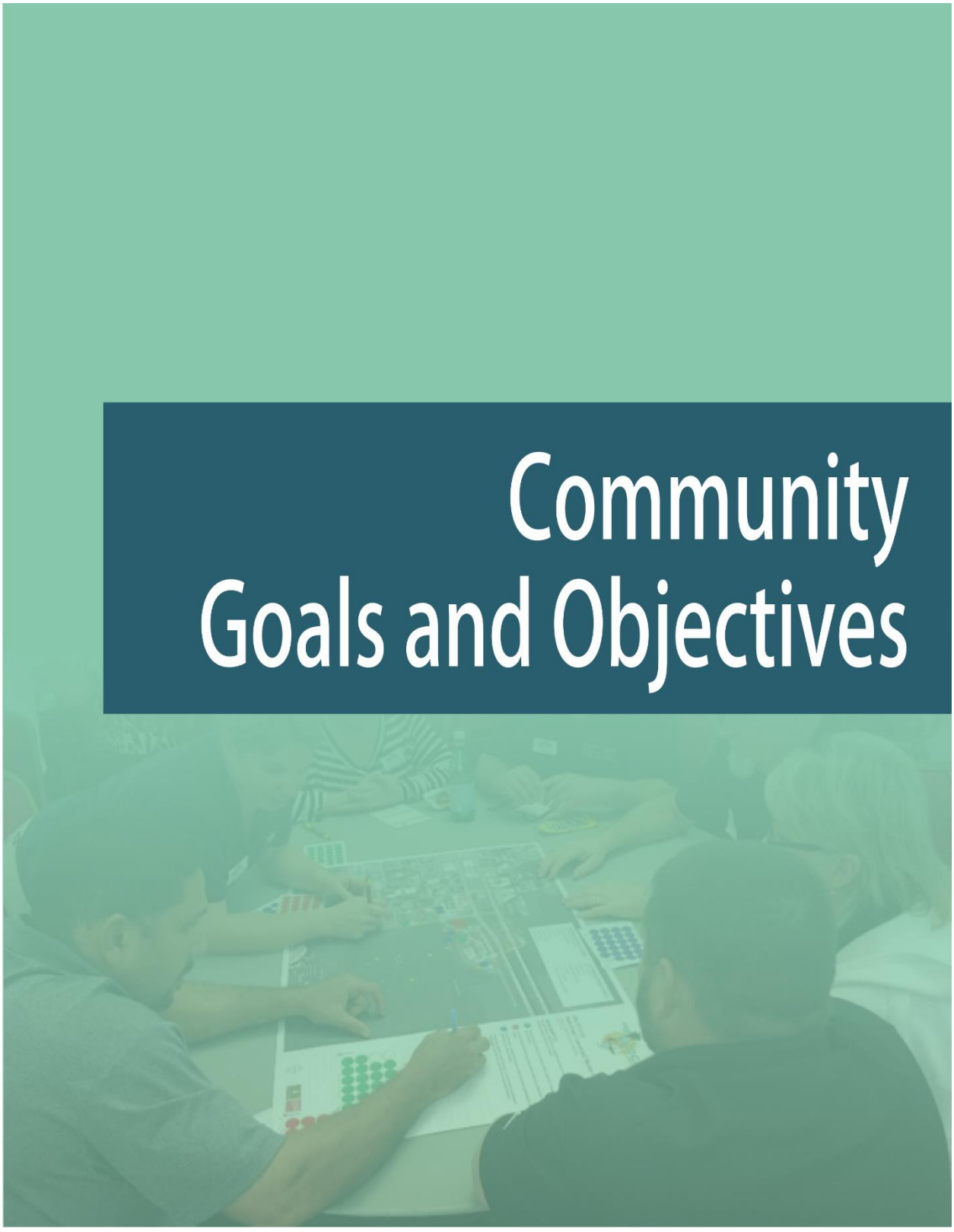
Marine Features

- 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;

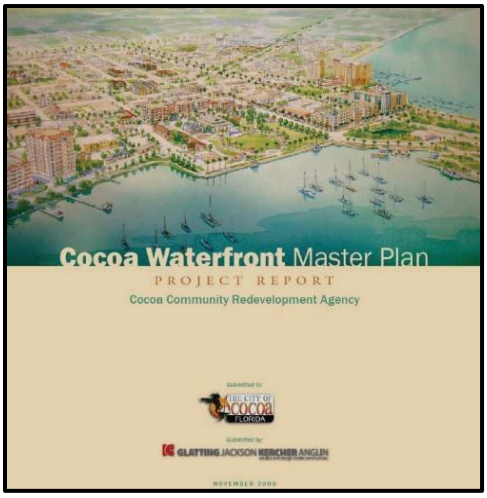
- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

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.



COCOA FLORIDA

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

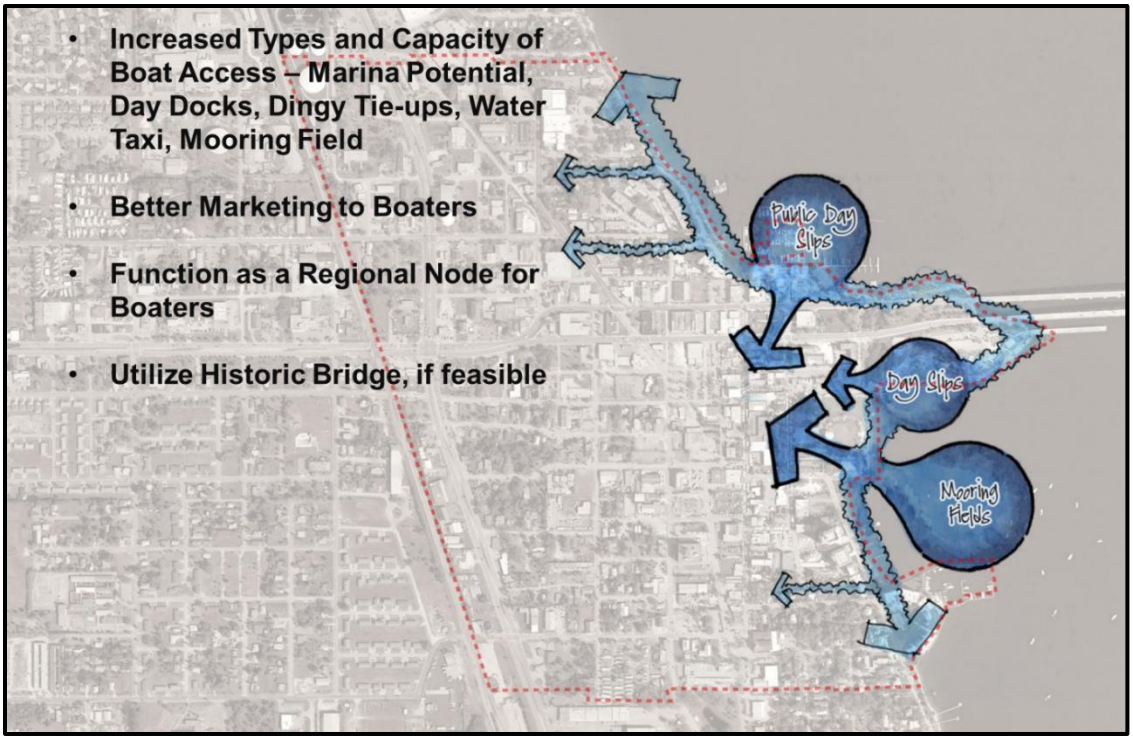
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the early stages of the project, the following objectives broadened the study to include the balance of 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.

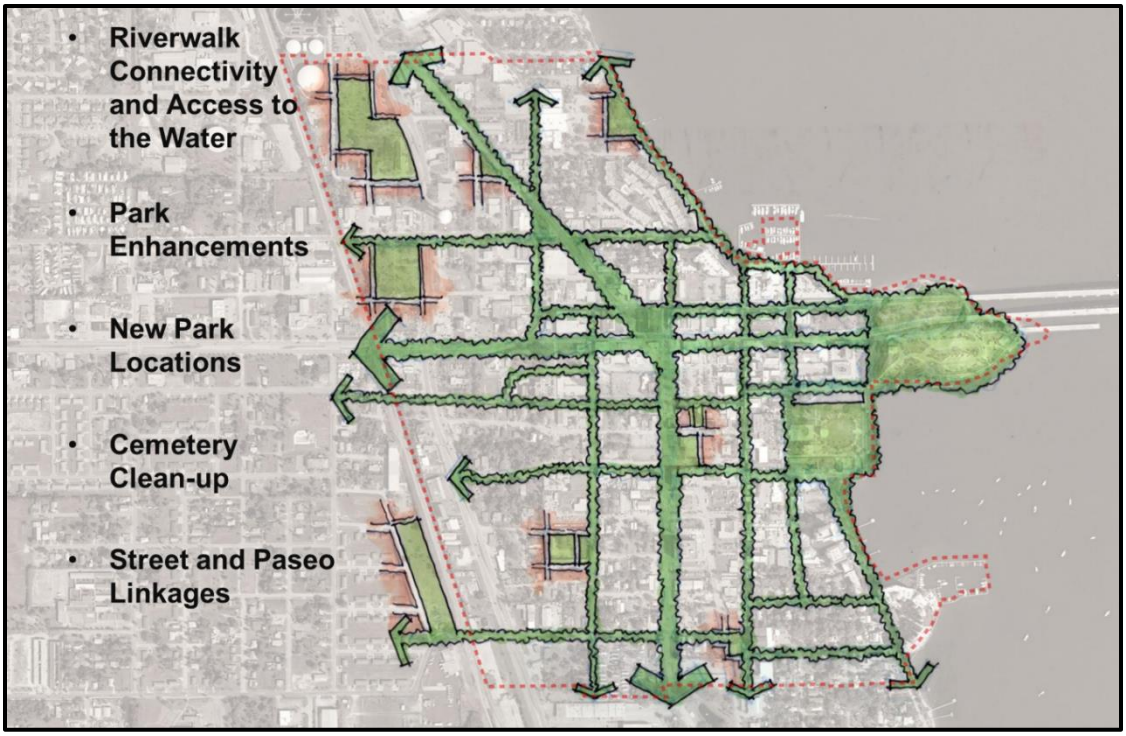
Planning Principles and Design Frameworks

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:

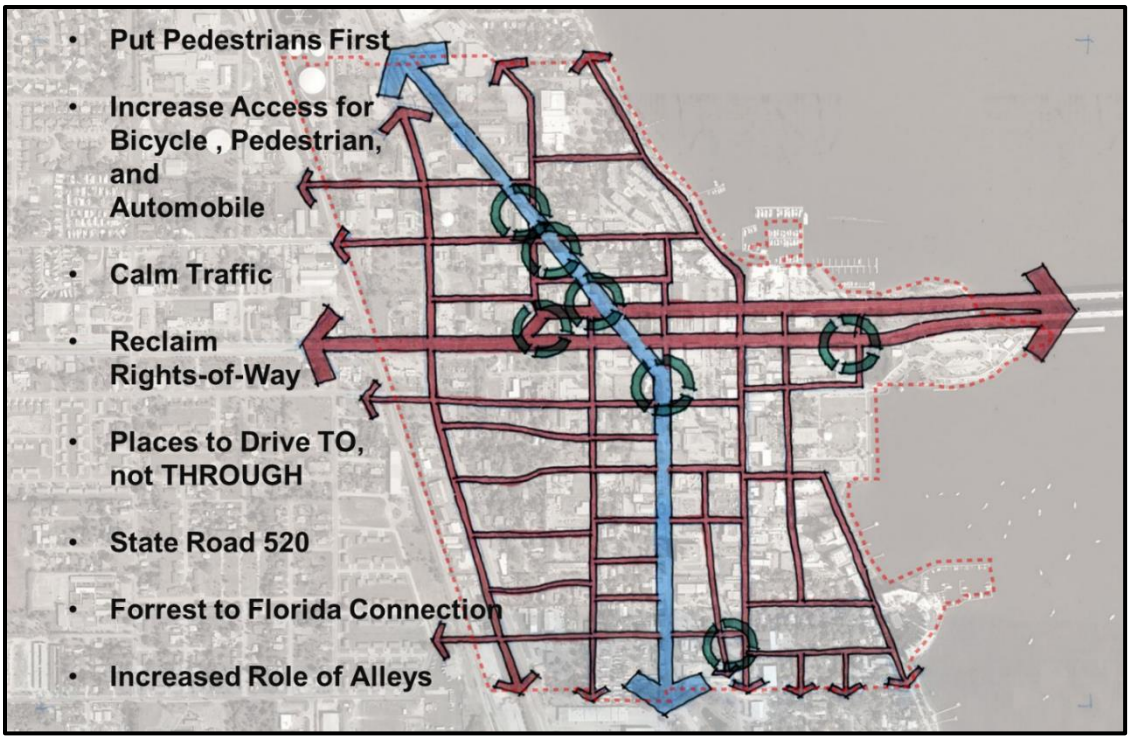
Framework I - *Connect the River to the City*



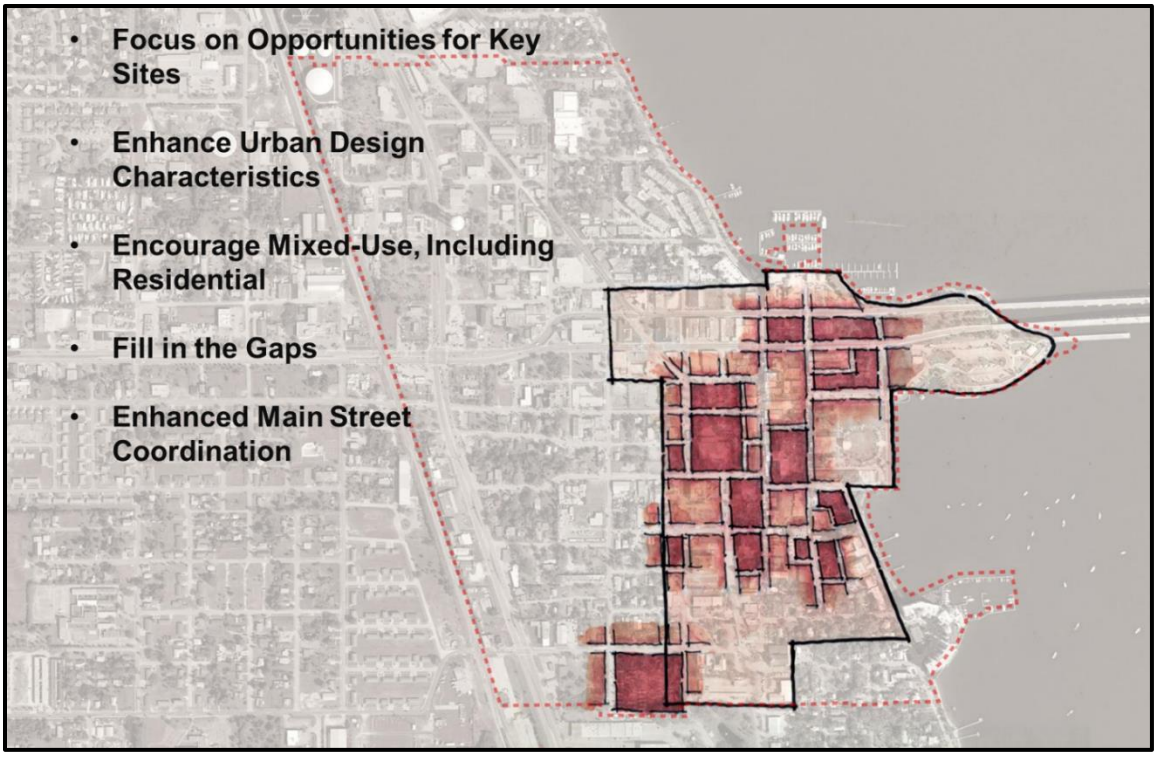
Framework II - *Enhance and Connect Open Space*



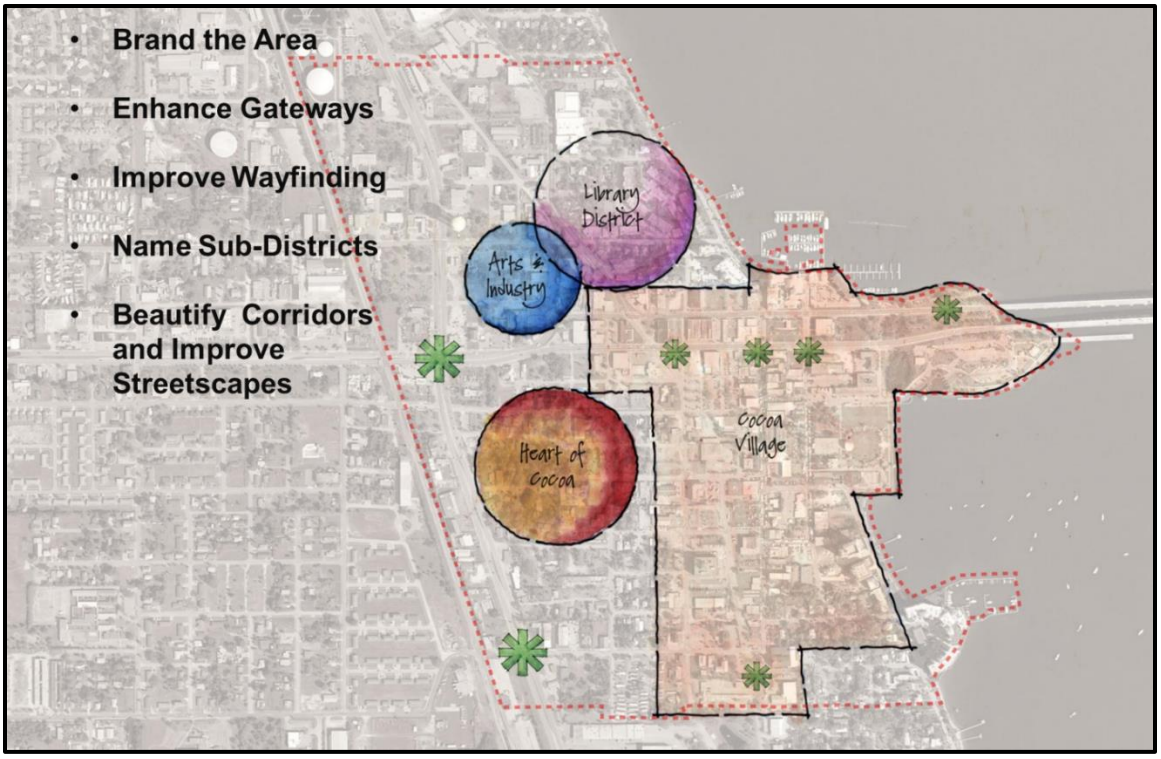
Framework III - *Livable Approach to Streets and Traffic*



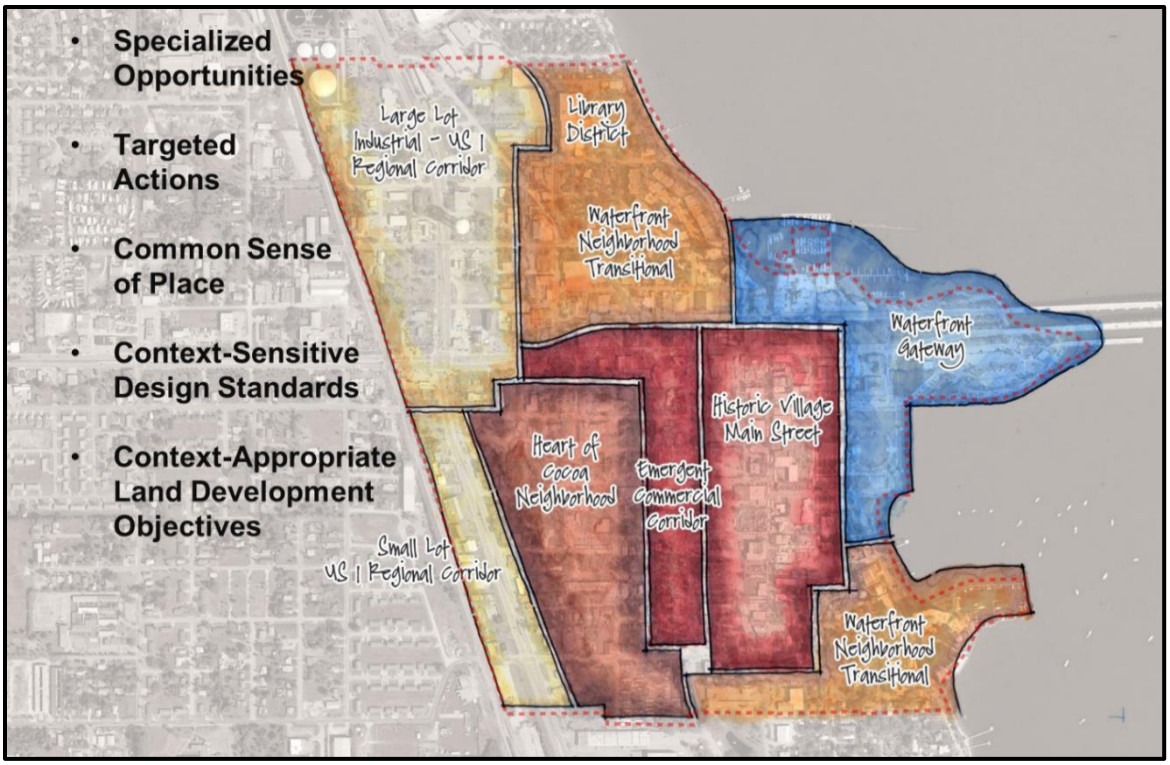
Framework IV - *Expand Main Street District-Wide*



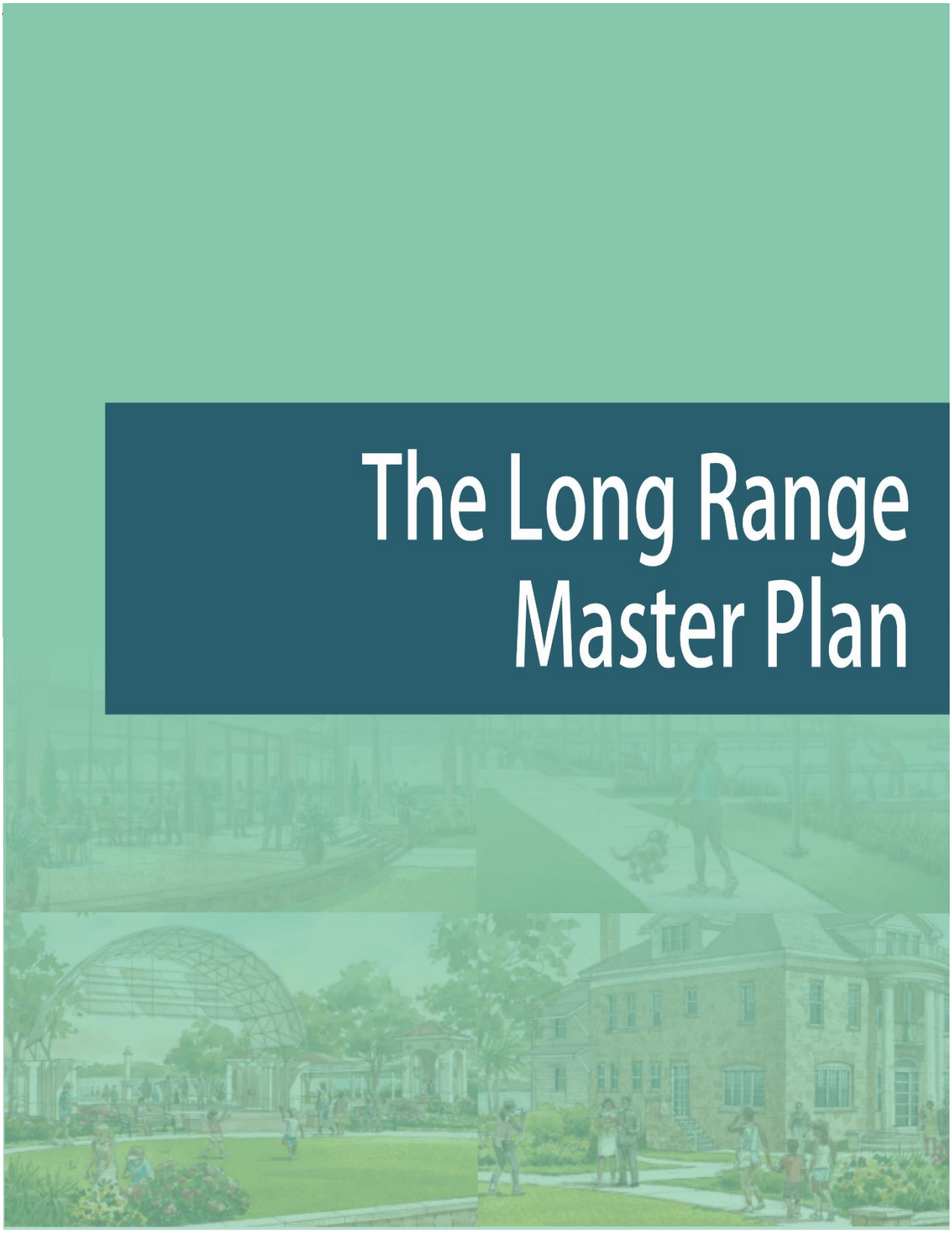
Framework V - *Enhance the Village Arts Image*



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.

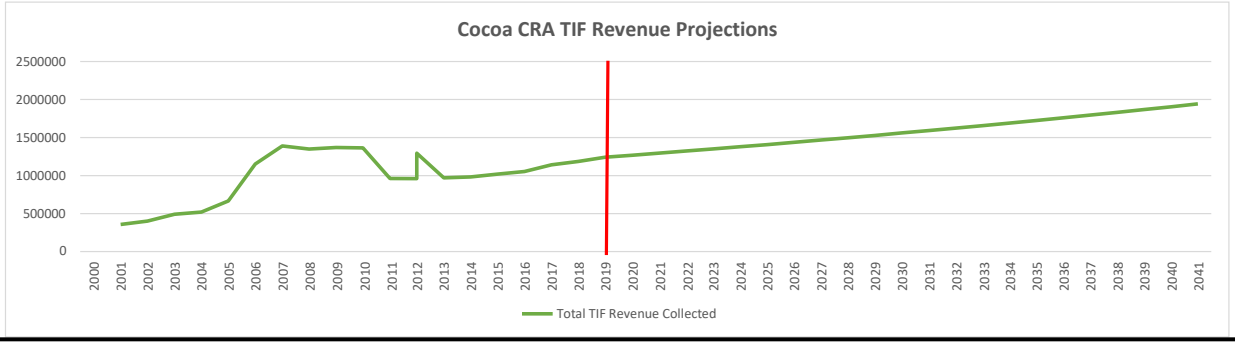
Tax Increment Revenue Projections - Cocoa CRA

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

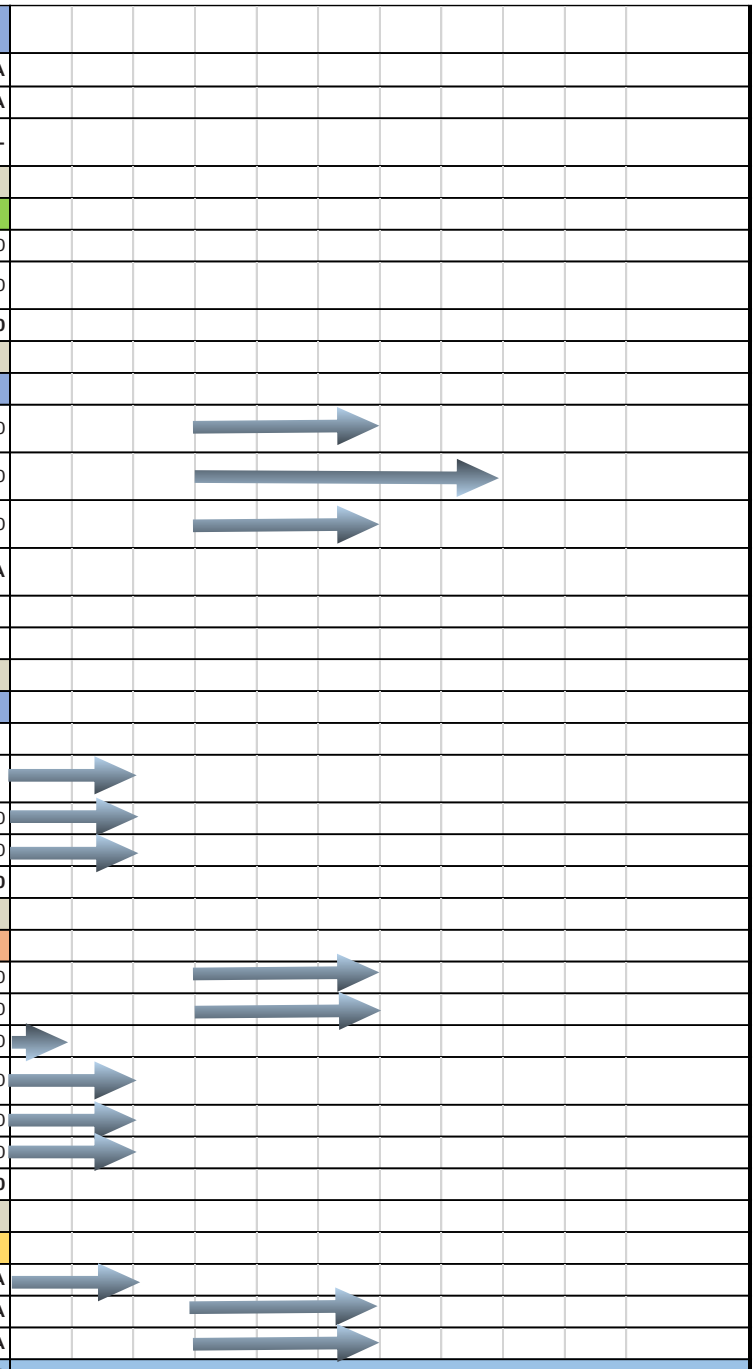
Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & 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

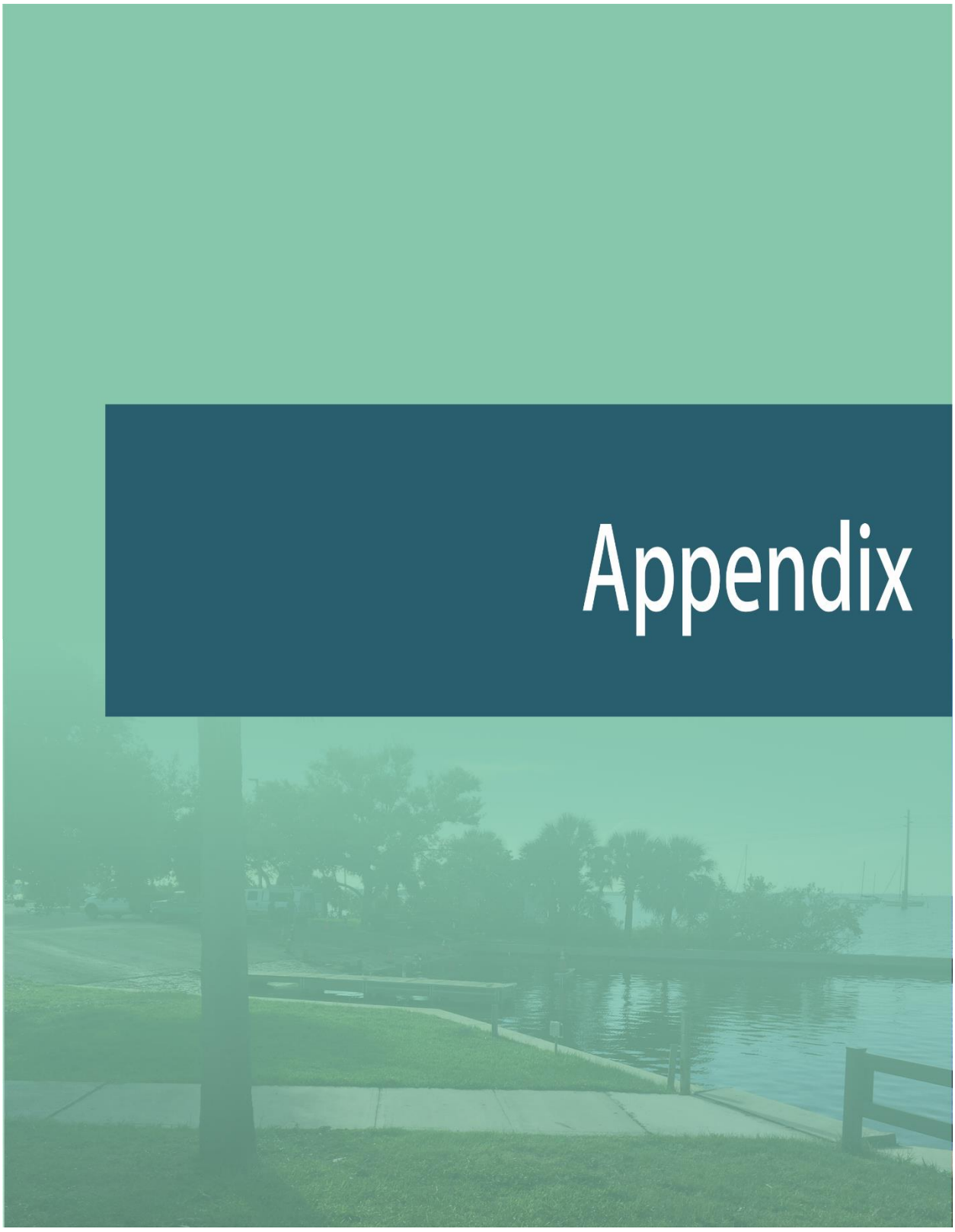
C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
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.

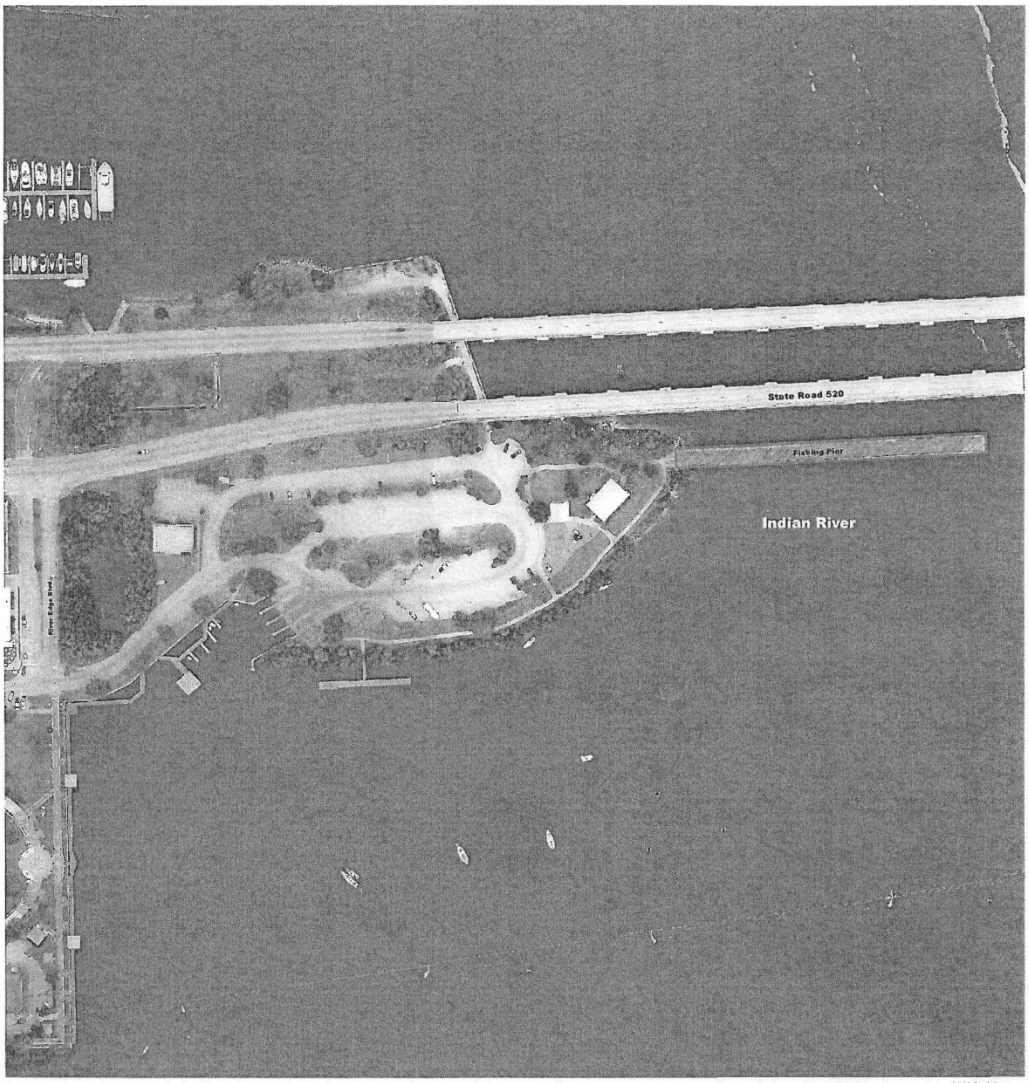
And

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



2016 Aerial

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 2956, 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.

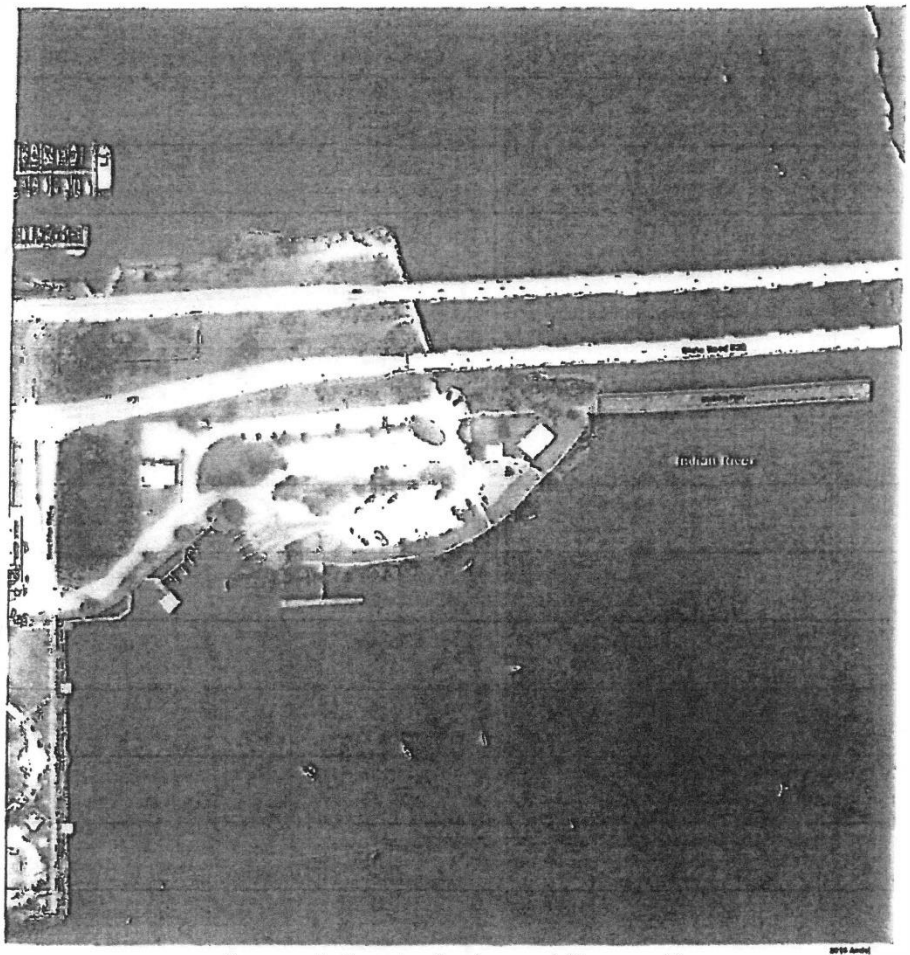
EXHIBIT "B2" TO THE COUNTY DEED



"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.

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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.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11293553&GUID=F273BFF7-C967-4CE7-8012-F9A9BBBDFEBA* is a secure document that has been embedded in this document. Double click the pushpin to view.



Exhibit A

Section 22. Cocoa Waterfront Overlay District

(A) Relationship to the Cocoa Redevelopment Area.

The Cocoa Waterfront Overlay District (CWOD) assists 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.

(B) Purpose of the Overlay

The Cocoa Waterfront Overlay District 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.

(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.
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.

(D) Existing Development

The regulations contained in this Code apply to both new development and redevelopment activities within the city of Cocoa. The standards shall apply to the redevelopment of existing sites and structures if:

1. The building floor area is being increased by more than thirty (30) percent; or
2. More than fifty (50) percent of the existing building floor area is being replaced; or
3. There is a combination of floor area increase and existing floor area replacement exceeding fifty (50) percent of the original building floor area; or
4. The existing building is being redeveloped and the cost of redevelopment is greater than fifty (50) percent of the assessed value of the building prior to the improvements.

(E) Cocoa Waterfront Overlay Sub districts

The waterfront overlay includes nine (9) sub districts and identified in the Regulating Plan. The sub districts include:

1. Cocoa Village (CV)
2. Heart of Cocoa (HC)
3. King/Willard Corridor (KW)
4. Uptown Neighborhood (UN)
5. South of the Village (SV)
6. South End (SE)
7. Waterfront (WF)
8. North of Village (NV)

(F) Uses

The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan

	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Senior elderly only housing													SE					
Singlel family, detached dwellings / Duplex	P	P		SE	P					P			P					SE
Singlel family, attached dwellings / Townhouse		P	P	SE	P	P	P	SE	P		P	SE		SE		P		SE
Recreation Facilities																		
Marinas			P			P	P		P		P					P		
Outdoor Arena facilities											SE							
Parks, Public and Private			SE	SE		SE	SE	SE	SE		SE	SE		SE		SE		SE
Public Parks and Playgrounds	SE	SE			SE					SE			SE					
Office																		
Professional service/office				P				P				P	P	P				P
Professional offices, studios, clinics, labs, general offices			P			P	P		P		P		P			P		
Business services-secretarial, drafting, repro			P	P		P	P	P	P		P	P	P	P		P		P

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Community / Service Uses																		
Child care centers, day nurseries, kindergartens		SE	SE	SE	SE	SE	SE	SE	SE		SE	SE	P	SE		SE		SE
Churches, and associated buildings	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Clinic, Animal			SE			SE	SE		SE		SE		SE			SE		
Museums, Galleries, Community Centers, Libraries	SE	SE	P		SE	P	P		P	SE	P					P		
College or University			SE				SE		SE		SE					SE		
Elementary School			SE				SE		SE		SE					SE		
Middle School			SE				SE		SE		SE					SE		
High School			SE				SE		SE		SE					SE		
Vocational School			SE				SE		SE		SE					SE		
Technical Schools, not with an industrial nature			SE				SE		SE		SE		SE			SE		
Electronic communication/trans facilities & exchanges	SE		SE			SE	SE		SE	SE	SE		SE		SE	SE	SE	
Hospitals																		
Medical Facilities		SE			SE													
Medical & Dental Clinics & Labs			P	P		P	P	P	P		P	P	P	P		P		P
Nursing homes			SE			SE	SE		SE		SE		SE			SE		
Sewer lift Stations	SE	SE	P	SE	SE	P	P	SE	P	SE	P	SE	SE	SE	SE	P	SE	SE
Utilities		SE		SE	SE			SE				SE		SE				SE

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Commercial																		
Adult Entertainment Estalishment & Sexually Oriented Businesses (see section 2.5 adult																		
Automotive Repair, enclosed structure													SE					
Automotive service stations and Wash (accessory)													P					
Bar or Lounge			SE			SE	SE		SE		SE		SE		SE	SE	SE	
Bed and breakfast establishments		SE	P	SE	P	P	P	SE	P		P	P		SE		P		SE
Car wash, full or self-service													P					
Convenience Store with gas pumps													P		P		P	
Cultural Centers, Museums, Galleries, Community Centers (commercial)			P			P	P		P		P					P		
Dry cleaning Establishments			SE			SE	SE		SE		SE		P			SE		
Financial Institutions			P	P		P	P	P	P		P	P	P	P		P		P
Gym and Fitness facilities			P			P	P		P		P					P		
Hotels and Motels		SE	P	P		P	P	P	P		P	P		P	P		P	
Package Store, beer and wine			SE			SE	SE		SE		SE		P		P	SE	P	
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor.			P	P		P	P	P	P		P	P	P	P	P	P	P	P
Pharmacy, Optical services			P			P	P		P		P		P			P		
Plant Nurseries, greenhouses															P		P	
Printing, Engraving, Repro, Publishing			P			P	P		P		P					P		
Private Clubs and Lodges	SE	SE	P	P	SE	P	P	P	P	SE	P	P	SE	P	P	P	P	P
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)			SE			SE	SE		SE		SE		P		P	SE	P	
Repair Service Establishments			P			P	P		P		P					P		
Restaurants			P	P		P	P	P	P		P	P		P		P		P
Retail Stores (except Automotive)			P			P	P		P		P		P			P		
Retail Commercial				P				P				P		P				P
Retail Sales outlet													P		P		P	
Retail Stores w/outside display															P		P	
Sales Office - temporary - no longer than 120 days			SE			SE	SE		SE		SE					SE		
Self-Service Storage			SE			SE	SE		SE		SE		SE			SE		

(F) Uses – Table Footnote:

1. Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (1). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

(G) Regulating Plan.

The regulating plan is the principal tool for implementing the standards in this Section and identifies, by sub districts, the permitted building types and street setbacks for the Cocoa Waterfront Overlay District.

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

4/13/2021

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

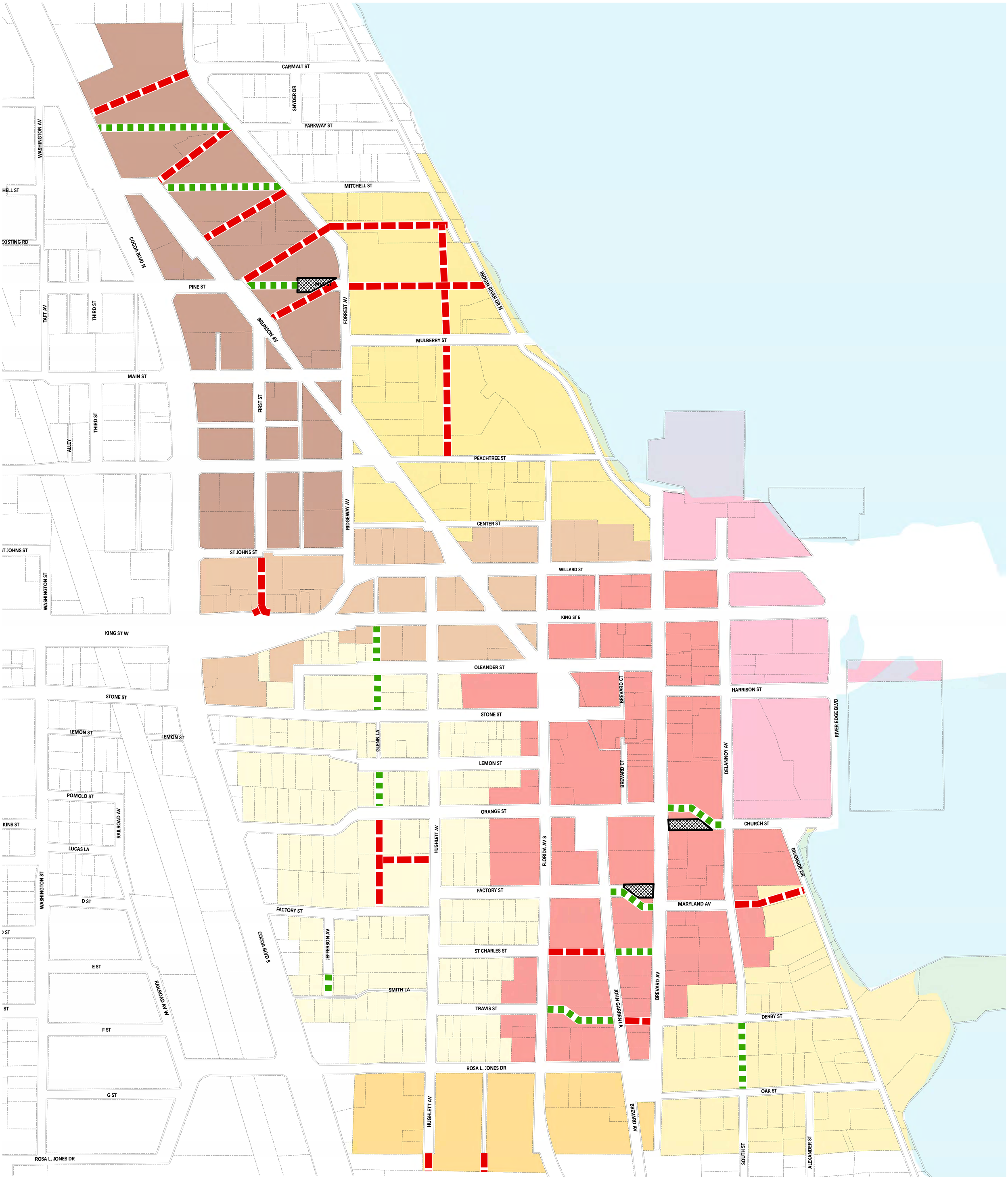
● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

---#/#---
CS — Additional building type allowed for this parcel only
---#/#--- — Required minimum and maximum street setback (in feet)
---#/#--- — Break in street setback dimension
---#/#--- — Right of way line (beginning point of street setback measurment)
Internal Lot Line



Transformational Connections

Incremental Connections

New Development Parcels

This Future Roadway Connections Map is adopted as part of the Form-Based Code Regulating Plan, but is not itself a regulatory map. The future roadway connections depicted are highly encouraged by the City to improve traffic circulation, promote redevelopment, and enhance livability around the Cocoa downtown vicinity, but are not required as a part of this plan. Future connections are divided into two potential types: Incremental and Transformational.

1) Incremental Roadway Connections are future road connections that likely:
- Do not require significant realignment of major intersections;
- Do not require major demolition of existing buildings; and
- Do not require aggregation and redevelopment of multiple parcels.

2) Transformational Roadway Connections are future road connections that likely:
- Require significant realignment of major intersections;
- Require major demolition of existing buildings; or
- Require aggregation and redevelopment of multiple parcels.

These potential connections illustrate how large blocks can be broken up to create additional network; how offset streets can be realigned to create through-streets; and how new development blocks can be formed. In some cases, such as in the North of the Village Design District, incremental or transformational connections can be made depending on future aggregation of development parcels into a large redevelopment site. In the case of the South End Design District, connections are shown to future redevelopment sites outside the city limits to the south.

Potential Future Road Connections

City of Cocoa Form-Based Code

Cocoa, FL
2012-11-28
60211027

0 50' 100' 200' 400' 600'

North

AECOM
150 North Orange Avenue
Orlando, Florida 32801
P: (407) 843-6552
F: (407) 839-1789
www.aecom.com

(H) Circulation Standards

1. Block Pattern.
   The current street framework for the Cocoa Waterfront Overlay District and block size shall remain intact. Additional street connections for vehicular use and pedestrian connections should be reviewed during a submittal for application. A general Circulation Map for the Cocoa Waterfront Overlay District highlights potential connections that should be reviewed an assessed at the type of development review. The waterfront area within the Cocoa Waterfront Overlay District shall remain intact.
2. Vehicular Access, new development
   (a) A system of joint use driveways and cross access easements shall be established wherever feasible and the building site shall incorporate the following:
      i. A continuous service drive or cross access extending the entire length of each parcel served to provide for driveway separation consistent with access management classification system and standards.
      ii. Stub-outs and other design features to make it visually obvious that the butting properties may be tied in to provide cross access via a service drive;
      iii. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever practicable.

(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:

1. Lot requirements

Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage;

2. Building envelope: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards for Urban and Suburban development. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback; and

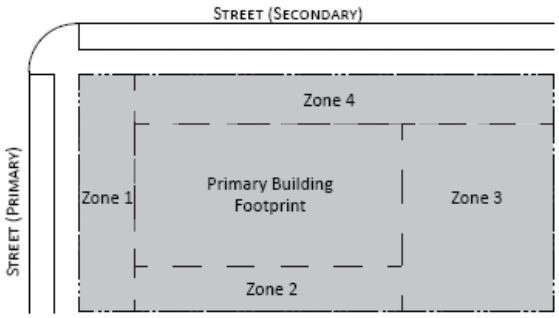
3. Accessory Structure Envelope: provides the setbacks and maximum building footprints permitted for accessory structures. In no case shall an accessory structure exceed the height of the primary structure on the parcel.

4. Building height: Provisions for permitted heights in stories (st). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed

twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height shall be measured from finished floor.

5. Parking provisions: The amount of parking shall be determined by Article XII, Off street parking, of the Land Development Regulations. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel in accordance to Appendix A, Article 12. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

   Zone 1: the right-of-way of any primary street.
   Zone 2: any common interior lot line.
   Zone 3: any rear lot line.
   Zone 4: the right-of-way of any secondary street.



6. Private frontages, refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

Design Districts and Building Types Table

Design District	Homestead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Townhouse (TH)	Apartment Building (AB)	Courtyard 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)	Institutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP
Heart of Cocoa (HC)		P	P	P	P(1)			(2)					P	
King/Willard Corridor (KW)			RP		RP	RP	RP	P	P		P		P	
Uptown Neighborhood (UN)		P	P	P	P								P	RP
South of the Village (SV)	P	P	P	P	P	RP	RP	RP					P	
South End (SE)				P	P	P	P	P	P		RP		P	
Waterfront (WF)						P	P	P	P	P	RP		P	RP
North of Village (NV)					P	P	P	P	P		RP	RP	P	

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.

HO HOMESTEAD

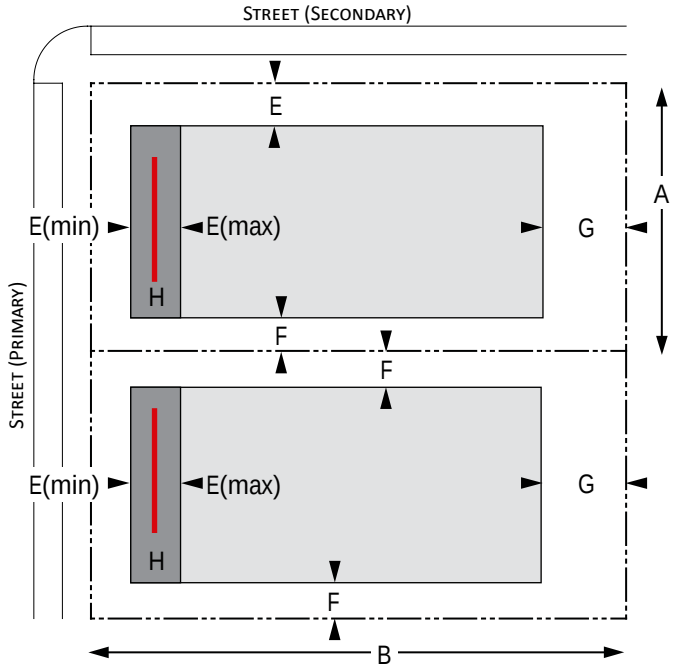
A building lot located and designed to accommodate a detached building with large side, rear yards and front yards for a rural area.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	21,780	--
D - Lot Coverage (%)	--	25
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)	25	--
G - Rear Setback (ft)	40	--
H - Frontage Buildout (%)	--	--
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)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

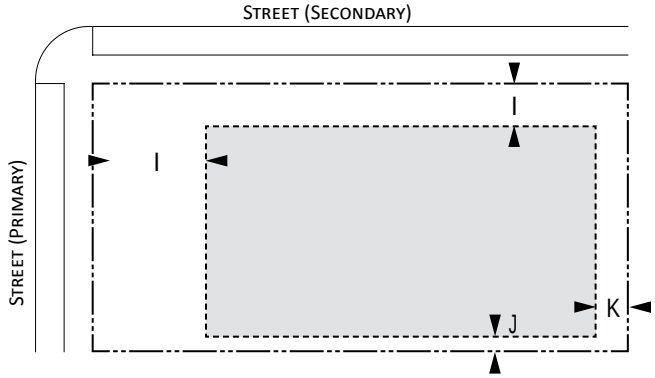


EXAMPLE

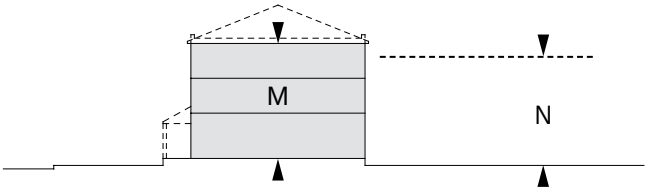
LOT REQUIREMENTS AND BUILDING ENVELOPE



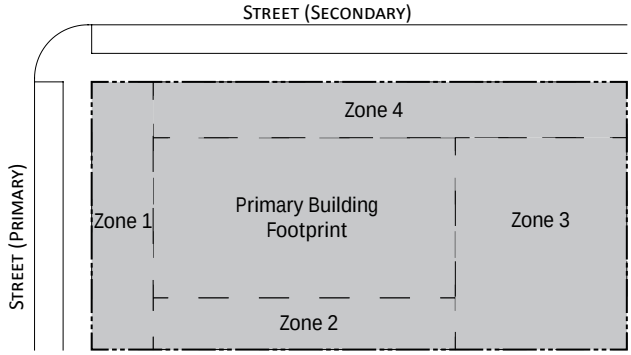
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



ES ESTATE

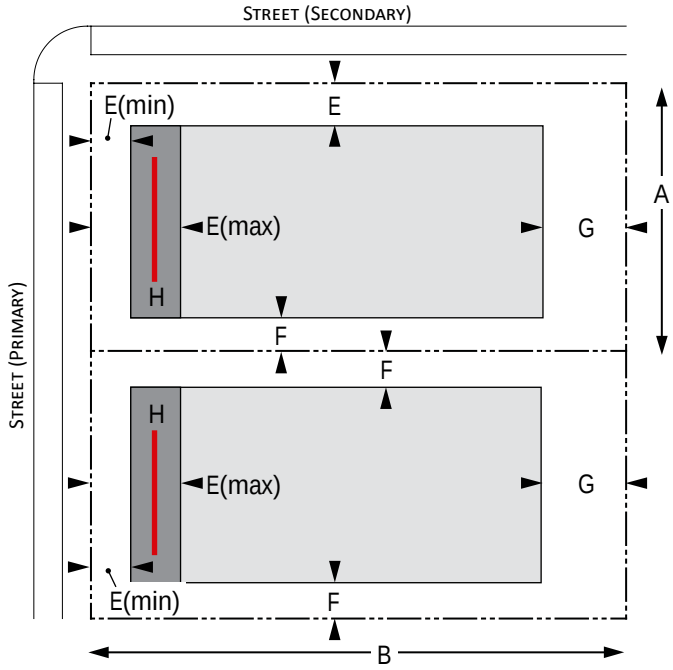
A building lot located and designed to accommodate a detached building with large side, rear and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	70	120
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	10,000	21,780
D - Lot Coverage (%)	--	30
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)	10	--
G - Rear Setback (ft)	25	--
H - Frontage Buildout (%)	--	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)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

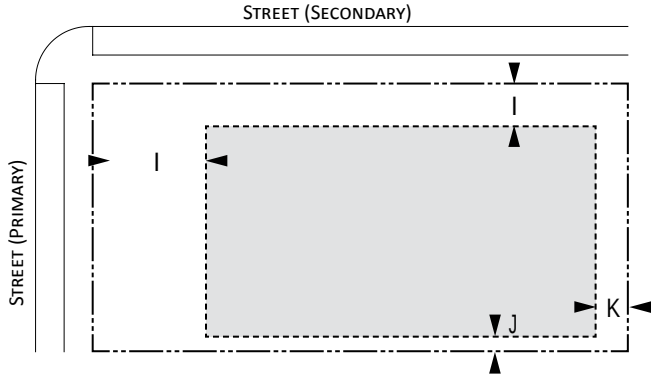


EXAMPLE

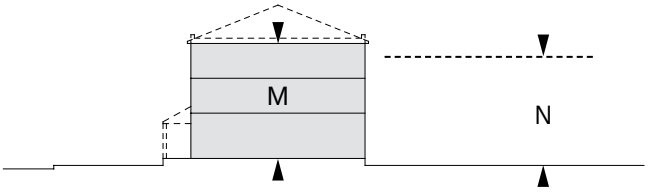
LOT REQUIREMENTS AND BUILDING ENVELOPE



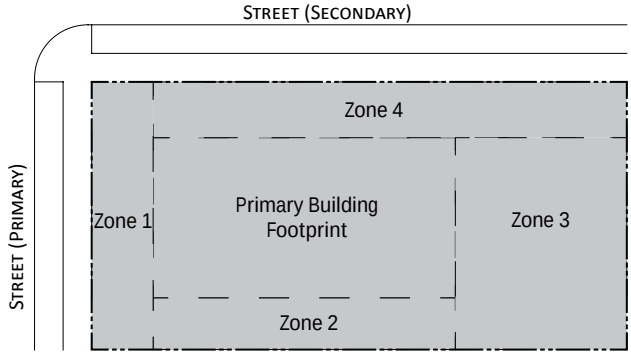
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



HS HOUSE

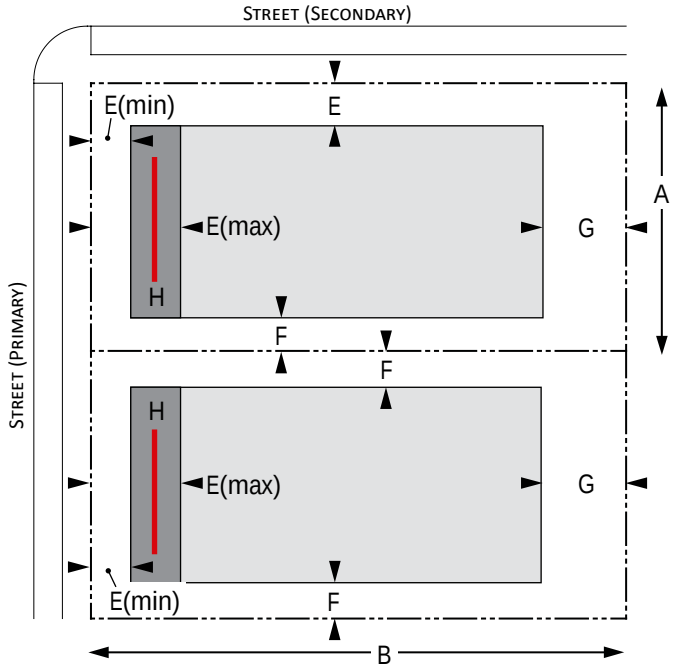
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
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)	20	--
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)	1	3
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4 *	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

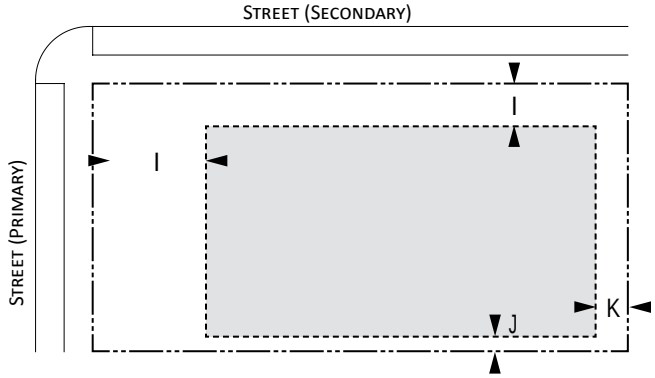


EXAMPLE

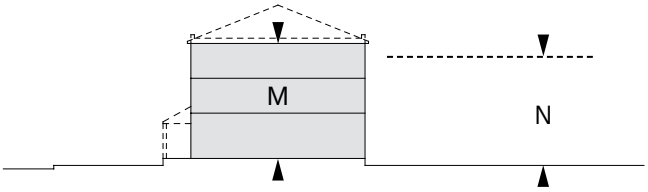
LOT REQUIREMENTS AND BUILDING ENVELOPE



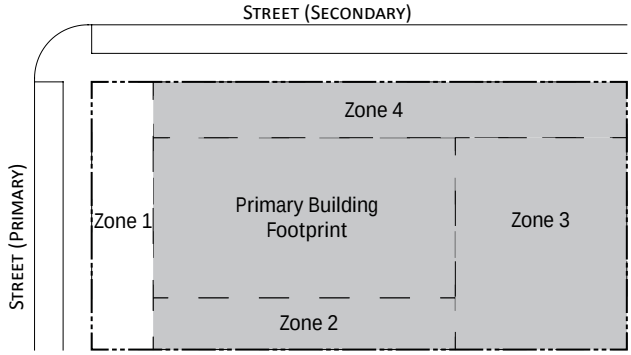
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CO COTTAGE

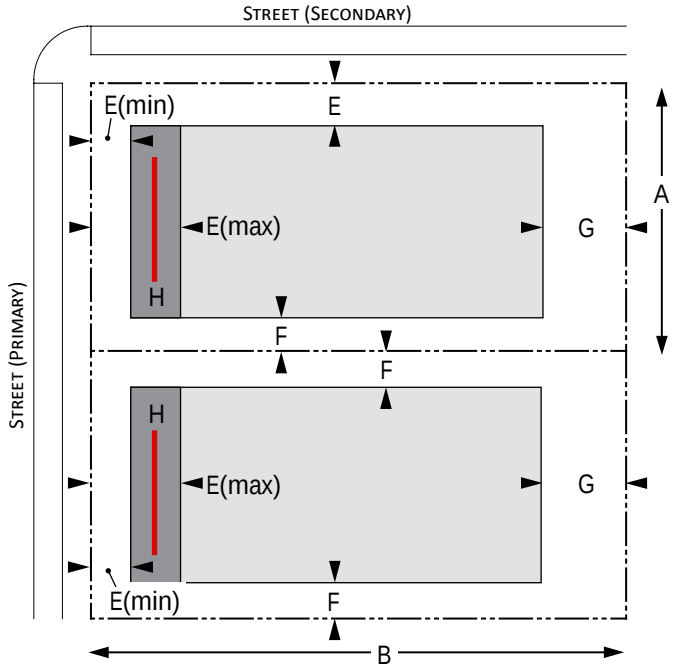
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	4,800
D - Lot Coverage (%)	--	50
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)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
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)	1	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

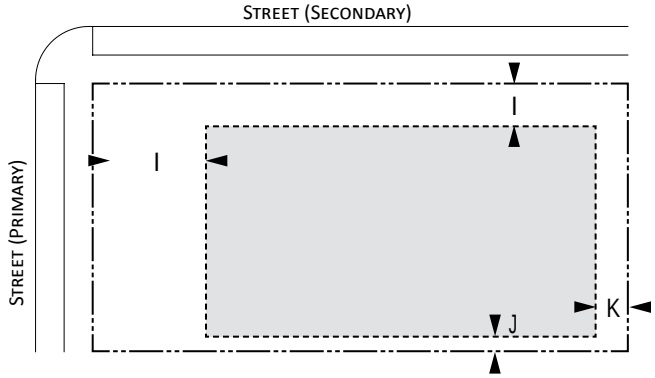


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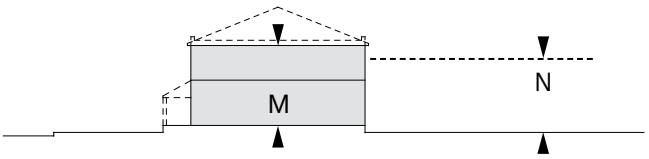
LOT REQUIREMENTS AND BUILDING ENVELOPE



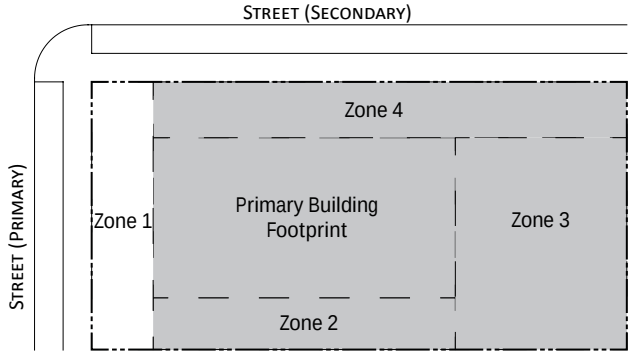
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



TH TOWNHOUSE

A building lot located and designed to accommodate a building with sidewalls on both side building lot lines and a private garden to the rear.

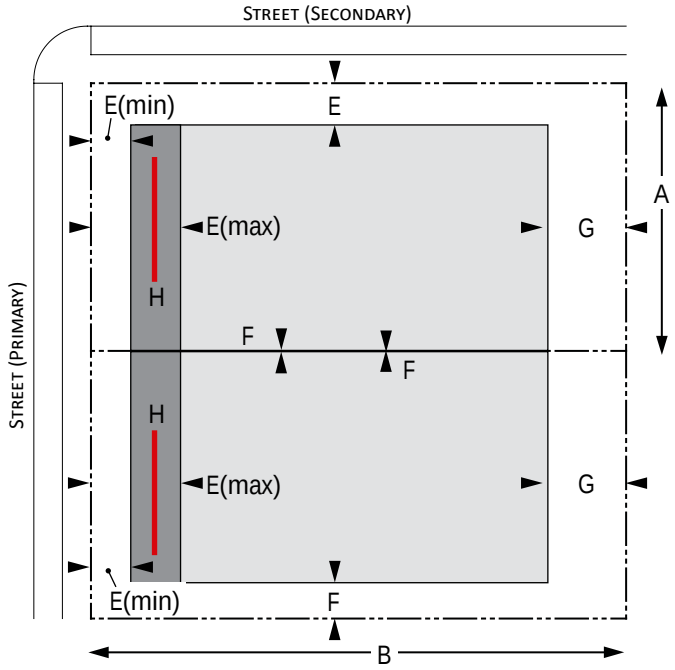
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	--
G - Rear Setback (ft)	15	--
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)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

^ End unit lot may be up to 10' larger.
* 10' Separation required from adjacent detached building.

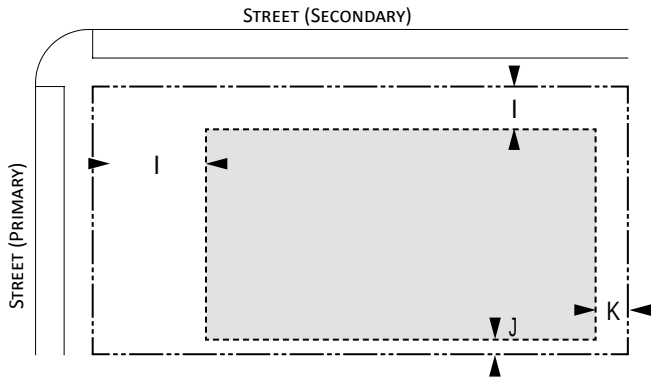


EXAMPLE

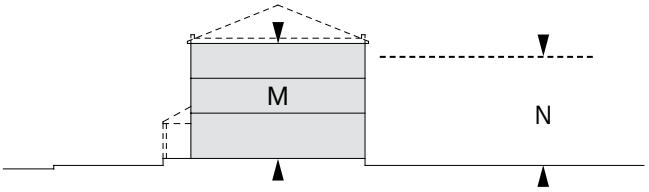
LOT REQUIREMENTS AND BUILDING ENVELOPE



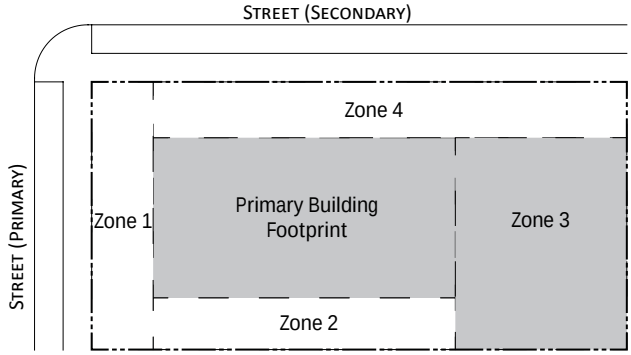
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



AB APARTMENT BUILDING

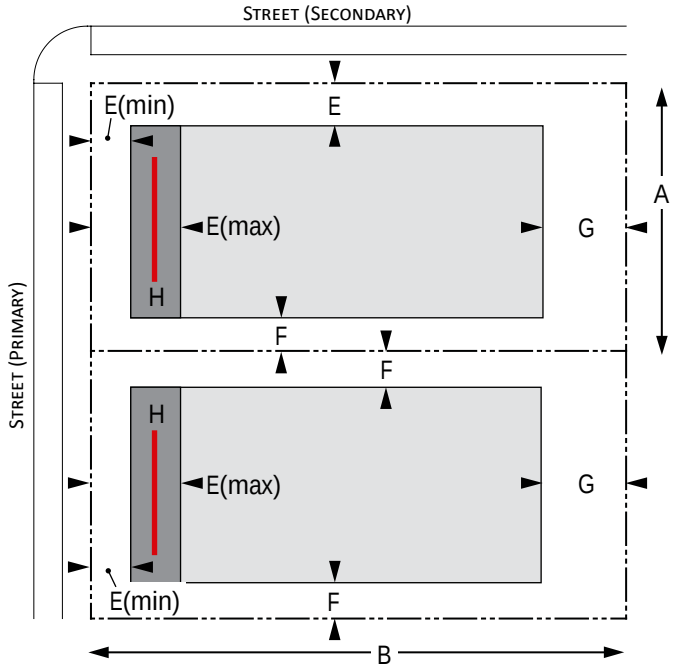
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

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	

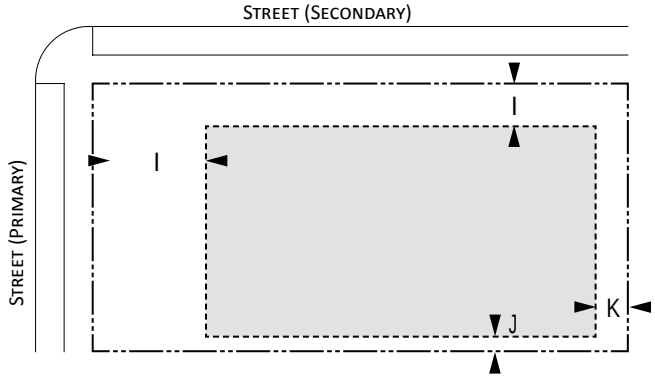


EXAMPLE

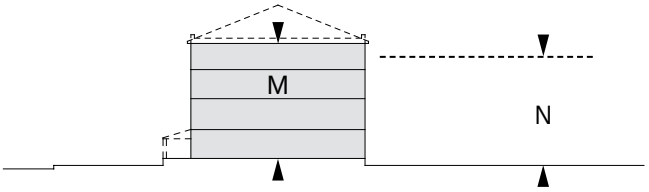
LOT REQUIREMENTS AND BUILDING ENVELOPE



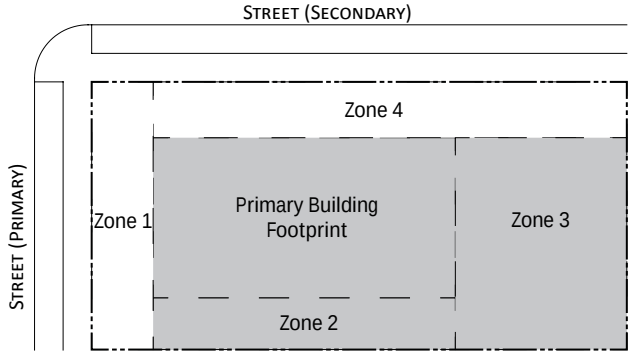
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CA COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

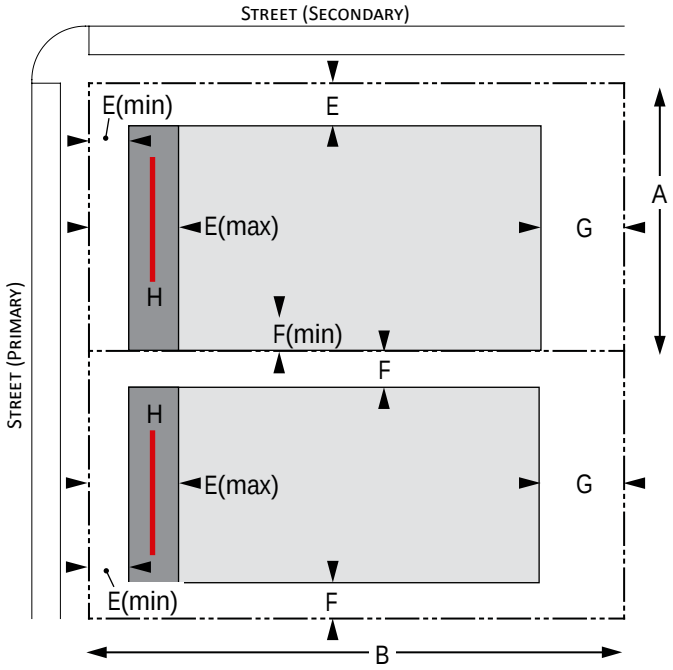
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	80	120
B - Lot Depth (ft)	80	180
C - Lot Size (sf)	9,000	20,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	10
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	75
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:**	
	F	

* 10' Separation required from adjacent detached building

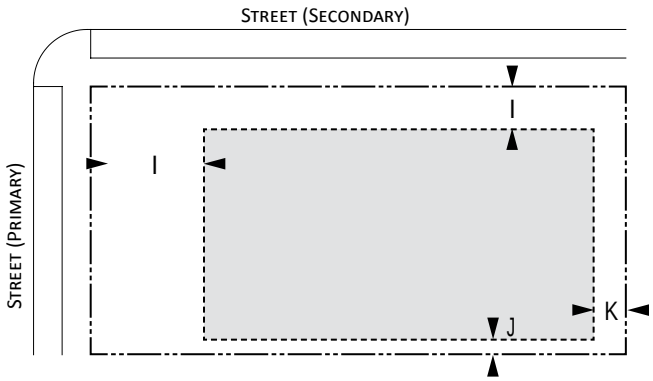


EXAMPLE

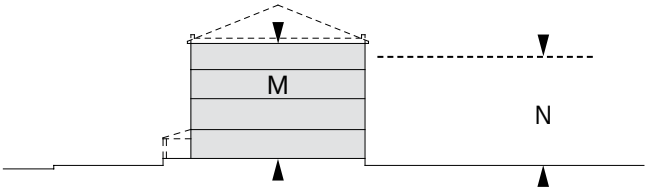
LOT REQUIREMENTS AND BUILDING ENVELOPE



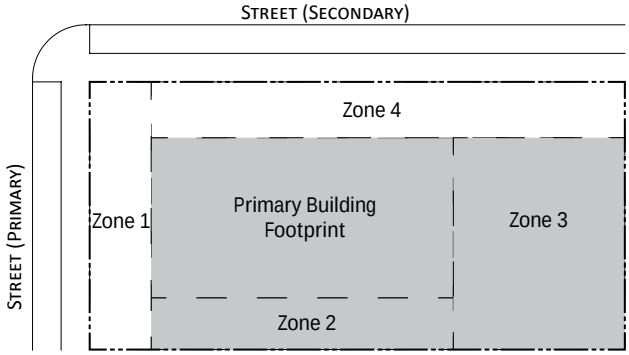
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CS COMMERCIAL/ MIXED-USE - SMALL

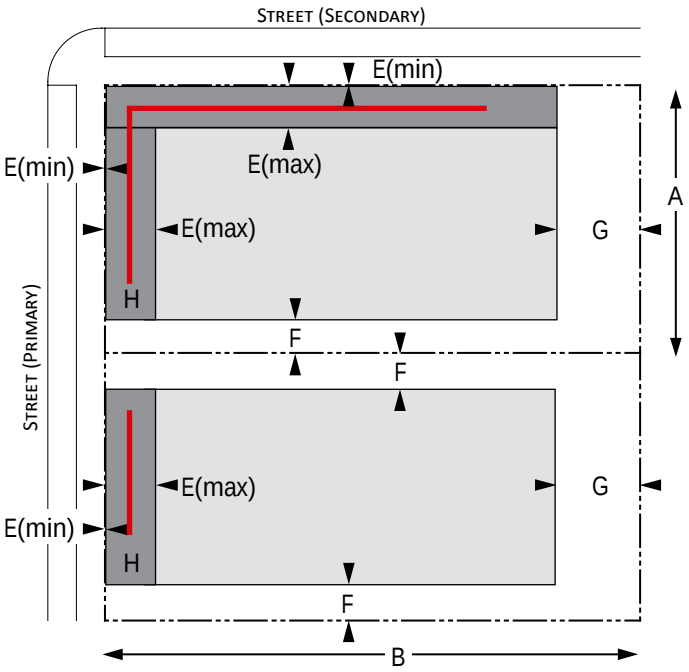
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,800	7,200
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	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	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	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:**	
	C	

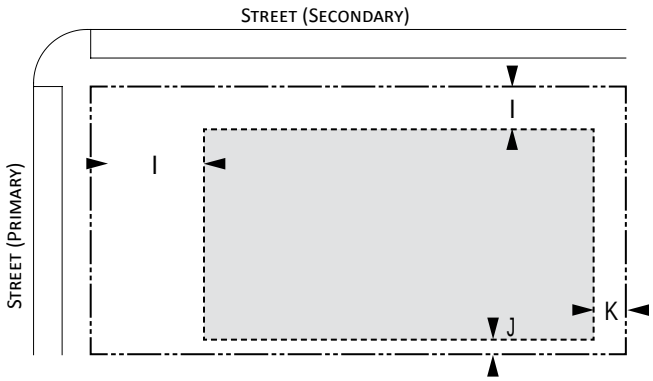


EXAMPLE

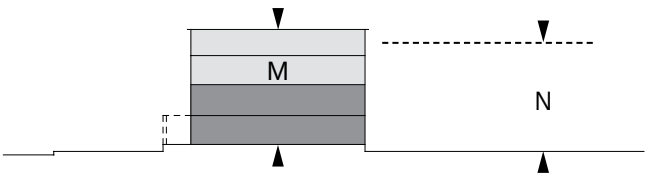
LOT REQUIREMENTS AND BUILDING ENVELOPE



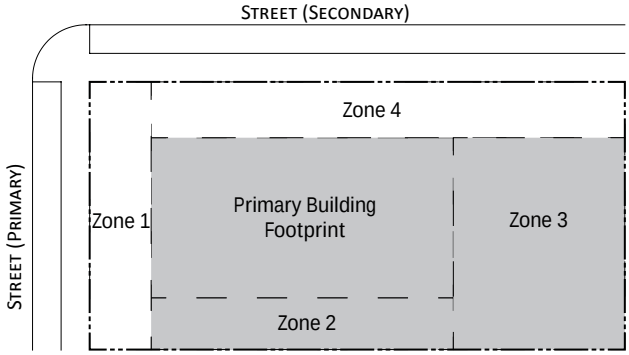
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

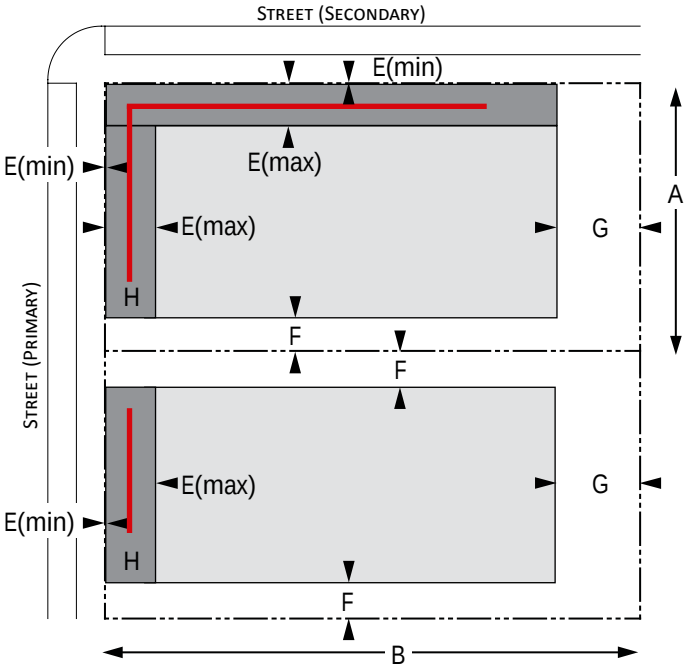
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for average lot sizes.

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	

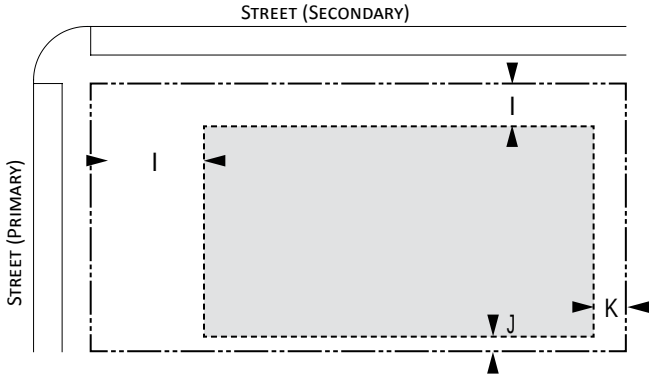


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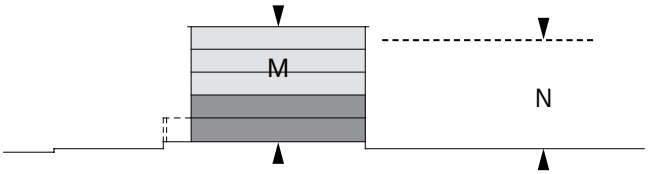
LOT REQUIREMENTS AND BUILDING ENVELOPE



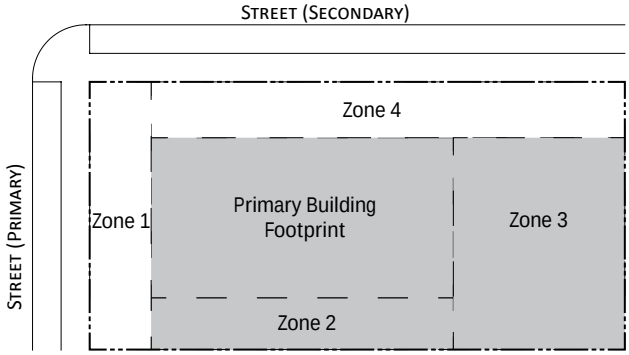
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CL COMMERCIAL/ MIXED-USE - LARGE

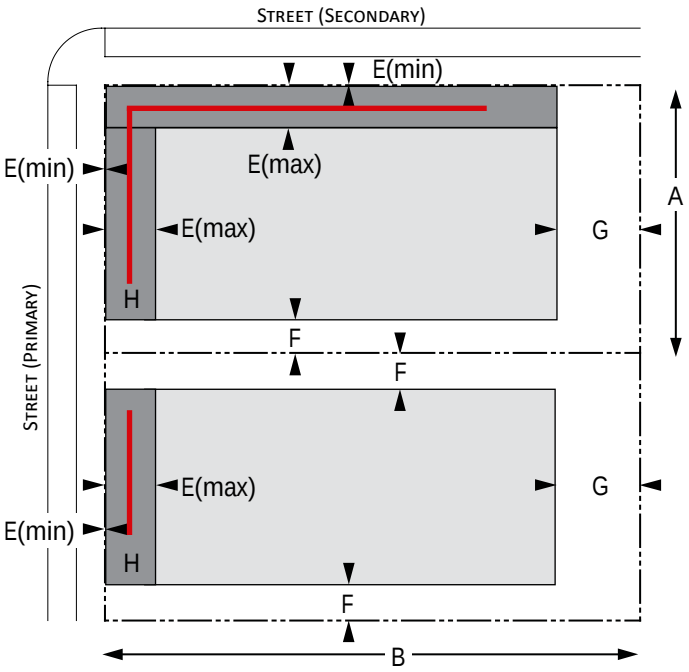
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for larger lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	150,000
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	8
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	

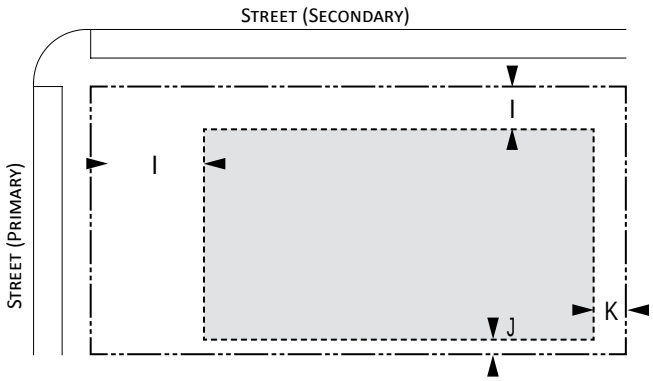


EXAMPLE

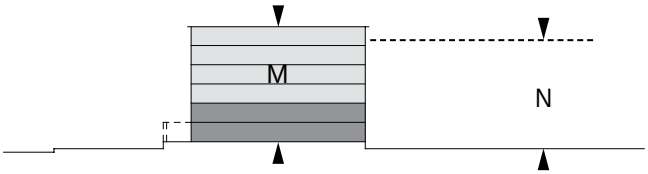
LOT REQUIREMENTS AND BUILDING ENVELOPE



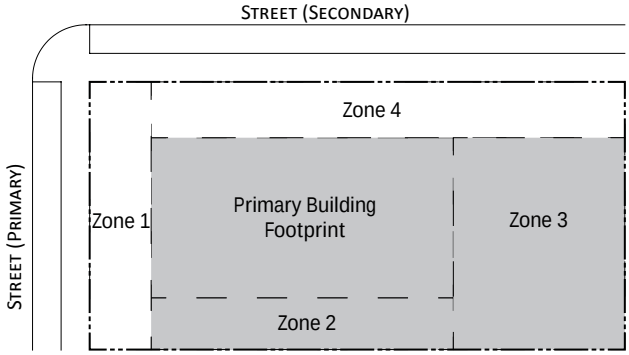
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



SC SINGLE STORY COMMERCIAL BUILDING

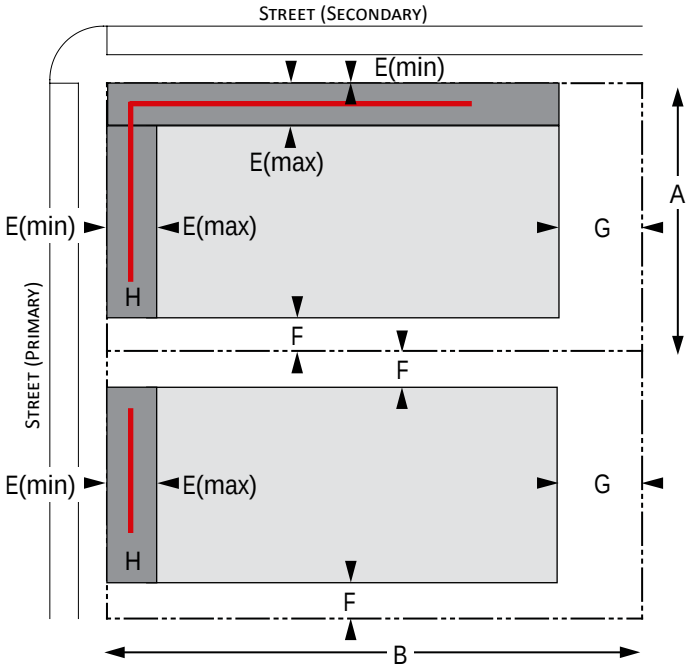
A building lot located and designed to accommodate single use o ce and retail.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	400
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
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)	15	--
H - Frontage Buildout (%)	50	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)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

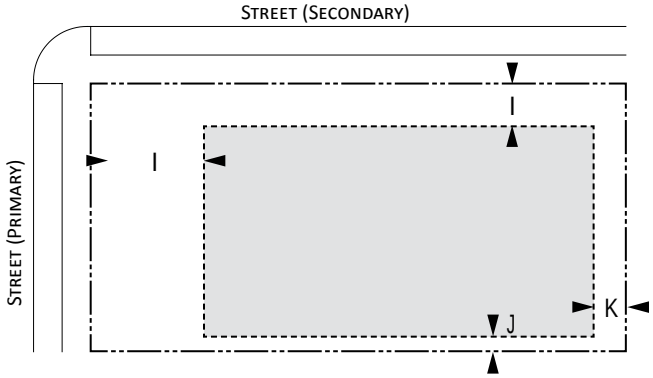


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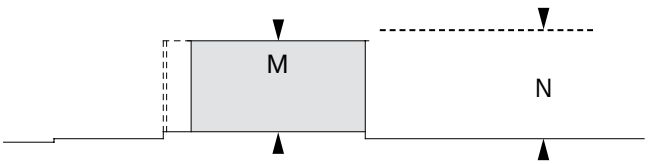
LOT REQUIREMENTS AND BUILDING ENVELOPE



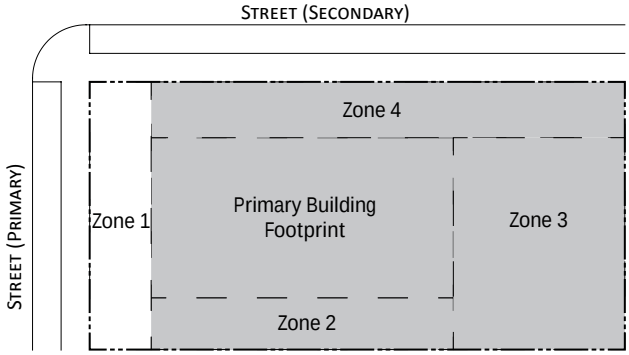
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



LF LARGE FOOTPRINT SINGLE STORY COMMERCIAL BUILDING

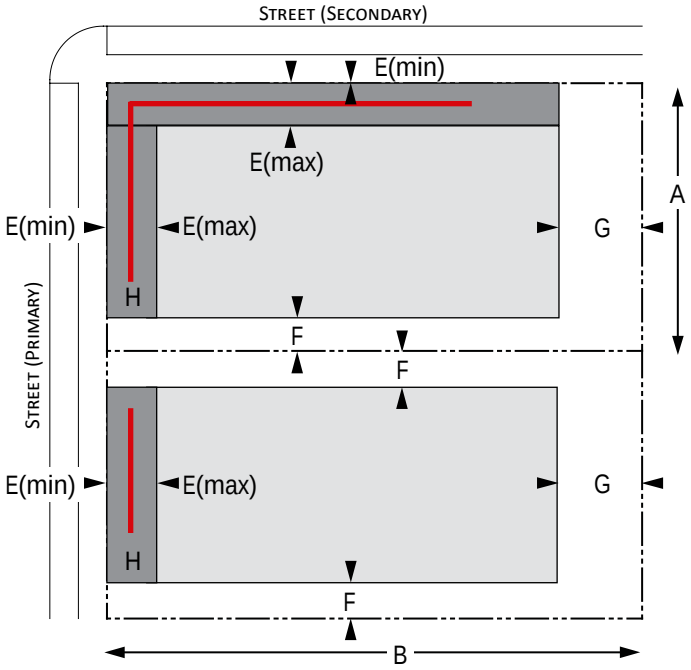
A building lot located and designed to accommodate a large footprint building with one or more uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	300	--
B - Lot Depth (ft)	300	--
C - Lot Size (sf)	90,000	--
D - Lot Coverage (%)	60	--
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 (%)	50	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)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

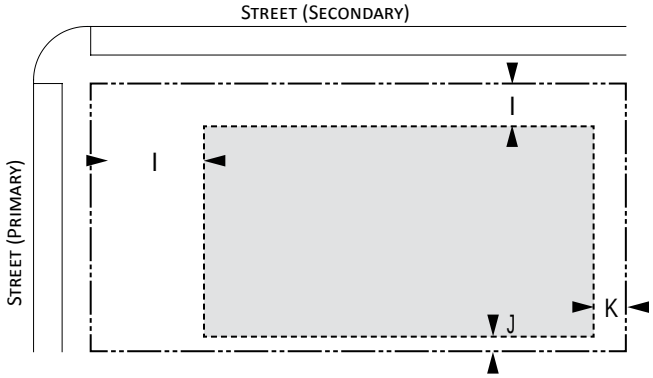


EXAMPLE

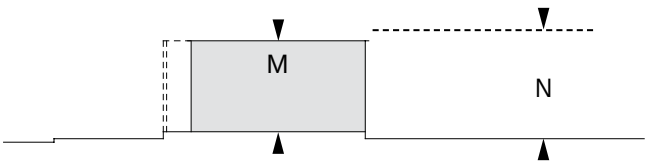
LOT REQUIREMENTS AND BUILDING ENVELOPE



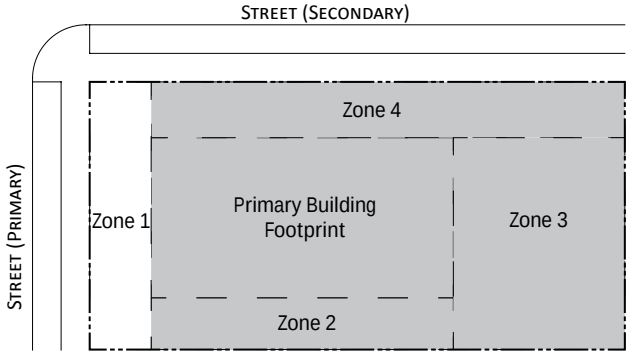
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



IT INSTITUTIONAL

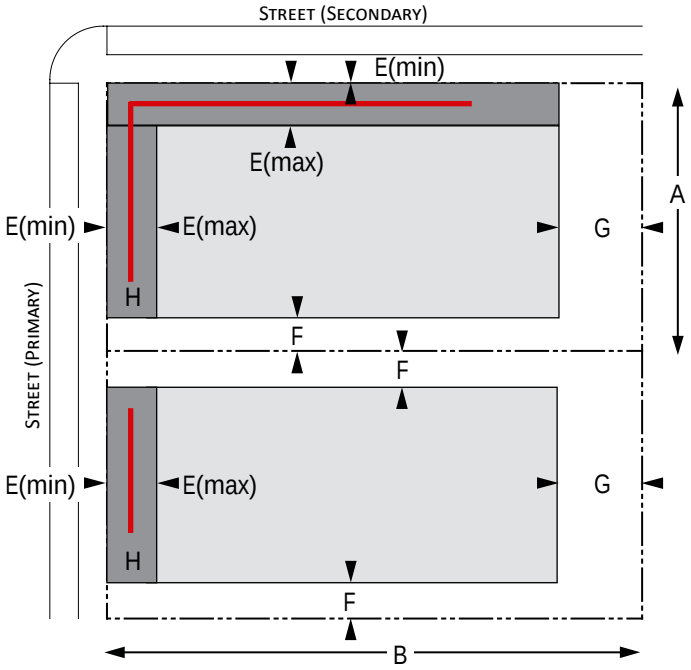
A building lot located and designed to accommodate institutional users such as day care, social services, hospitals, places of worship, and schools.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
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)	15	--
H - Frontage Buildout (%)	50	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)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
Allowable Frontages	C *	

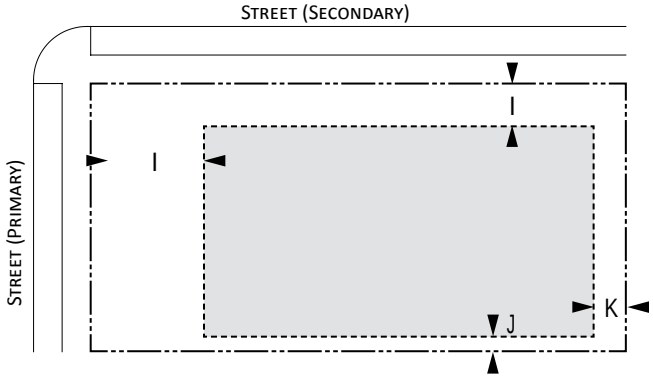


EXAMPLE

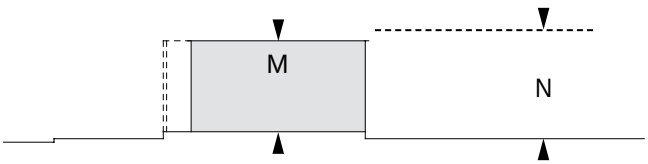
LOT REQUIREMENTS AND BUILDING ENVELOPE



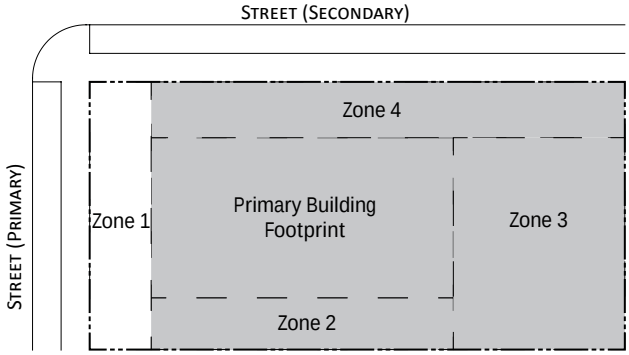
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CI CIVIC BUILDING

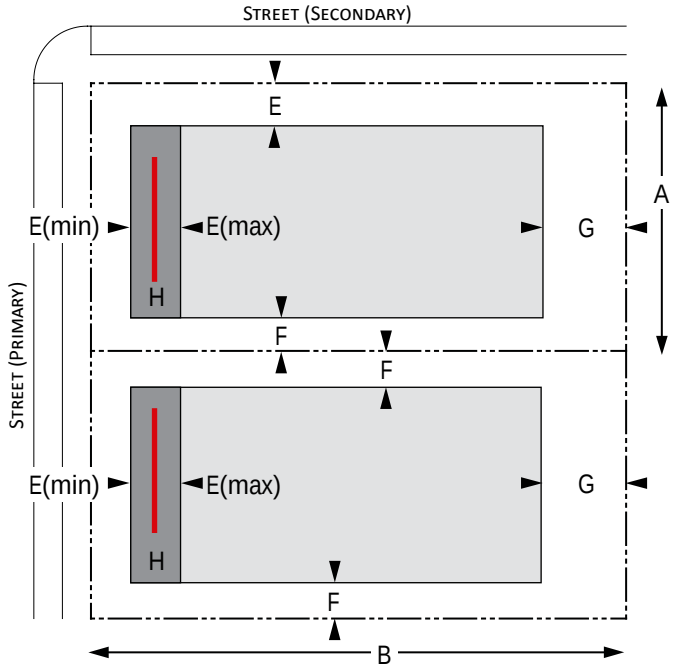
A building lot located and designed to accommodate a building containing government uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	--	--
B - Lot Depth (ft)	--	--
C - Lot Size (sf)	--	--
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)	10	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	--	--
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)	1	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	No specific frontage required**	

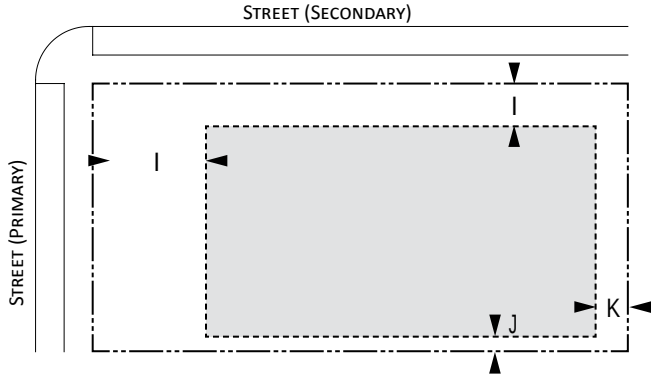


EXAMPLE

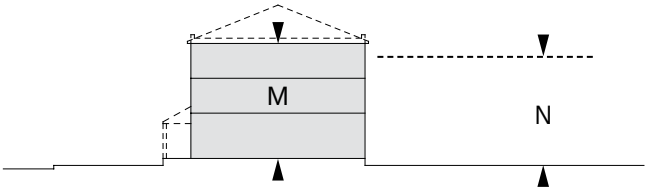
LOT REQUIREMENTS AND BUILDING ENVELOPE



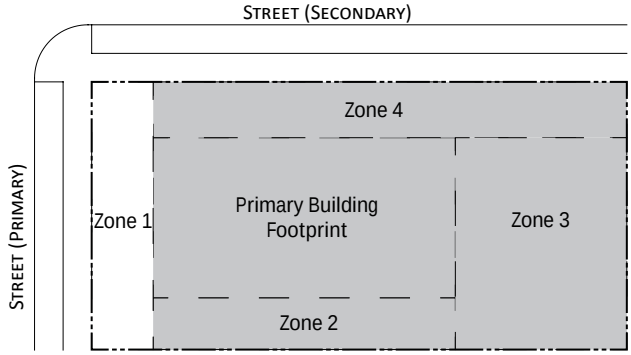
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



(J) Design Standards

Each building type permits one principal building at the frontage and one outbuilding to the rear of the principal building as provided for each lot requirements by building type.

The following private frontages are either required or permitted by building type and/or district as provided in the tables on each building type. The specific parameters for each private frontage are illustrated in this section.

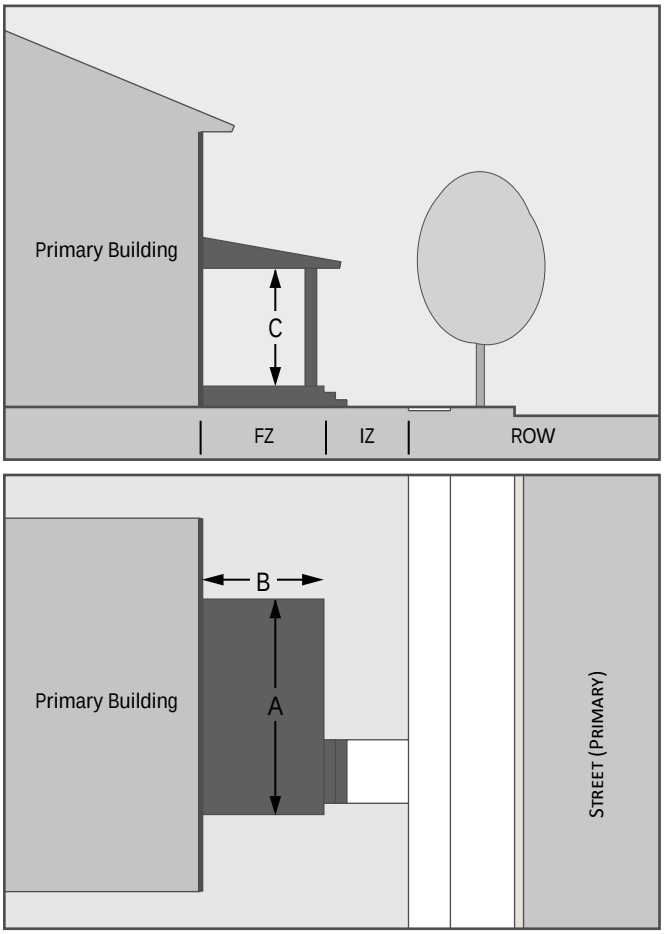
1. Range of Private Frontages:
   (a) Commercial(C)
   (b) Porch (P)
   (c) Stoop (S)
   (d) Forecourt (F)

P PORCH (Sec. (J)1.(a)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached front porch structure. A wide variety of porch designs are possible.

FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	--
B - Depth (clear) (ft)	5	--
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







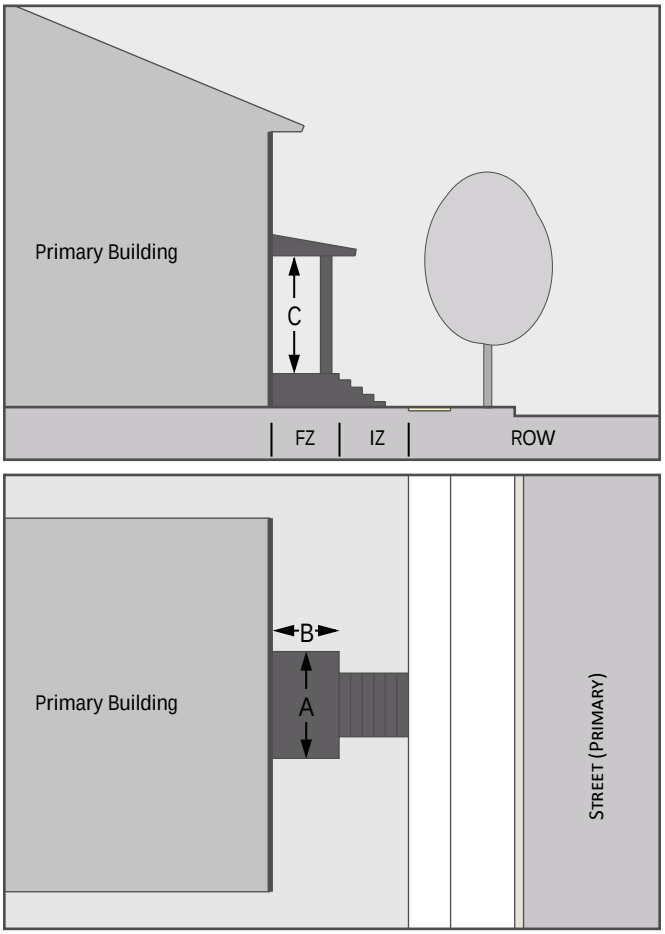


STOOP (Sec. (J)1.(b)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. e ground oor is elevated to provide privacy. e stoop may include a roof.

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	8
B - Depth (clear) (ft)	3	8
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







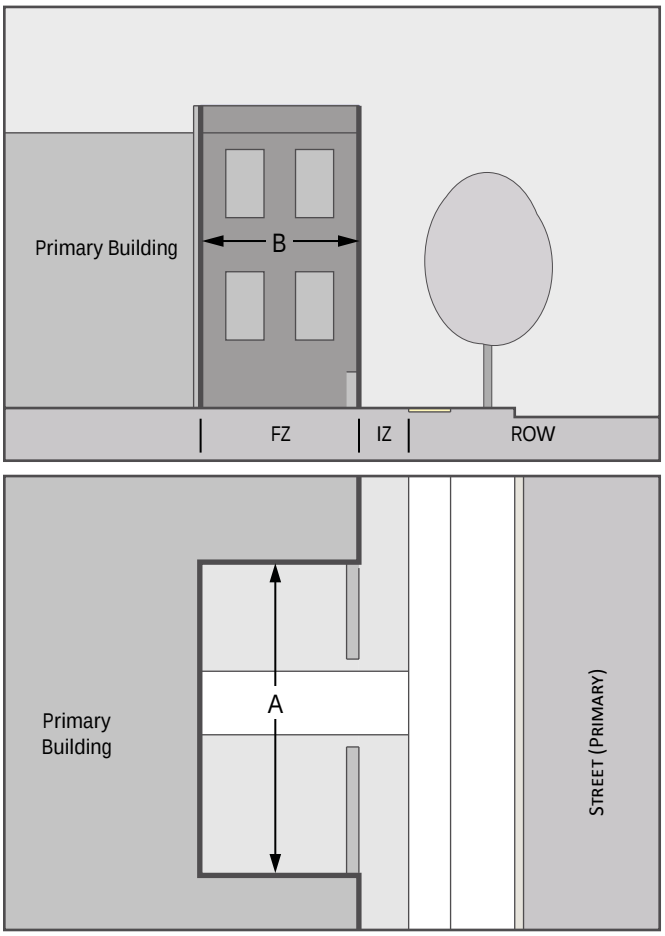


F FORECOURT (Sec. (J)1.(c)

e façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. e court is suitable for outdoor dining, gardens, vehicle drop-o s, formal entries etc.. A fence or wall may be used to de ne the private space of the court. e court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court.

FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	--
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







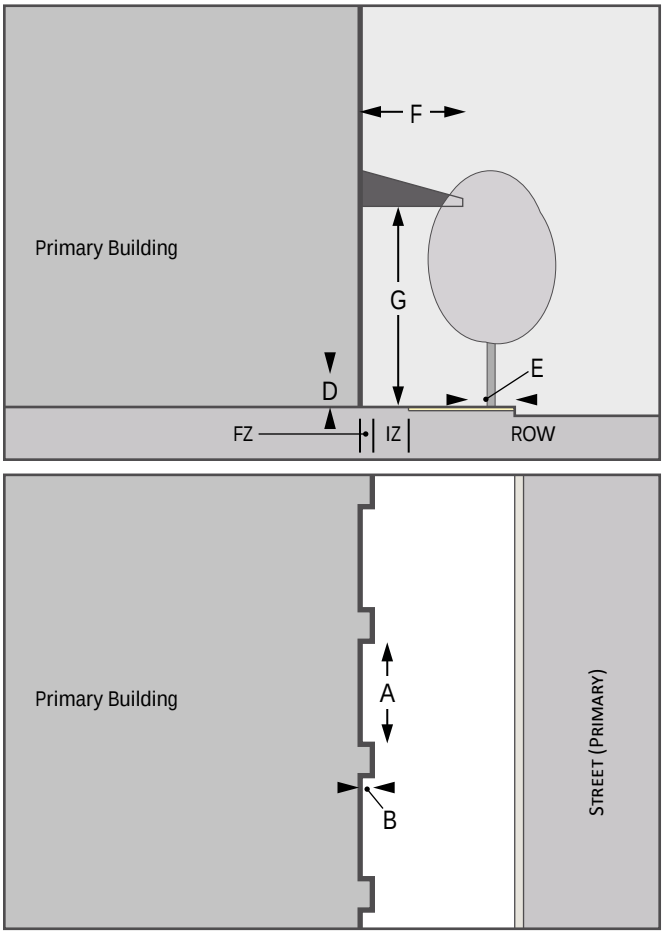
C COMMERCIAL (Sec. (J)1.(d)

e façade is set back from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. e façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way.

e facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	--	2
B - Door recess (ft)	--	5
C - Ground floor transparency (%)	60	--
D - Height to bottom of window (ft)	--	2.5
INTERFACE ZONE (IZ)		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	**MIN**	**MAX**
AWNING or GALLERY		
E - Setback from curb (ft)	2	--
F - Depth (clear) (ft) *(Gallery min 8')	4	10
G - Height (clear) (ft)	8	--
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







(K) Landscape, Private Frontage Zone Landscaping Non-Residential and Multi-family Residential

The private frontage zones are intended to be used for pedestrian activity and, if not occupied with arcades or galleries, they shall be used as an extension of the sidewalk, as an outdoor seating area, or for street furniture. Landscaping in this area, if provided, shall be in the form of containers and/or planter boxes in scale and consistent with the building mass and architecture. Private Frontage Areas in front of uses that do not require pedestrian interaction along the façade (e.g. churches, offices, multifamily) may be landscaped with a combination of intermediate trees, palms, shrubs, vines and/or ground covers.

(L) Parking Structures

Structured parking shall conform to the following standards

1. Parking structures must be concealed by liner buildings, which are placed between the parking structure and the lot frontage for at least 80% of the width of the parking structure. On lots with multiple frontages, a liner building shall be required along the primary street (A-Grid) and encouraged along the secondary street (B-Grid). The liner building shall meet the following standards:
   (a) The liner building shall have a height greater than or equal to the parking structure.
   (b) The liner building may be detached from or incorporated into the parking structure.
   (c) The liner building shall have a minimum depth of 30 feet along its entire length.
   (d) The portion of the parking garage that is not concealed behind a liner building shall be screened to conceal all internal elements such as plumbing pipes, fans, ducts and lighting. Ramping should be internalized wherever possible. Exposed spandrels shall be prohibited.
2. Vehicle entrances to parking structures shall be located away from primary pedestrian activity areas.
3. Pedestrian access to parking garages shall be provided directly from adjacent streets.
4. Parking garages are exempt from the floor-to-ceiling height requirements.

(M) Mechanical and Service Areas

This section applies to utility and mechanical equipment such as electrical, plumbing, and communications equipment as well as service areas, such as truck parking, waste disposal and loading docks.

1. All mechanical equipment and service areas shall be located behind the façade, integrated into the overall mass of the building, and concealed from view from any lot frontage by parapets or recessed into hips, gables, parapets, or similar features. The design of the screening device shall be compatible with the building style; plain boxes are not permitted.
2. Mechanical/utility equipment and service areas shall not be permitted as encroachments on any required setback.
3. Mechanical/utility equipment may be allowed behind a street wall, if the location of such equipment behind the façade is not feasible.
4. Exhaust air fans and louvers on façades may only be allowed on Secondary Frontages above the first floor.

5. Mechanical equipment on a roof shall be enclosed by parapets or screen walls of the minimum height necessary to conceal it, and a maximum height of five (5) feet.
6. Where such facilities are located adjacent to residential lots, they shall include a visual and solid acoustic buffer.
7. Shopping cart storage shall be located inside the building or shall be screened by a four (4) foot wall consistent with the building architecture and materials.

(N) Drive Thru Establishments

Private frontage standards shall be met for drive thru establishments and must adhere to the following standards.

1. Drive thru lanes shall be located in the rear of the building and not visible from any street.
2. Drive through lanes should be integrated into the building.
3. When access to a drive-thru facility from the rear of a site is not possible, then a side drive-thru is permissible provided that all of the following requirements are met:
    (a) Drive-thru facilities shall be screened to minimize visual and noise impacts to residences and to preclude visibility from any streets or sidewalks. A masonry wall and landscape buffer shall screen drive-thru facilities. The wall shall be one foot higher than the facilities being screened on all sides where access is not needed;
    (b) No portion of queuing or access lanes or driveways shall be located between the building and the street or within 40 ft. from the primary façade of the building; and
    (c) Corner lots, the drive-thru shall be located on the side of the building that is furthest from the corner.

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

4/13/2021

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

---#/#---
CS — Additional building type allowed for this parcel only
---#/#--- — Required minimum and maximum street setback (in feet)
---#/#--- — Break in street setback dimension
---#/#--- — Right of way line (beginning point of street setback measurment)
Internal Lot Line

City of Cocoa June 28, 2022

Proposed FLU Amendment

Tax ID 24-36-33-39-B-8; 24-36-33-39-B-11; and 24-36-33-39-B-7

430 Brevard Ave. Cocoa, FL 32922

Proposed 125 dwelling units per acre = 243 MFA units

Tax ID 24-36-33-35-*-36

505 Brevard Ave Cocoa, FL 32922

Proposed 125 dwelling units per acre = 166 MFA units

Study Area = 4B232 Total proposed units= 409 units (Calculated in year 3 for planning purposes)

Schools: Tropical Elementary

McNair Middle School

Rockledge High School

A	B	C	D	E	F	G	H	I	J	K	L	M	N
						2022 Updated Student Generation Multipiers							
Address	Property Type	FAR/Commercial Use	Residential Units	acres	DU/acre	Elem Gen Mult	Elementry Students	Mid Gen Multi	Middle Students	High Gen Multi	High Students	Total Gen Mult	Total Students
430 Brevard	Mixed Use	10,000 sq. ft. Co-working and 3,000 sq. ft. retail	243	1.95	125	0.11	26.73	0.02	4.86	0.05	12.15	0.18	44
505 Brevard	Mixed Use	16,754 sq. ft. Bank	166	1.33	125	0.11	18.26	0.02	3.32	0.05	8.3	0.18	30
630 Brevard*	Hotel	107 Hotel rooms, 4,885 sq. ft. Retail, 6,798 sq. ft. Restaurant and Bar	156	1.25	*125*		None		None		None		None
Total			565	4.53									
*Residential units have only been provided to determine maximum LOS. The site is currently entitled as a hotel and no residential units are planned.													

Multi-Family Homes	409		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students**
Elementary	0.11	44.99	45
Middle	0.02	8.18	8
High	0.05	20.45	20
Total	0.18		**73**

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2022-23 to 2026-27

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	910	910	910	910	910
McNair	611	611	611	611	611
Rockledge	1,836	1,836	1,836	1,836	1,836

Projected Student Membership

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	642	635	614	597	609
McNair	350	359	353	362	349
Rockledge	1,568	1,641	1,658	1,638	1,620

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	-	-	-	-	-
McNair	-	-	-	-	-
Rockledge	24	24	24	24	24

Cumulative Students Generated by Proposed Development

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	-	-	45	45	45
McNair	-	-	8	8	8
Rockledge	-	-	20	20	20

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	642	635	659	642	654
McNair	350	359	361	370	357
Rockledge	1,592	1,665	1,702	1,682	1,664

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2022-23	2023-24	2024-25	2025-26	2026-27
Tropical	268	275	251	268	256
McNair	261	252	250	241	254
Rockledge	244	171	134	154	172

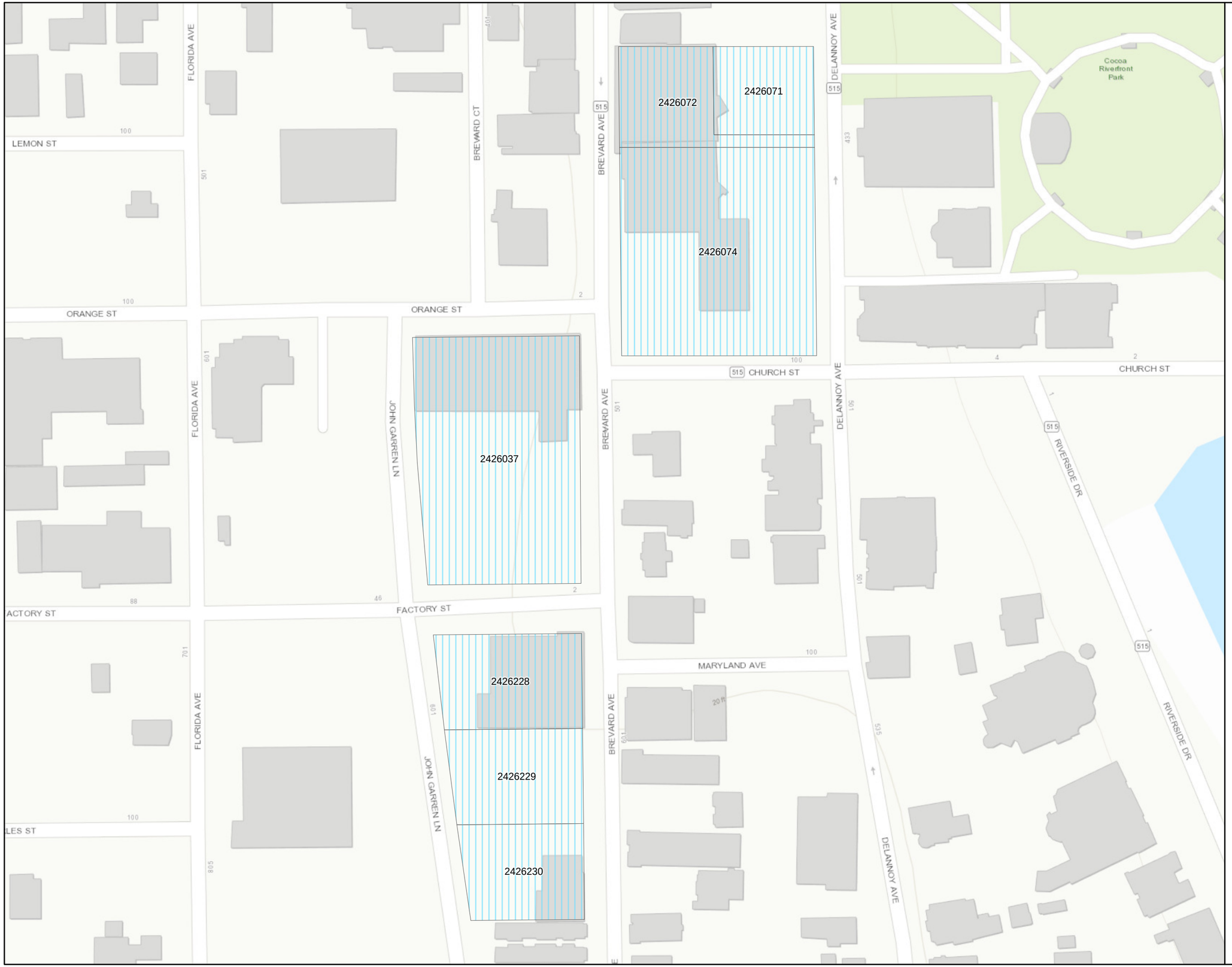
At this time, Tropical Elementary School, McNair Middle School and Rockledge High School are projected to have enough capacity for the total of projected and potential students from the proposed FLU amendment.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

Sincerely,

Karen M. Black, AICP
Manager-Facilities Planning & Intergovernmental Coordination

School Board of Brevard County
Facilities Services, Planning & Project Management
2700 Judge Fran Jamieson Way
Viera, FL 32940
Office Phone: 321-633-1000, Ext. 11418
E-mail Black.Karen@BrevardSchools.org



City of Cocoa Proposed FLU Amendment

June 14, 2022

Legend

125 DU/acre Lots

- CBD-CVO (7 Parcels Proposed for 125 DU/ acre)
- Cocoa City Boundary

0 0.01 0.03 0.05 Miles

CS20220510-29001.0

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

September 2, 2022

The Honorable Michael C. Blake
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Blake:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for City of Cocoa (Amendment No. 22-01ESR) received on August 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,

Kelly Corvin

Kelly Corvin, CPM, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Angela Essing, AICP, Growth and Economic Development Director, City of Cocoa
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

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

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Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005304073
Pymt Method Invoice
Net Amt: $558.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/21/22

Text of Ad:

AD#5220693, 06/21/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING,
COMPREHENSIVE PLAN AMENDMENTS
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

B. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AND MORE SPECIFICALLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF AFFECTED REAL PROPERTY OF APPROXIMATELY 4.5 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED USE LAND USE ON THE FUTURE LAND USE MAP AND DESIGNATED COCOA VILLAGE SUBDISTRICT WITH A COMMERCIAL/MIXED USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; PROVIDING FACTORS TO BE CONSIDERED BY CITY COUNCIL WHEN CONSIDERING WHETHER TO APPROVE SUCH PROJECTS BY DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

C. **PZ-21-00100003 – Preliminary Subdivision (River Walk)**
Approval of a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop 25 single-family residential lots along with stormwater tracts and a recreational tract located on the Indian River. The subject property is located between Highway US1 and Indian River Drive, approximately 1400 feet north of Dixon Boulevard, along with a recreational tract and one residential lot on the Indian River. Subdivision will access only from Indian River Drive with no access to Highway US 1. Subject Property contains +/- 11.35 acres

Property contains +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1

D. **PZ-21-00X0000X - Large Scale Site Plan (River Walk)**
Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article III, Section 1(D), to construct a new 25 lot single-family subdivision and stormwater improvements on +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 6, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS (except Item D., Large Scale Site Plan) ON
July 26, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Cynthia Thurman, Planning and Zoning Manager, at (321) 433-8510 or Cthurman@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Thurman via email or mail at least three (3) days prior to the hearing.

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FLORIDATODAY.com
A GANNETT COMPANY

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Address: 65 STONE ST
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Ad No.: 0005431796
Pymt Method Invoice
Net Amount 468.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/05/22

Text of Ad:

Ad#5431796 10/05/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

1. Ordinance 07-2022 Large Scale Comprehensive Plan Text Amendment

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

2. Ordinance 05-2022 Property Rights Comprehensive Plan Amendment

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

CITY COUNCIL WILL CONSIDER ITEMS 1and 2 ON October 11, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

3. Ordinance 10-2022 Conforming Central Business District Amendment

FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DE

VARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEM 3 ON
October 11, 2022 for First Reading and October 25, 2022 for Second Reading AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org .

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	22-578	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/19/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments: Ord 10-2022 CBD Conforming Amendments 125 DU Acre.pdf
CWOD Regulating Plan Map 4-13-2021 (1).pdf
125 DU lots.pdf
LEGAL ADS - October 11 and 25.docx.pdf
FL Today Public Notice OrderConf.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 11, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Recommendation for the City Council to adopt on First Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element Authorizing the City Council to approve by Development Agreement residential densities of up to 125 Dwelling Units per acre related to vertical mixed use projects within a very limited area which is generally located along Brevard Ave. The affected parcels in the geographical area depicted on the map are ##s: 2426072, 2426071, 2426074, 2426037, 2426228, 2426229, and 2426230.

BACKGROUND:

The proposed zoning text amendment has been administratively initiated by the City of Cocoa and was presented to the Land Planning Agency pursuant to the requirements of Appendix A, Zoning Article XXI - Amendments, Section 1.G of the City Code on August 3, 2022. The LPA made a recommendation of approval to the City Council regarding proposed text amendments based on the criteria set forth below. Staff recommends approval of the proposed amendment for the reasons expressed below.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(2), the following shall be considered in the review of an application for a zoning text amendment:

a. The need and justification for the change.

The City Council previously considered and held the adoption hearing for proposed Ordinance 07-2022, amending the City's Comprehensive Plan to allow possible residential densities of up to 125 dwelling units per acre within a very limited geographical area in the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district and subject to multiple conditions. The City Council approved the first reading of proposed Ordinance 07-2022 at its July 26, 2022 regular meeting. Ordinance 07-2022 was transmitted to applicable reviewing agencies and the Department of Economic Opportunity for review and comment as required by the Expedited State Review Process for the Adoption of Comprehensive Plan Amendments under state law. No comments were received by the reviewing agencies and DEO.

The proposed zoning amendments attached hereto in Ordinance 10-2022 are needed to ensure consistency of the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district regulations with the density increases permitted via Ordinance 07-2022 and to clarify the applicability of existing density bonuses already available in the Comprehensive Plan. The proposed zoning text amendments will not be considered by City Council for adoption and second reading until after the Comprehensive Plan amendments contained in Ordinance 07-2022 become effective.

As a recap, Ordinance 07-2022 proposes to amend the Future Land Use Element of the City of Cocoa's Comprehensive Plan, authorizing the City Council to approve, by Development Agreement, residential densities of up to 125 dwelling units per acre for vertical mixed use projects, within a very limited geographical area, specifically identified in Ordinance 07-2022 totaling approximately 4.5 acres and generally located along Brevard Avenue near City Hall. See the attached maps illustrating the eligible properties, which are located only in the Central Business District - Cocoa Village Overlay (CBD-CVO) zoning district and are also located in the Cocoa Waterfront Overlay District, Cocoa Village Sub district. These properties must be further designated with a Commercial/Mixed Use Large (CL) building type within the Cocoa Waterfront Overlay District Regulating Plan to be eligible to achieve the maximum density allowed under Ordinance 07-2022. Currently, only the hotel project site has the CL designation, and other sites will require further action of the Planning and Zoning Board and the City Council in the future to obtain the CL designation. In addition, any vertical mixed-use project located in the applicable area must also secure a Development Agreement (DA) from the City Council after consideration of certain factors, including but not limited to the following factors that are consistent with the current requirements of the Cocoa Waterfront Overlay District Regulating Plan (CWOD): 1) the aesthetic quality and character, architectural design, physical and visual scale of the proposed project and 2) compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district.

The proposed Ordinance 10-2022 proposes certain conforming amendments to ensure consistency with proposed Ordinance 07-2022. Specifically, the “Performance Standards” table in the CBD-CVO zoning district is proposed to be amended to allow for up to 125 dwelling units per acre on the certain lots designated in the Comprehensive Plan (via Ordinance 07-2022) if approved by Development Agreement.

The CBD-CVO is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan and the uses permitted therein are based on the comprehensive plan and the redevelopment plan, as described in App. A, Article XI, Section 13 of the Central Business District regulations. The uses permitted in the CBD-CVO are further intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The conforming amendments are justified as the intent of the District is to encourage high density multiple-family residential development.

In addition, Section 13 of the District regulations provides: “All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted.” The proposed Comprehensive Plan policies permitting up to 125 dwelling units an acre were drafted specifically to take into account preservation of public and scenic access to natural and historic areas, which will be considered via any Development Agreement authorizing such densities. The City has considered and incorporated these goals into the policies adopted in Ordinance 07-2022 and these conforming text amendments to the Central Business District regulations will ensure consistency with the newly-adopted Comprehensive Plan Policies.

In addition, the proposed Ordinance 10-2022 makes an additional amendment to the “Performance Standards” table in the CBD-CVO zoning district to be consistent with the existing Future Land Use Element, Figure FLU-1, Footnote 2, which already allows an additional 5 units per acre density bonus in the Mixed Use Future Land Use category for residential units developed as part of a vertical mixed use project. This density bonus is available on all properties located in the Mixed Use Future Land Use category.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

As described above, the conforming zoning text amendments are proposed to ensure consistency with the Comprehensive Plan amendments proposed via Ordinance 07-2022. The intent in creating the Mixed-use FLU and CBD and CBD-CVO zones was to allow a mix of commercial and residential uses in the Mixed-Use FLU categories in order to offer innovative housing options in the City. Amending the standards for the CBD-CVO Zoning District to allow for higher density residential uses within the limited geographical area identified in the proposed Comprehensive Plan amendment will further the intent of the Mixed Use Future Land Use (MU FLU) and the Waterfront District and perhaps incentivize an experienced developer to propose an acceptable large, vertical mixed-use

project that can further a “trifecta” of policy objectives already established by the City Council in the MU FLU, Waterfront District, and Cocoa Redevelopment Plan.

In addition, staff finds the proposed amendment consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.
Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible

Coastal Management Element, Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to: • Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.

Capital Improvement Element, GOAL 14.1: Through the use of sound fiscal policies, the City of Cocoa shall provide adequate public facilities to all residents within its jurisdiction in a timely and efficient manner that promotes orderly compact urban growth and discourages urban sprawl.

Staff recommends approval to the City Council of the proposed first reading of the amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming amendments to the Central Business District Regulations consistent with Ordinance 07-2022.

STRATEGIC PLAN CONNECTION:

Enable growth through enhanced and modernized infrastructure. Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

At the August 3, 2022 Planning and Zoning Board Meeting the Board recommended approval of the proposed amendment and ordinance to the City Council.

RECOMMENDED MOTION:

Recommendation for the City Council to adopt on First Reading an amendment to APPENDIX A, ARTICLE XI, SECTION 13 of the Zoning Ordinance of the City of Cocoa; adopting conforming zoning amendments to the Central Business District Regulations consistent with Ordinance 07-2022 adopting a policy in the Future Land Use Element.

ORDINANCE NO. 10-2022

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

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

WHEREAS, concurrently with this Ordinance, the City Council has adopted Ordinance 07-2022, which amends the Future Land Use Element of the City of Cocoa's Comprehensive Plan authorizing the City Council to approve by Development Agreement residential densities of up to 125 dwelling units per acre for vertical mixed use projects within a very limited geographical area; and

WHEREAS, the very limited geographical area consists of properties specifically identified in Ordinance 07-2022 totaling approximately 4.5 acres and generally located along Brevard Avenue near City Hall; and

WHEREAS, such affected properties are located only in the Central Business District – Cocoa Village Overlay (CBD-CVO) zoning district and are also located in the Cocoa Waterfront Overlay District, Cocoa Village Subdistrict and must be designated with a Commercial/Mixed Use Large (CL) building type within the Cocoa Waterfront Overlay District Regulating Plan to be eligible to achieve the maximum density allowed under Ordinance 07-2022; and

WHEREAS, any vertical mixed-use project located in the applicable very limited geographical area must also secure a Development Agreement from the City Council, after

consideration of factors including, but not limited to, the aesthetic quality and character, architectural design, physical and visual scale of the proposed project, and compatibility and harmony with the special and distinctive character of the Cocoa Village and waterfront district; and

WHEREAS, the CBD-CVO is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan and the uses permitted therein are based on the comprehensive plan and the redevelopment plan; and

WHEREAS, the uses permitted in the CBD-CVO are further intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development; and

WHEREAS, it is intended that high density multiple-family residential development in the CBD/CBD-CVO area is to be promoted and encouraged, so long as it provides public and scenic access to the areas of great natural beauty and historic significance in the district; and

WHEREAS, the City has considered and incorporated these goals into the policies adopted in Ordinance 07-2022, particularly by requiring a Development Agreement for any proposed vertical mixed-use project after consideration of the above-reference criteria and strictly limiting the properties eligible for the increased density; and

WHEREAS, the City Council desires to adopt certain conforming text amendments to the Central Business District regulations to ensure consistency with the newly-adopted Comprehensive Plan Policies; and

WHEREAS, this Ordinance shall become effective upon the effective date of Ordinance 07-2022; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by

reference as legislative findings of the City Council of Council.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 13, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 13. It is intended that the text in Appendix A, Article XI, Section 13 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 13. - District and intent—CBD, Central Business District.

The provisions of this district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east. Uses are based on the comprehensive plan and the redevelopment plan and are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards in order to assure and promote the development and redevelopment of property in the central business district in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting, uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous waterwalks, and several key water vistas should be made available to

the public. The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

Within the Central Business District is a subarea known as "Cocoa Village" for which additional and supplemental use, intensity, design and development standards are necessary in order to maintain the special and distinctive character of the area, which is an important objective of the comprehensive plan and redevelopment plan. The supplemental regulations applicable to the Cocoa Village subdistrict shall be applied through imposition and mapping of a "Cocoa Village Overlay" zoning district. The regulations are in addition to and not in substitution of the underlying Central Business District zoning regulations which shall also remain applicable to the Cocoa Village Overlay subdistrict. The Cocoa Village Overlay subdistrict is designed to preserve and extend the "Cocoa Village" uses, scale and theme within the Central Business District. Where the regulations of the Cocoa Village Overlay subdistrict are more restrictive than those of the Central Business District, the former shall be controlling. The Cocoa Village Overlay subdistrict (identified by the suffix CVO following the designation CBD) shall be mapped on the official "Zoning Map" of the City of Cocoa.

*** * ***

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set ~~froth~~ forth in article XIII, section 1 of the zoning ordinance which shall apply to all uses in this zoning district.

(F) TABLE OF PERFORMANCE STANDARDS

	Performance Standards	Minimum Requirement Central Business District	Minimum Requirement Cocoa Village Overlay
*** * ***			
(14)	Maximum Dwelling Units Per Acre	Lots located north of King Street: fifty (50) units, except where a density bonus is permitted by the Comprehensive Plan for a	25 units, except where a density bonus is permitted by the Comprehensive Plan for a vertical mixed-use project. On certain lots designated in the Comprehensive Plan, up to 125 units

		vertical mixed-use project. Lots located south of King Street: 25 units, except where a density bonus is permitted by the Comprehensive Plan for a vertical mixed-use project.	may be approved by Development Agreement.
		* * *	

* * *

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance 07-2022 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance 07-2022 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____
Effective Date: _____

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

4/13/2021

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

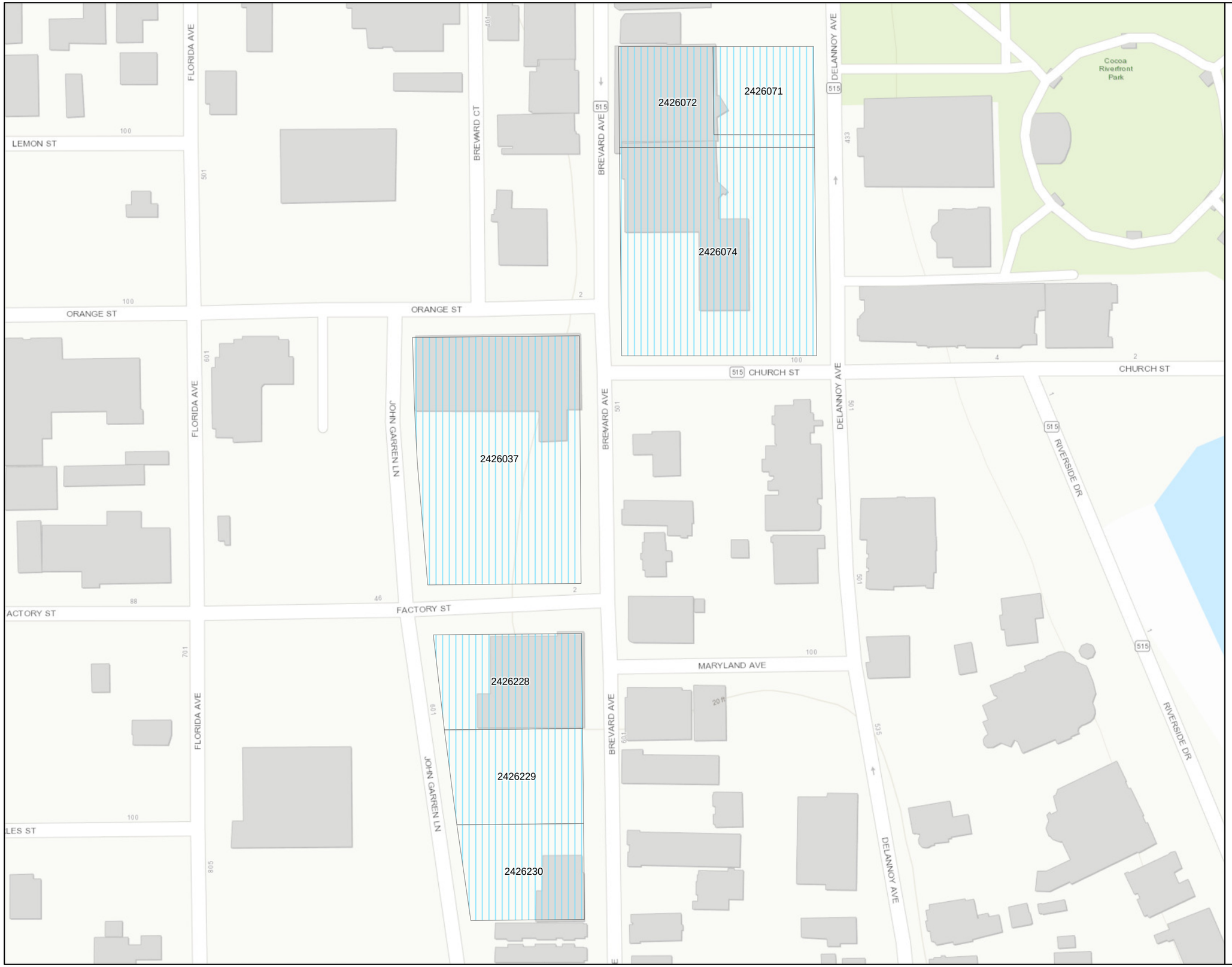
● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

---#/#---
CS — Additional building type allowed for this parcel only
---#/#--- — Required minimum and maximum street setback (in feet)
---#/#--- — Break in street setback dimension
---#/#--- — Right of way line (beginning point of street setback measurment)
Internal Lot Line



City of Cocoa Proposed FLU Amendment

June 14, 2022

Legend

125 DU/acre Lots

- CBD-CVO (7 Parcels Proposed for 125 DU/ acre)
- Cocoa City Boundary

0 0.01 0.03 0.05 Miles

CS20220510-29001.0

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Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005431796
Pymt Method Invoice
Net Amount 468.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/05/22

Text of Ad:

Ad#5431796 10/05/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

1. Ordinance 07-2022 Large Scale Comprehensive Plan Text Amendment

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

2. Ordinance 05-2022 Property Rights Comprehensive Plan Amendment

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

CITY COUNCIL WILL CONSIDER ITEMS 1and 2 ON October 11, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

3. Ordinance 10-2022 Conforming Central Business District Amendment

FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE 07-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DE

VARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEM 3 ON
October 11, 2022 for First Reading and October 25, 2022 for Second Reading AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org .

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

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005343927
Pymt Method Invoice
Net Amount 320.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/20/22

Text of Ad:

AD#5343927 7/22/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

A.
ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 13 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ADOPTING CONFORMING AMENDMENTS TO THE CENTRAL BUSINESS DISTRICT REGULATIONS CONSISTENT WITH ORDINANCE XX-2022 ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AS DESCRIBED THEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
August 3, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THIS ITEM ON
August 23, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising

tain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings @cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Legislation Details (With Text)

File #:	22-616	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	10/7/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Approval Resolutions No. 2022-105 and 2022-106, extending the declaration of emergency previously approved by the City Council pursuant to Resolution No. 2022-99 due to Hurricane Ian, retroactively, through October 14, 2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2022-099 (Hurricane Ian_ Declaraing a State of Emergency).pdf Resolution 2022-105 Emergency Hurricane Ian (Retroactive Oct 5).pdf Resolution 2022-106 Emergency Hurricane Ian (Beginning October 12).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 7, 2022
Agenda Date: October 11, 2022
Prepared By: Carie Shealy, City Clerk
Through: Rebecca Bowman, Finance Director_
Requested Action:
Approval Resolutions No. 2022-105 and 2022-106, extending the declaration of emergency previously approved by the City Council pursuant to Resolution No. 2022-99 due to Hurricane Ian, retroactively, through October 14, 2022.

BACKGROUND:

Staff is requesting that Resolution No. 2022-099, declaring a State of Emergency due to Hurricane Ian be extended retroactively. Section 252.38, Florida Statutes limits declaration of emergencies to a maximum 7-day duration unless otherwise extended by the City Council. City staff is recommending that the declaration extend until October 14, 2022 in order to provide Staff additional time to deal with the aftermath of Hurricane Ian. In order to effectuate staff's request, staff recommends the City Council approve Resolution No. 2022-105 (retroactive from October 5th through 8:00 a.m. October 12 th) and Resolution No. 2022-106 (8:00 am October 12th through October 14th).

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

Resolution No. 2022-099 declaring a State of Emergency due to Hurricane Ian on October 11, 2022.

RECOMMENDED MOTION:

Approval to Extend Resolutions No. 2022-105 and No. 2022-106, extending the declaration of Emergency previously adopted by the City Council pursuant to Resolution No. 2022-099 due to Hurricane Ian, retroactively, through October 14, 2022.

RESOLUTION NO. 2022-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, DECLARING A STATE OF EMERGENCY DUE TO IMPENDING DISASTER CONDITIONS AND THE POTENTIAL OF HURRICANE IAN TO CAUSE EXTENSIVE DAMAGE TO LIFE AND PROPERTY WITHIN THE CITY OF COCOA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2022, Governor Ron DeSantis issued Executive Order 22-218, declaring a state of emergency for several counties within the State of Florida in response to Hurricane Ian, and said Executive Order was expanded on September 24, 2022, for the entire State of Florida via Executive Order 22-219; and

WHEREAS, Hurricane Ian has the potential for causing extensive damage to life and properties within all cities and municipalities within the geographic area of the City of Cocoa and poses an immediate threat; and

WHEREAS, Hurricane Ian has the potential for causing extensive damage to public utilities, public buildings, public streets and roads, public drainage systems, commercial and residential building and areas; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as the City of Cocoa to declare a state of local emergency and to exercise certain powers and authority to safeguard the lives and property of its citizens; and

NOW, THEREFORE, BE IT RESOLVED that Hurricane Ian poses a serious threat to the lives and property of the residents of the City of Cocoa and that a state of local emergency is declared effective at 8:00 a.m. on September 28, 2022 for all the territory within the legal boundaries of the City of Cocoa.

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. The City Council of the City of Cocoa hereby authorizes the exercise of its authority and powers pursuant to Florida Statutes 252.38(3)(a), which include the authority and powers to:

1. CONTRACTS; EQUIPMENT, SUPPLIES. Appropriate and expend funds; make contracts; obtain and distribute equipment, materials and supplies

SECTION 3. All public officials and employees of the City of Cocoa are hereby directed to exercise the utmost diligence in the discharge of the duties required of them for the duration of the emergency and in the execution of emergency laws, regulations and directives, state and local.

SECTION 4. All citizens are called upon and directed to comply with the necessary emergency measures, to cooperate with public officials and civil emergency disaster service forces in executing the emergency operational plans, and to obey and comply with the lawful directions of properly identified public officers.

SECTION 5. **Duration.** The State of Emergency shall commence at 8 a.m. on September 28, 2022 and shall terminate when the Declaration has been rescinded or terminated by Resolution of the City Council or within 7 days whichever, occurs earlier.

SECTION 6. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 8. **Effective Date.** This resolution shall become effective at 8:00 a.m. on September 28, 2022 following adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 27th day of September, 2022.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF EMERGENCY DUE TO DISASTER CONDITIONS RELATED TO HURRICANE IAN WHICH CAUSED EXTENSIVE DAMAGE TO PROPERTY WITHIN THE CITY OF COCOA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2022, Governor Ron DeSantis issued Executive Order 22-218, declaring a state of emergency for several counties within the State of Florida in response to Hurricane Ian, and said Executive Order was expanded on September 24, 2022, for the entire State of Florida via Executive Order 22-219, which is currently set to expire on November 22, 2022; and

WHEREAS, Hurricane Ian has caused extensive damage to properties within all cities and municipalities within the geographic area of the City of Cocoa; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as the City of Cocoa to declare a state of local emergency and to exercise certain powers and authority to safeguard the lives and property of its citizens, and the City Council previously declared a state of emergency pursuant to Resolution No. 2022-099, as ; and

NOW, THEREFORE, BE IT RESOLVED that Hurricane Ian has posed a serious threat to the lives and property of the residents of the City of Cocoa and that a state of local emergency is retroactively declared, effective beginning at 8:00 a.m. on October 5, 2022 and extending through 8:00 a.m. October 12, 2022, for all the territory within the legal boundaries of the City of Cocoa.

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. The City Council of the City of Cocoa hereby authorizes the exercise of its authority and powers pursuant to Florida Statutes 252.38(3)(a), which include the authority and powers to:

1. CONTRACTS; EQUIPMENT, SUPPLIES. Appropriate and expend funds; make contracts; obtain and distribute equipment, materials and supplies for emergency management purposes; provide for the health and safety of

persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans set by the Federal and State Emergency Management agencies.

2. ADDITIONAL PERSONNEL: Appoint, employ, remove, or provide (with or without compensation) coordinators, rescue teams, fire and police personnel, and other emergency management workers.

3. EMERGENCY OPERATING CENTERS: Establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

4. ASSIGNMENT – CITY PROPERTY/PERSONNEL: Assign and make available for duty the offices and agencies which operate under the City Council of the City of Cocoa, including the employees, property, and equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the City of Cocoa for employment within or outside the political limits of the City of Cocoa.

5. REQUEST FOR ASSISTANCE: Request County or state assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency in the event of emergency affecting the City of Cocoa. The duration of each state of emergency declared locally is limited to seven (7) days, which may be extended, as necessary, in seven (7) day increments.

6. WAIVER OF PROCEDURES: To waive the procedures and formalities otherwise required of the City of Cocoa by law pertaining to:

    a) Performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the community
    b) Entering into contracts
    c) Incurring obligations
    d) Employment of permanent and temporary workers
    e) Utilization of volunteer workers
    f) Rental of equipment
    g) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities
    h) Appropriation and expenditure of public funds

SECTION 3. All public officials and employees of the City of Cocoa are hereby directed to exercise the utmost diligence in the discharge of the duties

required of them for the duration of the emergency and in the execution of emergency laws, regulations and directives, state and local.

SECTION 4. All citizens are called upon and directed to comply with the necessary emergency measures, to cooperate with public officials and civil emergency disaster service forces in executing the emergency operational plans, and to obey and comply with the lawful directions of properly identified public officers.

SECTION 5. **Duration.** The State of Emergency is effective retroactively from 8 a.m. on October 5, 2022 and shall terminate at 8:00 a.m. on October 12, 2022.

SECTION 6. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 8. **Effective Date.** This resolution is retroactively effective beginning on October 5, 2022 at 8:00 a.m.. .

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 11th day of October, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, EXTENDING THE DECLARATION OF EMERGENCY DUE TO DISASTER CONDITIONS RELATED TO HURRICANE IAN WHICH CAUSED EXTENSIVE DAMAGE TO PROPERTY WITHIN THE CITY OF COCOA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2022, Governor Ron DeSantis issued Executive Order 22-218, declaring a state of emergency for several counties within the State of Florida in response to Hurricane Ian, and said Executive Order was expanded on September 24, 2022, for the entire State of Florida via Executive Order 22-219, which is currently set to expire on November 22, 2022; and

WHEREAS, Hurricane Ian has caused extensive damage to properties within all cities and municipalities within the geographic area of the City of Cocoa; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as the City of Cocoa to declare a state of local emergency and to exercise certain powers and authority to safeguard the lives and property of its citizens, and the City Council previously declared a state of emergency pursuant to Resolution No. 2022-099, as extended by Resolution No. 2022-105; and

NOW, THEREFORE, BE IT RESOLVED that Hurricane Ian has posed a serious threat to the lives and property of the residents of the City of Cocoa and that a state of local emergency is declared, effective beginning at 8:00 a.m. on October 12, 2022, for all the territory within the legal boundaries of the City of Cocoa.

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. The City Council of the City of Cocoa hereby authorizes the exercise of its authority and powers pursuant to Florida Statutes 252.38(3)(a), which include the authority and powers to:

1. CONTRACTS; EQUIPMENT, SUPPLIES. Appropriate and expend funds; make contracts; obtain and distribute equipment, materials and supplies

for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans set by the Federal and State Emergency Management agencies.

2. ADDITIONAL PERSONNEL: Appoint, employ, remove, or provide (with or without compensation) coordinators, rescue teams, fire and police personnel, and other emergency management workers.

3. EMERGENCY OPERATING CENTERS: Establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

4. ASSIGNMENT – CITY PROPERTY/PERSONNEL: Assign and make available for duty the offices and agencies which operate under the City Council of the City of Cocoa, including the employees, property, and equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the City of Cocoa for employment within or outside the political limits of the City of Cocoa.

5. REQUEST FOR ASSISTANCE: Request County or state assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency in the event of emergency affecting the City of Cocoa. The duration of each state of emergency declared locally is limited to seven (7) days, which may be extended, as necessary, in seven (7) day increments.

6. WAIVER OF PROCEDURES: To waive the procedures and formalities otherwise required of the City of Cocoa by law pertaining to:

    a) Performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the community
    b) Entering into contracts
    c) Incurring obligations
    d) Employment of permanent and temporary workers
    e) Utilization of volunteer workers
    f) Rental of equipment
    g) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities
    h) Appropriation and expenditure of public funds

SECTION 3. All public officials and employees of the City of Cocoa are hereby directed to exercise the utmost diligence in the discharge of the duties required of them for the duration of the emergency and in the execution of emergency laws, regulations and directives, state and local.

SECTION 4. All citizens are called upon and directed to comply with the necessary emergency measures, to cooperate with public officials and civil emergency disaster service forces in executing the emergency operational plans, and to obey and comply with the lawful directions of properly identified public officers.

SECTION 5. **Duration.** The State of Emergency shall be effective and commence at 8 a.m. on October 12, 2022 and shall terminate at 11:59 p.m. on October 14, 2022.

SECTION 6. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 8. **Effective Date.** This resolution shall become effective beginning on October 12, 2022 at 8:00 a.m. following adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this ___ day of _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-615	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/6/2022			**In control:**	City Council
On agenda:	10/11/2022			**Final action:**	
Title:	Bi-Weekly Update Report: September 22-October 6, 2022. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1) (6).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2022
Agenda Date: October 11, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-Weekly Update Report: September 22-October 6, 2022

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Bi-Weekly Update Report: September 22-October 6, 2022

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 22, 2022-October 6, 2022

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 13 received/ 10 closed out/ $11.10 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 22-091: Custodial Worker, Public Works/Facilities
  - 22-070: Dispatcher/Communications Officer, Police/Communications
  - 22-008: Maintenance Worker I - Field Operations, Utilities/Sewer Field Operations
  - 22-009: Maintenance Worker I/WFO, Utilities/WFO
  - 22-128: Maintenance Worker II-Grounds, Public Works/Grounds
  - 22-013: Maintenance Worker II, Public Works/Stormwater & Streets
  - 22-086: Planner / Senior Planner, Growth and Economic Development
  - 22-084: Planning and Zoning Manager, Growth and Economic Development
  - 22-037: Police Officer, Police/Administration
  - 22-071: Police Officer Trainee, Police/Administration
  - 22-069: School Crossing Guard (Part-Time), Police/Administration
  - 22-089: Staff Accountant, Finance/General Accounting
  - 22-081: Utility Mechanic I – Dyal, Utilities/Dyal
  - 22-017: Utility Mechanic I, Utilities/Water Field Operations
- New employees
  - Jeremy Barrick, Utilites Field Service Representative/Finance
  - Tiffany Bonadio, Public Information Coordinator/City Manager
  - Ashely Malone, Planning GIS Specialist/Information Technology
  - Lisa Richardson, Help Desk Support/Information Tecnology
  - Denim Watson, Firefighter/EMT, Fire

    - Brennan Wooden, Firefighter/EMT, Fire
- Recent promotions
    - N/A
- Key retirements
    - N/A

City Manager's Office

- New press releases: none
- Upcoming Events:
    - October 18, 2022 – Citizens Academy Session: Finance; Council Chambers at 5:30pm
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 44,465
        - Post engagement: 17,811
        - Followers: 14,402
    - Twitter
        - Impressions: 18,900
        - Followers: 2,928
    - LinkedIn
        - Post impressions: 52
        - Followers: 941
    - NextDoor
        - Impressions: 8,543
        - Members: 3,679
    - October e-newsletter (Sent 10/6/22)
        - Sent to 635 contacts
        - 21% open rate as of the day it went out (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails January 1, 2023.
- Upcoming special events at Leisure Services facilities:
    - **Annual Historic Cocoa Village Main Street Fall Art and Craft Fair**
      October 15, 2022, 10:00 AM - October 16, 2022, 4:00 PM, Cocoa Riverfront Park
    - **The Village Idiot Pub 4th Annual Halloween Costume Party Bash Benefitting the Children's Hunger Project.**
      October 28, 2022, 8:00 PM, Harrison Street
    - **Fall Festival in Cocoa Village**
      October 29, 2022, 3:00 PM - 7:00 PM, Cocoa Riverfront Park
    - **Space Coast Freewheelers Intracoastal Waterway Century Ride**
      October 30, 2022, 8:00 AM - 6:00 PM, Cocoa Civic Center

Community Services

- Major project updates
  - Cocoa Grand Apartments ~85% complete
  - Integra Apartments ~40% complete
  - Cirrus Apartments ~20% complete
- New businesses –September 1-30
  - D1 – 6
  - D2 – 1
  - D3 – 5
  - D4 – 0
  - 79 Full Time / 32 Part Time employees added City-wide
- Permit/Inspection stats
  - 1,454 permits issued in 2022
  - 5,914 inspections in 2022
  - 203 permits under review
  - 116 permits issued September 1-30

Finance

- Old Joe Lee Smith Center RFP pre-proposal meeting held on 9/9
- Interim audit is being performed
- Preparing for 9/30 year-end procedures
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption
- Dates/limits for water service interruptions due to non-payment over the holidays is as follows:
  - Thanksgiving week – no interruptions
  - No interruptions 12/22
  - No interruption 12/27
  - No interruption 1/3

Fire Department

- Call stats (Fire/EMS)
- Inspection stats

MONTHLY FIRE PREVENTION REPORT (July 2022)

  - Annual Fire Inspections: 83
  - New Business Fire Inspections: 6
  - Re-Inspections Completed: 61
  - New Construction Insp: (3 Fire Alarm Final, 2 Fire Alarm Rough-In, 2 Fire Sprinkler Final, 1 Hydrant Flow Test, 2 Building Final)
  - Knox Box Installations: 1
  - Fire Investigation: 1

- Code Investigation-Complaints: 3 (False Alarm & Work without Permit Investigation)
- Meeting-Consultation: (3 Meeting, 4 Consultation, 2 DRC Meeting)
- Food Truck Inspection: 3
- Const. Plan Review: 12
- Site Plan Review: 2
- School Safety Walkthrough: 1
- Training: 2 (Building Layout Training & Hood Training w/ F.A.S.T.)
- Total Inspections: 197

Growth and Economic Development

- Land Development Review

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department

- Activity/Event highlights
  - 8/23/22 Faith Based Leaders meeting
  - 8/26/22 Swear in Officer Nicholas Todd
  - 9/7/22 CPD, BCSO, CFR, FBI and ABT responded to the 300 block of Mc Cleod Dr. due to undetermined explosives in the back yard. All items rendered safe without further incident.
  - 9/9/22 Meeting with Mrs. McLaughlin for National Night Out event
  - 9/14/22 Interviewing Lieutenants for Commander vacancy

- New project/training updates
  - All employees received a training on Diversity, Inclusion and Equity.
  - All sworn personnel received training on Guardian vs Warrior. Guardian mindset is the expectation.
  - 9/6-9/9 Commander Dovale and Lt. Marchica attending leadership summit training in Jacksonville Florida
  - 9/19-9/22 Sgt. Picheco and Wendy Stiteler attending IPTM Managing the Patrol FTO Program

- Chief's walk highlights

- 8-31-22/1730 District 4 (Quail Ridge Subdivision)

- Community engagement highlights/events
  - Corporal Tulier and Officer Johnson attended the Line Supervision course from August 22, 2022 thru August 26, 2022.
  - Sergeant Stephenson attended the Faith Based Meeting with Chief Collier and Commander Dovale at St. Mark's Episcopal Church on August 23, 2022.
  - CEU assisted patrol with traffic control for the Artemis rocket launch on August 29, 2022.
  - CEU gave several new bicycles that were donated to the Cocoa Police Department to the School Resource Officer at Endeavor Elementary on August 30, 2022.
  - CEU assisted with homeless subject with Sean Johnson on August 30, 2022.
  - CEU participated Coffee with a K-9 Cop on August 31, 2022.
  - CEU participated in the Chief's Walk on August 31, 2022.
  - CEU assisted two homeless subjects at the Flying J with Sean Johnson and were able to provide them with services on August 31, 2022.

- Call stats-Crime Stats
  - UCR crime offenses have decreased by 16% from the previous month. When comparing UCR offenses totals from the previous year during the same period, we show a 7% decrease in crime overall.
  - Calls for Service Year to date, Officers with the CPD have responded to 50,966 calls for service, a 1% increase from the previous year's totals.

INCIDENTS:

- 5,519 Incidents
- 3,526 Officer initiated incidents
- 1,204 Incidents were high priority incidents
- *District 2* generated the *most non-officer initiated incidents with a total of 975*

ARRESTS:

- *98 Arrests, 10% decrease from prior month*
- District 1 generated 33 arrests in August

CASES:

- 387 reported cases
- *148 or a 38% of all cases have been closed*
- District 2 generated the most cases with a total of 125
- *3% of all reported cases for the month of August were UCR reportable*

ACCIDENTS/ CITATIONS:

- *Accidents have increased by 13% (86-76)*
- Traffic Enforcement, TS and Traffic Investigations have decreased by 1% from the previous month
- Traffic Violations have decreased by 18% (217-266)
- *12% of traffic ticket violations were for Traffic Dev/ Disobey*
- *DUI Violations decreased (1-3) from the previous month*

- Code Enforcement stats/highlights/Activity:

Active Cases	36
Complied Cases	54
Code Board Cases scheduled for September	12
Snipe Signs Pulled	49

Highlights:

- Removed Junk, Trash, & Debris in the Right of Way from Fiske & 520, 1400 Block of Stetson Cir, and Michigan (behind the Marathon)
- Re-Cited 1233 Jackson a problem property. This property has a Blanket Trespass
- Officer Vince Bounocore assisted Officer Noland during an apprehension of a subject.
- Placed 7 Stop Work Orders on properties for Building Without a Permit and found 1 unlicensed contractor.

Public Works

- Major project updates
  - Hurricane Debris Recovery
  - Fiske and Broadmoor Acres – This project is currently out for bid.
  - Parks Projects
    - Junny Rios – In Design
    - Provost – In Design
    - Stradley – In Design
    - Bracco – Awaiting equipment delivery
- Work order stats (received/closed) from September 16 – September 30
  - 193 received
  - 157 closed
  - Residential Bulk Green Waste Requests: 53

- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 PD&E Study (437983-1) – In Progress
        - SR 501 Safety Project (447085-1) – In Design
        - US-1 Drainage Outfall Rehab (437116-1) – In Construction
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
        - SR 520 Safety Project Aurora to Causeway (442885-1) - In Design
    - Brightline/FEC
        - On-going construction to complete tracks

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations
    - Issued Work Orders – 2,055
    - Completed Work Orders – 1,270
    - Hydrants Flushed – 329
    - Valves Exercised – 255
    - Utility Locate Requests – 4222