City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, October 10, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-489 Approve the Agenda for the Regular meeting of October 10, 2018, as presented or with amendments.

Attachments: 10-10-18 Short Agenda.pdf

MINUTES:

II.2(a) 18-442 Approve the Minutes of the Budget/CIP Workshop held on August 8, 2018, as written or with amendments.

Attachments: 08-08-2018 Budget-CIP Workshop Minutes.pdf

Aug 8 Budget Workshop (002).pdf

II.2(b) 18-445 Approve the Minutes for the Special City Council meeting of September 5, 2018, as written or with amendments.

Attachments: 09-05-18 1st Budget Hearing Minutes.pdf

Exhibit A Budget Presentation.pdf

II.2(c) 18-490 Approve the Minutes of the Regular Meeting of September 11, 2018, as written or with amendments.

Attachments: 09-11-18 Minutes.pdf

II.2(d) 18-491 Approve the Minutes of the Special City Council Meeting of September 13, 2018, as written or with amendments.

Attachments: 09-13-18S Minutes.pdf

Exhibit A-2nd Budget Hearing Presentation 9-13-18.pdf

III. AWARDS AND PRESENTATIONS:

III.1 18-492 Proclamation: Recognizing Cocoa Rotary for their many contributions to the City of Cocoa. (Deputy Mayor Blanco)

Attachments: Cocoa Rotary Proclamation.pdf

III.2 18-493 Recognition of Mr. Chome Diefenderfer for the generous donation of trees around the Retention Pond at Wawa and the Dollar General Store. (Deputy Mayor Blanco)

III.3 18-502 FY17 CAFR Award Presentation. (Finance Director)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-454 Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $339,796.50 for the annual milling and paving of various city streets,(Project # PW08SP), utilizing Brevard County Bid # B4-18-50, effective June 21, 2018 through June 20, 2019. Approve a Resolution adjusting the Fiscal Year 2019 budget. (Public Works Director)

Attachments: GOODSON PAVING PROPOSAL FY 2019

Goodson - Paving Notice of Award

Other government agency use

PAVING FY19

Budget Resolution FY 2019.docx

~BAF-PW-Milling and Paving (10-10-18)~ Agenda 18-454 - FY19.pdf

V.2 18-455 Approve entering into a co-operative purchase agreement and issuing a purchase order in the amount of $85,320.00 to Goodson Paving for the removal and re-construction of ADA Compliant curb ramps (PW18SM) in the Cocoa Village area as part of the milling and paving project (PWO8SP) utilizing Brevard County Bid B-4-17-02, effective October 1, 2018 through December 31, 2018. Approve a Resolution adjusting the Fiscal Year 2019 budget. (Public Works Director)

Attachments: Goodson Concrete
Other government agency use
Bid#6613 Cocoa Village ADA Ramps Proposal - Revised
Budget Resolution FY 2019.docx
BAF-PW-ADA Compliance (10-10-18)~ Agenda 18-455 - FY19.pdf

V.3 18-480 Approve expenses for electric services budgeted in FY2019 and authorize the City Manager to approve the monthly invoices. (Finance Director)

V.4 18-481 Approve a Resolution Amending the FY 2018 Budget and Approve a Budget Transfer for electrical repairs at the Fleet Fuel Island and Fleet Building electrical wiring. (Public Works Director)

Attachments: Inv_2413869_from_SCI_Distribution_NEW_2009_19132.pdf
Est_2300329_from_SCI_Distribution_NEW_2009_20924.pdf
Resolution Amending FY18 Budget.pdf
BAF-PW-3540 FUEL ISLAND ELECTRICAL (9-24-18)~Agenda 18-481 - FY18.p

VI. PUBLIC HEARINGS:

VI.1 18-484 Ordinance No. 09-2018/Second and Final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan. (Administrative Services Director)

Indexes: benefits; Fire; IAFF; Labor; Pension; Retirement

Attachments: Ordinance No. 09-2018.pdf
IAFF 18-21 Pension Article 41
Cocoa Fire - September 11 2018 Actuarial Impact Statement-1 signed
FL Today Legal Ad-093018 001.pdf

VI.2 18-494 Ordinance No. 10-2018/First Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (Community Services Director)

Attachments: Ordinance No. 10-2018 (Modifiying CRA Plan).pdf
PZ Staff report - CRA Plan update
Letter to BC BOCC regarding Cocoa CRA Plan Update 2018
FT-Legal Advertisement
2018 CRA Plan Update FINAL (10-2-18)

VII. COUNCIL BUSINESS:

VII.1 18-384 Approve the reduction of the current Code Enforcement lien for the property located at 2228 Salem Drive from $34,250.00 to $3,425.00 as recommended by Staff, so related City expenses and Staff time are reimbursed. (Chief of Police)

Attachments: Lien Reduction Application and Cost Sheet
Cost Sheet for 2228 Salem Dr

VII.2 18-472 Review City staff report regarding the ownership and operation of McFarland Park, and to provide any comments and direction as deemed appropriate by the City Council. (City Manager)

Attachments: Carleton Terrace Resident Petition_20181003_0001.pdf
Title Work.PDF
Title Work Support Copies.pdf
McFarland Park Crime Stat Report.pdf

VII.3 18-496 Consider the Approval of a Resolution concerning Amendment 1 to the Florida Constitution. (City Manager)

Attachments: Resolution-Amendment 1.docx

VIII. CITY BUSINESS:

VIII.1 18-469 Approve the Construction Cost and Authorize the Payment to Brevard County to Relocate/Replace Water Mains within the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements Projects, WS17CD; To Approve the Payment of the Construction Bid Cost of $108,213; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $10,821 (10% Contingency) for a Project Total of $119,034; To Approve a Resolution Amending the FY2019 Budget through the use of Water/Sewer Contingency. (Utilities Director)

Attachments:
- Cone Road Improvements Bid Proposal 9-24-18
- 071117 Executed Interlocal Agmt. Cone Rd. Infrastructure Improvements
- Resolution Project Contingency - Cone Road
- Budget Resolution FY19 - Cone Rd Project
- BAF-UT-Cone Rd Proj (10-10-18)~ Agenda 18-469 - FY19.pdf

VIII.2 18-473 Authorize the City Manager to execute an Interlocal Cost Share Agreement known as: “Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Number: SOIRL 18-14” as modified by the City Attorney. Approve a Resolution Amending the FY2019 Budget, accepting Stormwater Reserves Revenue. (Public Works Director)

Attachments:
- Church St Baffle Box Contract Draft
- Project Summary.pdf
- Resolution Amending FY 2019 Budget.pdf
- BAF 19-005-PW-SOIRL (10-10-18)~ Agenda 18-473 - FY19 rev1.pdf

VIII.3 18-475 Approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id’s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane. (Community Services Director)

Attachments:
- Exhibit A - Legal Description.pdf
- Exhibit B - Concept Plan.pdf
- CC Presentation 10-10-18.pptx

VIII.4 18-487 Approval of the usage of Forfeiture Funds in the Amount of $5,000.00 to be used for Gun Buy Back Program to purchase Gift Cards and to approve a Resolution amending the FY2019 budget. This expenditure is deemed consistent with the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)

Attachments: Budget Resolution FY 2019

BAF-PD-Gun Buy Back-Forfeiture (10-10-18)~ Agenda 18-487- FY19.pdf

VIII.5 18-488 Council Approval for the Mayor to sign the Subaward and Grant Agreement with the Florida Division of Emergency Management, and to approve a Resolution authorizing the City Manager and Finance Director to sign all future amendments to this contract. (Finance Director)

Attachments: Federally Funded Subaward Z0406.pdf

FEMA Contract Resolution.pdf

MULTI-YEAR CONTRACTS:

VIII.6 18-463 Pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Approve the Final Ranking of the Short-Listed Firms for RFQ-18-18-COC, Technical Consulting Permitting Services for the TCR/SJR Water Supply Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm (HDR, Inc.). (Utilities Director)

Attachments: RFQ-18-18-COC - Bid Tabulation Sheet

Q-18-18-COC Final MEMO.pdf

Score Sheet for RFQ.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-466 Cocoa Police Department District Event Statistics for the month of August, 2018. (Chief of Police)

Attachments: Aug 2018 Council Report by District_

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-489	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 10, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-10-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 10, 2018, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 10, 2018, as presented or with amendments

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AGE□DA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

O□□□□r □□□□□□□

DATE□ October 10, 2018	**LOCATIO□□**Cit□Council Cha□bers
TIME□ □:00 □.□.	□5 Stone Street, Cocoa

I□ O□E□I□G MATTERS□

Call to Order
Invocation
Pled□e o□Alle□iance
Roll Call

II□ A□□ROVAL O□ AGE□DA A□D MI□□TES□

1. A□enda: Re□ular Meetin□ o□October 10, 2018 □18-489□
2. Minutes: □a□Bud□et/CIP Worksho□ on Au□ust 8, 2018 □18-442□
   □b□S□ecial Cit□Council Meetin□ on Se□te□ber 5, 2018 □18-445□
   □c□Re□ular Cit□Council Meetin□ on Se□te□ber 11, 2018 □18-490□
   □d□S□ecial Cit□Council Meetin□ on Se□te□ber 13, 2018 □18-491□

III□ A□ ARDS A□D □RESE□TATIO□S□

1. Procla□ation: Reco□ni□in□ Cocoa Rotar□ □or their □an□ contributions to the Cit□ o□Cocoa. □18-492□ □De□ut□Ma□or Blanco□

2. Reco□nition o□Mr. Cho□e Die□ender□er □or the □enerous donation o□trees around the Retention Pond at Wa□a and the Dollar General Store. □18-493□ □De□ut□ Ma□or Blanco□

3. FY17 CAFR A□ard Presentation. □18-502□ □Finance Director□

IV□ DELEGATIO□S□

In accordance with the City Council's rules and procedures, residents or tax-□a□ers o□ the Cit□ □u□on an□ sub□ect o□ □eneral or □ublic interest□ Cit□ e□ □lo□ees □re□ardin□ his/her e□ □lo□□ent□ □ater and se□er custo□ers □on □atters related

to the City's water and/or se□er s□ste□ □, and an□ □erson on an□ ite□ on the a□enda □exce□t *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* □a□address the Cit□ Council under Dele□ations b□ □illin□ out a s□eaker card.

S□eaker cards are located in the Council Cha□ber lobb□ and should be □rovided to the Cit□ Clerk. Please observe the ti□e li□it o□□ive □5□□inutes □hile s□eakin□ under Dele□ations. Dele□ations shall be li□ited to thirt□ □30□□inutes unless extended b□ Council.

V□ CO□SE□T AGE□DA□

1. A□□rove enterin□ into a co-o□erative □urchase a□ree□ent □ith, and issuin□ a Purchase Order to Goodson Pavin□, Inc. in the a□ount o□□339,79□.50 □or the annual □illin□ and □avin□ o□various cit□ streets, □Pro□ect # PW08SP□, utili□in□ Brevard Count□ Bid # B4-18-50, e□□ective June 21, 2018 throu□h June 20, 2019. A□□rove a Resolution ad□ustin□ the Fiscal Year 2019 bud□et. □18-454□. □Public Works Director□

2. A□□rove enterin□ into a co-o□erative □urchase a□ree□ent and issuin□ a □urchase order in the a□ount o□□85,320.00 to Goodson Pavin□ □or the re□oval and re-construction o□ADA Co□ □liant curb ra□ □s □PW18SM□in the Cocoa Villa□e area as □art o□the □illin□ and □avin□ □ro□ect □PWO8SP□utili□in□ Brevard Count□ Bid B-4-17-02, e□□ective October 1, 2018 throu□h Dece□ber 31, 2018. A□□rove a Resolution ad□ustin□ the Fiscal Year 2019 bud□et. □18-455□. □Public Works Director□

3. A□□rove ex□enses □or electric services bud□eted in FY2019 and authori□e the Cit□ Mana□er to a□□rove the □onthl□ invoices. □18-480□. □Finance Director□

4. A□□rove a Resolution A□endin□ the FY 2018 Bud□et and A□□rove a Bud□et Trans□er □or electrical re□airs at the Fleet Fuel Island and Fleet Buildin□ electrical □irin□. □18-481□. □Public Works Director□

VI□ □□□LIC HEARI□GS□

1. Ordinance No. 09-2018/2nd □ Final Reading: Related to changes in the Firefighters' Retire□ent Plan due to chan□es in the Cit□ o□ Cocoa and IAFF Collective Bar□ainin□ A□ree□ent e□□ective October 1, 2018 to Se□te□ber 30, 2021, a□endin□ Section 2-321, Retire□ent Dates□and a□endin□ Section 2-332, Share Plan. □18-484□. □Ad□inistrative Services Director□

2. Ordinance No. 10-2018/1st Readin: A rovin the Cocoa Co unit Redevelo ent A enc Plan U date. 18-494. Co unit Services Director

VII CO CIL SI ESS

1. A rove the reduction o the current Code En orce ent lien or the ro ert located at 2228 Sale Drive ro 34,250.00 to 3,425.00 as reco ended b Sta , so related Cit ex enses and Sta ti e are rei bursed. 18-384. Chie o Police

2. Revie Cit sta re ort re ardin the o nershi and o eration o McFarland Park, and to ro vide an co ents and direction as dee ed a ro riate b the Cit Council. 18-472. Cit Mana er

3. Consider the A roval o a Resolution concernin A end ent 1 to the Florida Constitution. 18-49. Cit Mana er

VIII CIT SI ESS

1. A rove the Construction Cost and Authori e the Pa ent to Brevard Count to Relocate/Re lace Water Mains ithin the Cone Road Draina e and Side alk I ro ve ents and Cone Road In rastructure I ro ve ents Pro ects, WS17CD To A rove the Pa ent o the Construction Bid Cost o 108,213 To A rove a Resolution Authori in the Cit Mana er to A rove and Execute Chan e Orders in an A ount Not To Exceed 10,821 10 Contin enc or a Pro ect Total o 119,034 To A rove a Resolution A endin the FY2019 Bud et throu h the use o Water/Se er Contin enc. 18-4 9. Utilities Director

2. Authori e the Cit Mana er to execute an Interlocal Cost Share A ree ent kno n as: “Save Our Indian River Lagoon Project Cost-Share Interlocal A ree ent bet een Brevard Count , Florida and Cit o Cocoa. A ree ent Nu ber: SOIRL 18-14” as modified by the Cit Attorne . A rove a Resolution A endin the FY2019 Bud et, acce tin Stor ater Reserves Revenue. 18-473. Public Works Director

3. A roval o a Develo ent A ree ent bet een the Cit o Cocoa, Florida and 120 Barnacle Ba , LLC to allo the develo er to construct 18 to nho es on three (3) parcels of land (tax parcel id’s: 24-3 -33-80-20-5, 24-3 -33-80-20-4, and 24-3 -33-80-20-2 totalin 1.03 acres and located on the north side o Rosa L. Jones Drive bet een Florida Avenue and John Garren Lane. 18-475. Co unit Services Director

4. A□□roval o□the usa□e o□For□eiture Funds in the A□ount o□□5,000.00 to be used □or Gun Bu□ Back Pro□ra□ to □urchase Gi□t Cards and to a□□rove a Resolution a□endin□ the FY2019 bud□et. This ex□enditure is dee□ed consistent □ith the □rovisions under Florida State Statute 932.7055□5□a□ □18-487□ □Chie□o□Police□

5. A□□roval □or the Ma□or to si□n the Suba□ard and Grant A□ree□ent □ith the Florida Division o□E□er□enc□ Mana□e□ent, and to a□□rove a Resolution authori□in□ the Cit□ Mana□er and Finance Director to si□n all □uture a□end□ents to this contract. □18-488□ □Finance Director□

M□LTI□□EAR CO□TRACTS□

□. Pursuant to the Ta□lor Creek Reservoir/St. Johns River □TCR/SJR□Water Su□□l□ A□ree□ents □ith Oran□e Count□, Toho Water Authorit□, Orlando Utilities Co□ □ission and East Central Florida Services, A□□rove the Final Rankin□ o□the Short-Listed Fir□s □or RF□-18-18-COC, Technical Consultin□ Per□ittin□ Services □or the TCR/SJR Water Su□□l□ Pro□ect□To Authori□e the Cit□ Mana□er and Cit□ Attorne□to Ne□otiate and Execute a Multi-Year Contract □ith the To□-Ranked Fir□ □HDR, Inc.□ □18-4□3□ □Utilities Director□

I□□ I□□ORMATIO□AL AGE□DA□

1. Cocoa Police De□art□ent District Event Statistics □or the □onth o□Au□ust, 2018. □18-4□□□ □Chie□o□Police□

□□ RE□ORTS□

Advisor□Boards and Co□ □ittees
Cit□Ad□inistration
Cit□Attorne□
Cit□Mana□er
Cit□Council

□I□ AD□O□R□ME□T□

□OTICE TO THE □□□LIC□

Pursuant to Section 28□.0105, Florida Statutes, the Cit□ hereb□ advises the □ublic that: i□a □erson decides to a□□eal an□ decision □ade b□ the Cit□ Council □ith res□ect to an□ □atter considered at its □eetin□ or hearin□, that □erson □ill need a record o□the □roceedin□s and □or such □ur□ose, a□ected □ersons □a□need to assure that a verbati□ record o□the □roceedin□s is □ade, and such record shall include the testi□on□and evidence u□on □hich the a□□eal is to be based. This notice does not constitute consent b□the Cit□ □or the introduction or ad□ission into evidence o□other□ise inad□issible or irrelevant evidence, nor does it authori□e challen□es or a□□eals other□ise not allo□ed b□la□.

Cit□ Code Section 2-54 re□uires that an a□ir□ative vote o□a □a□orit□ o□a □uoru□ □resent shall be necessar□ to enact an ordinance or ado□t an□ resolution□exce□t that t□o-thirds o□the □e□bershi□ o□the Council is re□uired to enact an e□er□enc□ordinance. All ordinances re□uire t□o readin□s, entitled □irst readin□ and second readin□ and □ublic hearin□, □rior to ado□tion.

Me□bers o□the □ublic s□eakin□ on □ublic hearin□ ite□s, thou□h entitled to be heard b□the Cit□ Council, are not entitled to an i□□ediate res□onse b□ either ad□inistrative sta□□□e□bers or Council once the □ublic hearin□ is closed□ho□ever, Council discussion □a□or □a□not include a res□onse. No □uestion b□the □ublic should be addressed directl□b□the Ad□inistrative sta□□.

Public debate b□individual s□eakers □ro□ the audience on □ublic hearin□ ite□s shall be li□ited to three □3□□inutes. Re□resentatives o□reco□ni□ed □rou□s shall be li□ited to ten □10□□inutes□ and total debate on a sin□le issue shall be li□ited to thirt□ □30□□inutes. Onl□one □resentation □er □erson □er issue shall be allo□ed.

A Council □e□ber □a□add an ite□ to the a□enda durin□the □eetin□onl□at the ti□e the a□enda is a□□roved. I□the ite□ re□uires action b□the Council, then it □a□be added to the a□enda b□an a□ir□ative vote o□the Council, and □ritten docu□entation □ust be sub□itted at the ti□e the ite□ is added to the a□enda.

This a□enda is □osted on the Munici□al Bulletin Board and at the Central Brevard Librar□ and Re□erence Center in Cocoa □or □ublic revie□.

This is a □ublic □eetin□. All interested □arties □a□attend. The □acilit□□herein this □ublic □eetin□ □ill be held is accessible to the □h□sicall□handica□□ed. In accordance □ith the A□ericans With Disabilities Act, □ersons needin□assistance to □artici□ate in an□o□these □roceedin□s should contact the Cit□Clerk o□the Cit□o□Cocoa, listed belo□, at least 48 hours □rior to the □eetin□: Carie Sheal□, Cit□Clerk, □5 Stone Street, Cocoa, b□tele□hone at □321□ 433-8484 or via e□ail at csheal□□ cocoa□l□or□.

Legislation Details (With Text)

File #:	18-442	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/11/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the Minutes of the Budget/CIP Workshop held on August 8, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-08-2018 Budget-CIP Workshop Minutes.pdf Aug 8 Budget Workshop (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Budget/CIP Workshop held on August 8, 2018, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Budget/CIP Workshop held on August 8, 2018, as written or with amendments

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A Fiscal Sustainabilit□/Bud□et Priorities Worksho□ □as held on Wednesda□, Au□ust 8, 2018 at 5:30 □□ in Cit□ Council Cha□bers, located at □5 Stone Street, Cocoa, Florida, as □ublicl□noticed.

I□ O□E□I□G MATTERS□

Ma□or Parrish called the □orksho□ to order at 5:34 □.□.

PRESENT:	Henr□ U. Parrish III	Ma□or
	Jeri Blanco	De□ut□ Ma□or
	Don Boisvert	Council□an
	Brenda Warner	Council□o□an
	Clarence Whi□□le, Jr.	Council□an
	Matt Fuhrer	Assistant Cit□ Mana□er
	John A. Titkanich, Jr.	Cit□ Mana□er
	Monica Arsenault	Assistant Cit□ Clerk
ABSENT:		
	Anthon□ Gar□anese	Cit□ Attorne□

OTHER STAFF MEMBERS PRESENT:

Ta□ □ □ Ge□ □ati, Ad□inistrative Services Director□ Mike Cantalou□e, Chie□o□ Police□ Gene Prince, Fire Chie□□ Ed We□eri□, Public Works Director□ Lora Ho□ell, De□ut□ Finance Director□ Rebecca Bo□□an, Finance Director□ Jack Walsh, Utilities Director□ Lea Ta□lor, Bud□et Anal□st□ and Karen Ha□ilton, Co□ □unit□ Services Director.

Cit□ Mana□er Titkanich ex□lained that in order to increase citi□en □artici□ation, the □resentation □ill be □rovided online. He asked Council to hold □uestions until the end. He also thanked all sta□□ □or their assistance in □uttin□ to□ether the FY19 □reli□inar□ bud□et.

II□ CO□□CIL □□SI□ESS□

1. Pro□osed FY19 Ca□ital I□ □rove□ent Pro□ra□

Cit□ Mana□er Titkanich □ointed out that the □ur□ose o□the □eetin□ is to revie□ a □resentation[1] detailin□ the □ro□osed FY19 Ca□ital I□ □rove□ent Pro□ra□. He noted that in A□ril the Cit□ □as assi□ned a Aa2 rating from Moody's Investors Service as □ell as a Certi□icate o□ Achieve□ent □or Excellence in Financial Re□ortin□ in 2017.

Cit□ Mana□er Titkanich revie□ed the a□enda □or the evenin□ and □rovided a back□round u□date on the bud□et:

- In FY15 Stantec □orked collaborativel□ □ith Cit□ sta□□to develo□ a Fiscal Sustainabilit□ □odel □or the General Fund.
- The Cit□ utili□ed the □odelin□ □rocess to identify options for the fund's sustainabilit□ over a ten-□ear □ro□ection □eriod
- The Cit□ contracted □ith Stantec to u□date the FY19 □odel
    - Validate □rior □ears assu□ □tions
    - Evaluate current and □uture □iscal conditions
    - Evaluate FY19 Milla□e and Fire Assess□ent rates

Cit□ Mana□er Titkanich shared a sna□shot o□a General Fund Baseline Scenario. He □entioned that the City almost hit a "fiscal cliff" but ex□lained that the last t□o □ears have been better than □hat □as initiall□ thou□ht and the "cliff" was avoided. He □ointed out that the reserves ke□t a health□ balance and □rovided a □ra□h to ex□lain the cash □lo□ □odel.

Cit□ Mana□er Titkanich shared the basis □or u□datin□ the current FY19 □odel:

- FY18 bud□et actuals □YTD□ and □ro□ected
- FY19 □ro□osed bud□et
    - Basis o□□ro□ected ex□enses □or □uture □iscal □ears thou□h FY28
    - CIP – 5 □ears
- O□eratin□ □und balance □reserves□– 4 □onths o□O□M ex□enditures
- Validation/changes from prior year's analysis
- Pro□ert□ values continue to rise, □ro□ection ad□usted
- Wal□art DC □ro□ect ti□in□ and i□ □acts ad□usted
- Fire assess□ent rate evaluation
- Market □orces and challen□es

[1] EXHIBIT A: FY 2019 Budget/CIP Presentation

- A□areness o□hori□on issues and □otential □iscal i□ □act

Cit□ Mana□er Titkanich re□orted □ercenta□es o□□ arket □orces and conditions on a □ra□h. He noted that these nu□bers are the □ost current, datin□ June, 2018. He revie□ed the consu□er □rice index, □unici□al cost index, construction cost index, □a□es, salaries, and co□ □ensation □or state and local □overn□ent □orkers. He □redicted that so□e o□these nu□bers □a□rise.

Cit□ Mana□er Titkanich discussed A□ end□ent 1 and the ex□anded ho□estead. He noted the □120,000 - □1□0,000 esti□ated reduction in Ad Valore□ Revenue annuall□ □er the BCPA/Stantec anal□sis.

Public Sa□et□Pensions □ere □entioned and he noted the un□unded Fire and Police liabilities and □entioned that the Cit□ retained Actuar□ services to re□licate and evaluate both Pension Funds.

He s□oke about insurance on the rise and ex□lained that sta□□is lookin□ to contain costs □hile still □rovidin□ reasonable bene□its:

- Health Insurance - t□o □ears o□catastro□hic clai□s
- Worker's Comp – PTSD Inde□nit□Bene□its
- Cancer Presu□ □tion ex□ansion - this is bein□ □ushed b□le□islators

Cit□ Mana□er Titkanich noted the u□co□in□ ex□iration o□the Waste Mana□e□ent contract in 2020. He □ointed out that the Cit□ □a□ □ace cost reduction or cost increases once the contract ex□ires.

He □entioned that Brevard Public Schools is re□uestin□ u□ to □our SROs, t□o o□ □hich are bein□ □rovided in FY19. He ex□lained that an ite□ □ill be □laced on the u□co□in□ Council a□enda to a□□rove an Interlocal A□ree□ent. He shared that he and Chie□Cantalou□e □et □ith the ne□ Su□erintendent o□Schools to discuss SROs. He ex□lained that current o□□icers □ill be o□□ered detail □obs to □ork at the schools and □ill be co□ □ensated se□aratel□ □ro□ their re□ular □a□ check. There □ill be a rei□burse□ent □or t□o SROs, about □□t□-t□o thousand dollars □□52,000.00□ □er o□□icer □or a total o□one hundred and □our thousand dollars □□104,000.00□

Cit□ Mana□er Titkanich discussed natural disasters and noted the t□o hurricanes that hit the Cit□ over the last □iscal □ear. He □ointed out that Ir□a alone cost over three □illion dollars □□3,000,000.00□in da□a□e.

He discussed the Stor□ □ater Fund and that □one□□ a□need to be borro□ed □ro□ the □eneral □und.

Cit□ Mana□er Titkanich □entioned Lee Wenner Park and re□orted that the Cit□ took it over □ro□ the Count□, and their contribution ends in FY2022 □hich is sixt□ thousand dollars □□□0,000.00□annuall□.

He brie□l□noted □otential le□al settle□ents, and s□oke about a recent US Su□re□e Court Rulin□, re: Internet Sales Taxes □South Dakota v. Wa□air□.

Cit□ Mana□er Titkanich revie□ed the FY19 Bud□et Develo□□ent Philoso□h□. He noted that the Cit□ □ould like to □aintain and enhance services □rovided to businesses and citi□ens. He discussed □arket rate ad□ust□ents in order to □rovide salar□increases.

In□or□ation □as shared re□ardin□the FY19 General Fund □iscal sustainabilit□. He □ointed out that the Wal□art Distribution Center has not hit the books □et.

Additionall□, he □ointed out □one□bud□eted □or si□ni□icant □ro□ects in the Cit□such as the Joe Lee S□ ith Center.

He discussed the General Fund FY19 reco□ □endations □hich include:

- Maintainin□the □illa□e rate at 5.9790 □ills
- Ado□t a □ire assess□ent rate □ith a 3□ annual ad□ust□ent
- Maintain □und balance at □ini□al reserve re□uire□ent
- Continue to □ork □ith Econo□ic Develo□□ent to □lan □or catal□tic ca□ital □ro□ects to enhance overall cit□ □ro□th
    - Utili□e □und balance available to □und strate□ic Econo□ic Develo□□ent □ro□ects
- Reduction in Co□ □ercial Solid Waste Rates – a□□roxi□atel□7.75□

Cit□ Mana□er Titkanich □rovided the back□round and sco□e o□utilit□ rates. He revie□ed the sco□e □hich includes:

- U□datin□ the ten-□ear □inancial □lan ori□inall□ develo□ed in the Water, Se□er, and Reclai□ed Water Rate Stud□.
- Veri□□in□or ad□ustin□the annual □lan o□rate increases as re□uired

Cit□ Mana□er Titkanich shared that the □indin□s sho□ that the FY19 Stud□ deter□ined a □ive □ercent (5□ □annual rate increase. Additionall□, he revie□ed the basis □or the Utilit□ Rate Anal□sis.

He discussed debt covera□e and Ma□or Parrish added that it is the City's goal to lo□er rates in the □uture.

A □odel □as □resented de□ictin□ utilit□ rate □inancial □lan □ro□ections over a ten-□ear □eriod. He noted that □e are □artnerin□ □ith the Cit□ o□Melbourne □or the Pineda □ro□ect.

Cit□ Mana□er Titkanich revie□ed the Utilit□ Rate Anal□sis and noted that the Cit□ Council had alread□ a□□roved the ad□ust□ents at the Jul□ 24, 2018 □eetin□. He □entioned the US Water □ Se□er Consu□er Price Index □hich avera□es □ive and a hal□□ercent (5.5□ □over the last ten □ears.

He shared a sna□shot o□the FY19 General Fund Bud□et to Actual nu□bers as o□ Jul□ 31, 2018. Further□ore, he □rovided a sna□shot o□the FY19 Water/Se□er Fund Bud□et to Actual nu□bers as o□Jul□ 31, 2018 and a sna□shot o□the FY19 Stor□ Water Fund Bud□et to Actual nu□bers.

The FY19 General Fund Revenue b□ □undin□ source[2] □as revie□ed alon□ □ith the FY19 Water/Se□er Fund Revenue and the FY19 Stor□ Water Fund b□ □undin□ source.

The FY19 Pro□osed Bud□et vs. FY18 A□ended Bud□et □ere discussed b□ □und. Additionall□, he □rovided in□or□ation re□ardin□ the FY19 Pro□osed Bud□et vs. FY18 A□ended Bud□et b□de□art□ent. He □ointed out that the increase in bud□et for the City Manager's office is due, in part, to the fact that the Leisure Services Department now reports directly to the City Manager's office.

Cit□Mana□er Titkanich □rovided and ex□lained a FY19 Pro□osed Bud□et vs. FY18 A□ended Bud□et b□ General Fund cate□or□ chart. He noted the contributions □ade to Cocoa Hi□h School and E□ □a Je□el Charter Acade□ □.

He □rovided and ex□lained a FY19 Water/Se□er Fund Pro□osed Bud□et vs. FY18 A□ended Bud□et b□cate□or□chart. Further□ore, he □rovided a chart that breaks it do□n □urther b□division.

[2] Mayor Parrish left the meeting at 6:47pm & returned at 6:49pm

Cit□ Mana□er Titkanich ex□lained the FY19 □ro□osed General Fund Ca□ital Bud□et and □entioned that the Cit□ is enhancin□ the co□□uter s□ste□s □or dis□atch at the Police De□art□ent.

Further□ore, he discussed the FY19 □ro□osed Ca□ital Bud□et Water/Se□er and other □unds □hich include the CRAs, Ca□ital Pro□ects Fund, and the Stor□ □ater Fund. [3]

Cit□Mana□er Titkanich o□ened the discussion to Council □or □uestions.

Council□an Whi□□le in□uired as to □hen the Cit□antici□ates receivin□ □unds □ro□ FEMA and □here the□□ill □o □hen the□are received. In res□onse, Cit□Mana□er Titkanich explained that once the funds are received it will go back into the City's reserves.

Council□an Whi□□le in□uired about the Fiske Blvd. □ro□ect and □hen it is set to be□in. In res□onse, Cit□Mana□er Titkanich ex□lained that there are t□o □ro□ects, one o□□hich is in re□ard to Broad□oor Acres and □ixin□draina□e issues. The other is Peachtree Street, south o□SR520. He stated that these are set to be□in in FY19. Council□an Whi□□le asked about the Rosa L. Jones □ro□ect and i□it □ill be□in in FY19. Cit□Mana□er Titkanich re□lied that he is unsure at this ti□e due to State □lannin□.

Lastl□, Council□an Whi□□le asked i□there □ill be an□ chan□es in the table o□ organization under the City Manager's reign in FY2019. In response, Cit□Mana□er Titkanich re□lied ne□ativel□.

De□ut□Ma□or Blanco in□uired about SROs. In res□onse, Cit□Mana□er Titkanich ex□lained that the Cit□□ill □rovide SROs to both Clearlake Education School and Ca□brid□e Ele□entar□until the o□icial SROs have co□□leted their trainin□. These □ill be considered detail □obs and the o□icers □ill be □aid thirt□-□ive dollars □□35.00□ an hour □or □hich the Cit□□ill be rei□bursed b□the schools.

Further□ore, he noted that Ca□brid□e Ele□entar□□ill have an ar□ed o□icer. He ex□lained that at the next Council □eetin□Council □ill have the o□tion to a□□rove an Interlocal A□ree□ent □hich □ill allo□ the Cit□to □rovide t□o SRO o□icers, one □or each school.

[3] Council took a break at 7:05pm & returned at 7:17pm

Additionall□, De□ut□ Ma□or Blanco shared that Dr. S□ith had reached out to her □ith concerns that there □ill not be enou□h SRO's.

Chie□Cantalou□e ex□lained the di□erence bet□een a securit□o□icer and an SRO.

Ma□or Parrish asked Cit□ Mana□er Titkanich i□he had heard that le□islators are lookin□ to □ush o□□cities. In res□onse, Cit□Mana□er Titkanich ex□lained that there □as a state□ent that □as □ade that le□islators □a□ cut back on School Board □undin□ □hich □ould, in turn, encoura□e School Boards to turn to their res□ective cities □or □undin□. Additionall□, Cit□ Mana□er Titkanich added that, not to be uns□□ □athetic, it is technicall□ not the dut□ o□ the Cit□ to su□□ort schools □inanciall□.

De□ut□Ma□or Blanco asked Cit□Mana□er Titkanich i□he □ould be o□en to havin□ a □eetin□ □ith Dr. S□ith. In res□onse, Cit□Mana□er Titkanich stated that he □ould be o□en to a □eetin□ and □ould invite several other Cit□sta□□□e□bers.

Discussion ensued a□ on□ Council re□ardin□ SROs.

Cit□ Mana□er Titkanich assured Council that he □ould reach out to set u□ a □eetin□ □ith Dr. S□ith.

Council□o□an Warner stated that she □ould like to see verbia□e □ritten into the Police Department's plan in the □uture re□ardin□ the develo□□ent o□a recruit□ent □ro□ra□ in order to assist □ith obtainin□ □ublic sa□et□sta□□.

In re□ards to Waste Mana□e□ent, Ma□or Parrish □entioned that he believes the Cit□ is on the ri□ht track b□ doin□ its due dili□ence and researchin□ □hat other cities are bein□ char□ed.

Mayor Parrish commented on Cocoa's water system and stated that he feels they are doin□ a □ood □ob and he has not received an□co□ □laints since the hurricanes hit. He ex□ressed thanks to Jack Walsh □or doin□ a □reat □ob as a Director and asked sta□□to do □hat the□can to □ake his □ob easier. He noted that he has set a □ositive exa□ □le □or others.

Additionall□, Ma□or Parrish asked about the construction at Lee Wenner Park. In res□onse, Assistant Cit□ Mana□er Fuhrer ex□lained that this □ill be revie□ed b□ Council at the next Council □eetin□ but □rovided a brie□u□date.

Cit□ Mana□er Titkanich noted u□co□in□ □eetin□s □ertainin□ to the next ste□s in the bud□et □rocess.

In closin□, Cit□ Mana□er Titkanich thanked sta□□a□ain □or □uttin□ to□ether the bud□et □or the u□co□in□ □iscal □ear.

III□ AD□O□R□ME□T□

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"Exhibit A"


WATER/SEWER FUND
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
AGENDA
QUESTIONS & DISCUSSION
#TIGERPRIDE


BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018


BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
GENERAL FUND
WATER/SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET
COCOA FLORIDA
GO TIGERS!
#TIGERPRIDE
#LOVECOCOA
COCOA PAL

Responsible Fiscal Management



Assigned Aa2 rating from Moody's Investors Service

GFOA
Certificate of Achievement
FOR EXCELLENCE IN
Financial Reporting


BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
GENERAL FUND
WATER/SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET
COCOA FLORIDA
GO TIGERS!
#TIGERPRIDE
COCOA PAL

Agenda



- Background...review and basis for FY 2019 Budget Analysis
- Market Forces, Challenges and Horizon Issues
- FY 2019 Budget Development Philosophy
- General Fund
  - Basis and Review of Fiscal Sustainability Model and Recommendations
- Water/Sewer Fund
  - Review of 10 year Financial Plan (Revenue Sufficiency Analysis and Rates)
- FY 2018 Actuals (and Projected) - FY 2019 Proposed Budget - All Funds
- Overview of Fund Budgets Revenues and Expenses
- Next steps...


BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
GENERAL FUND
WATER/SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET
COCOA FLORIDA
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COCOA PAL

Background...update



- In FY 2015 Stantec (Burton & Associates) worked collaboratively with City staff to develop a Fiscal Sustainbility Model for Cocoa's General Fund
- The City utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period
- The City contracted with Stantec to update the model with current data to aid in the FY 2019 Budget Process
  - Validate prior years assumptions
  - Evaluate current and future fiscal conditions
  - Evaluate FY19 Millage and Fire Assessment Rates

General Fund Baseline Scenario

(May 19, 2015 Budget Workshop)



No Changes in Millage Assumed

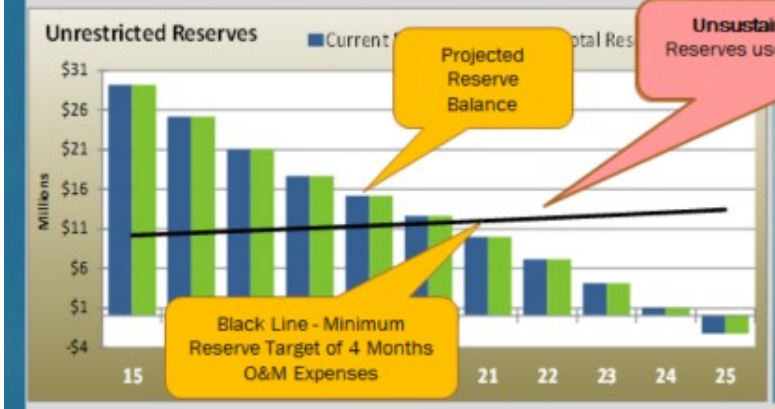
Modest Property Value Growth Assumptions

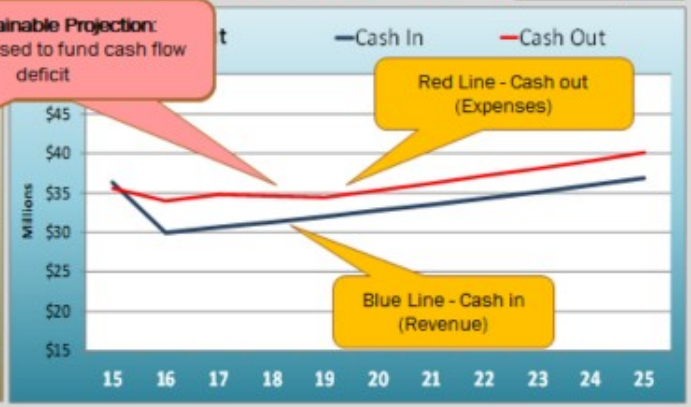
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	N/A	0.00%	0.50%	1.00%	1.25%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
New Construction	N/A	0.81%	0.91%	1.01%	1.10%	1.08%	1.26%	1.23%	1.20%	1.16%	1.13%
Total Property Value Adjust.	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Cash Flow Surplus/(Deficit) $M	$0.7	($4.0)	($4.2)	($3.3)	($2.5)	($2.6)	($2.7)	($2.8)	($3.0)	($3.1)	($3.2)
End of Year Fund Balance $M	$29.1	$25.2	$21.0	$17.7	$15.2	$12.6	$9.9	$7.1	$4.1	$1.0	($2.3)
Reserve Target Surplus/(Deficit) $M	$19.0	$14.7	$10.2	$6.6	$3.8	$0.9	($2.1)	($5.3)	($8.6)	($12.1)	($15.7)

Port Project?
PST Year?



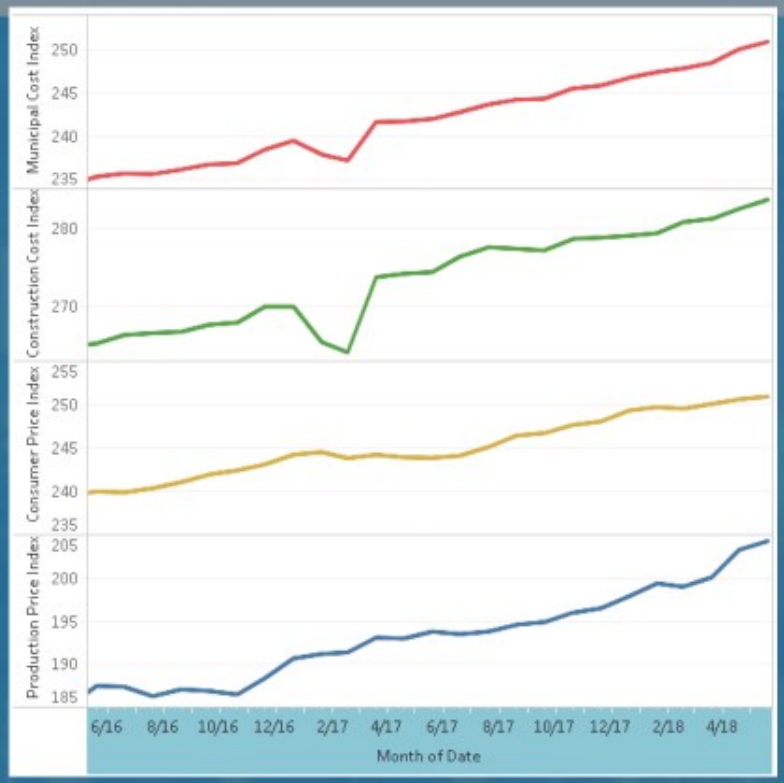


Basis for FY 2019 GF Budget Analysis

- FY 2018 Budget Actuals (YTD) and Projected
- FY 2019 Proposed Budget
  - Basis of projected expenses for future fiscal years through FY 2028
  - Capital Improvements Program - 5 years
- Operating Fund Balance (Reserves) - 4 months of O&M Expenditures
- Validation/Changes from Prior Year's Analysis
  - Property Values continue to rise, projection adjusted
    - Walmart DC Project timing & impacts adjusted
  - Fire Assessment Rate Evaluation
- Market Forces and Challenges
- Awareness of Horizon Issues and potential fiscal impact

Market Forces and Conditions

- Consumer Price Index (6/2018)[1] 2.89%
- Municipal Cost Index (6/2018)[2] 3.67%
- Construction Cost Index (6/2018)[2] 3.34%
- Wages and Salaries (6/2018)[3] 1.9%
  (State/Local Government Workers)
- Compensation (6/2018)[3] 2.3%
  (State/Local Government Workers)



Sources:

[1] U.S. Bureau of Labor Statistics (CPI-U June 2018)

[2] American City and County (http://americancityandcounty.com/mciarchive/marketbasket)

[3] U.S. Bureau of Labor Statistics - Employment Cost Index (https://www.bls.gov/news.release/eci.nr0.htm)

Horizon Issues...



- Amendment 1 - Expanded Homestead
  ($120,000 - $160,000 est. reduction Ad Valorem Revenue annually, BCPA/Stantec analysis)
- Public Safety Pensions
  - Fire Unfunded Liability - $8,179,125 (ARC: $1,424,223 - 3.8% increase)
  - Police Unfunded Liability - $1,240,456 (ARC: $923,473 - 6.4% increase)
  - City retained Actuary to replicate and evaluate both Pension Funds
- Insurance:
  - Health Insurance - 2 years of catastrophic claims (7.5% increase)
  - W/C - PTSD Indemnity Benefits, Cancer Presumption expansion
- Future Solid Waste Contract - contract with Waste Managment expires in 2020
- SRO's - BPS requesting up to 4, 2 being provided in FY 2019
  - $104,000 reimbursement for 2 SROs (Current SRO est. salaries/benefits - $147K+)

Horizons Issues...



- Natural Disasters
  - Reimbursements from Hurricanes Matthew and Irma (Timing and Amount)
  - ***Projected*** FY 2018 GF Unassigned Fund Balance: $3.9 million
    - Cost for Hurricane Irma - Approximately $3.5 million
- Stormwater Fund - NPDES and BMAP mandates - ***inadequate*** revenue for program
- Lee Wenner Park - County and CIty ILA: $60,000 BOCC contribution ends in FY 2022
- Potential Legal Settlements

Recent US Supreme Court Ruling, re: Internet Sales Taxes (South Dakota v. Wayfair)

- Florida House Ways & Means Committee (January 2017) estimated then potential of $200 million in sales tax revenue
  - Subject to Legislative Action

FY 2019 Budget Development Philosophy

City remain on fiscally sustainable path!



- **FOCUS:**
  - FY15 and FY16 Focus – Public Safety
  - FY17 and FY18 – Community Improvements & Infrastructure
  - Fiscal Year 2019 - Community Improvement/Employee Investment
- Maintain/enhance current Levels of Service provided to citizens and businesses
- Maintain/Control Expenditure Levels
- City currently negotiating with Collective Bargaining Units (Unions)
  - ***In addition*** to providing negotiated raises, provide for a level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received a market rate adjustments ($300K +/- recurring costs)
- Maintain employee benefits at reasonable levels

General Fund FY 19 Fiscal Sustainability

CALC | SAVE | 5/10
LAST | OVR
CIP | $M

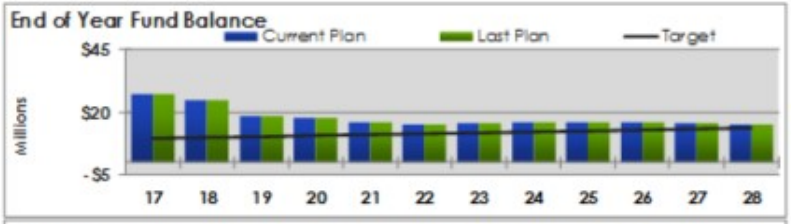
FAMS-XL© GENERAL FUND

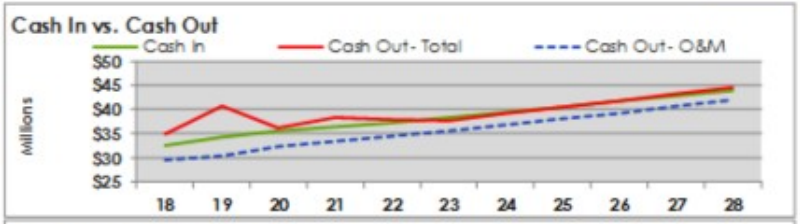
City of Cocoa, FL

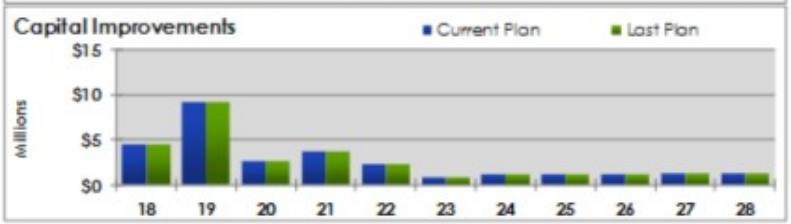
Stantec

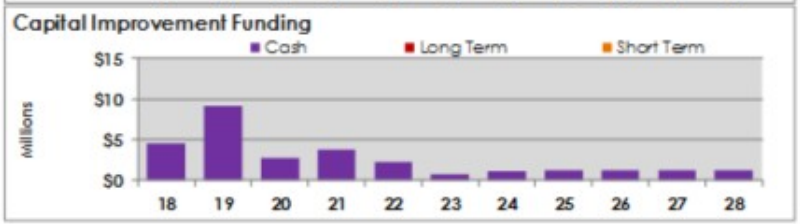
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Total Property Value Adj	3.8%	6.1%	11.2%	4.0%	3.0%	3.0%	4.3%	4.2%	5.4%	3.0%	3.0%
Last Plan	3.8%	6.1%	11.2%	4.0%	3.0%	3.0%	4.3%	4.2%	5.4%	3.0%	3.0%
Cash Flow Sur/(Def) $M	$ (2.39)	$ (6.33)	$ (0.67)	$ (1.94)	$ (0.68)	$ 0.61	$ 0.25	$ 0.06	$ (0.06)	$ (0.34)	$ (0.62)
End of Year Fund Bal $M	$ 24.75	$ 18.41	$ 17.74	$ 15.80	$ 15.13	$ 15.73	$ 15.98	$ 16.04	$ 15.97	$ 15.64	$ 15.01
Target Sur/(Def) $M	$ 14.99	$ 8.35	$ 7.08	$ 4.79	$ 3.75	$ 3.98	$ 3.84	$ 3.50	$ 3.01	$ 2.24	$ 1.17
Balance % of Expenses	71%	45%	49%	41%	40%	42%	41%	40%	38%	36%	34%
Target % of Expenses	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%

HE? Y
WMDC? Y









General Fund FY 2019 Recommendations

- **Maintain millage rate** at 5.9790 mills
- **Adopt Fire Assessment Rate** with a 3% annual adjustment (5% - FY2018)
- **Maintain Fund Balance at minimum reserve requirement**
- **Continue to plan for Catalytic Capital Projects** to enhance overall City values and growth
    - Utilize Fund Balance available to fund strategic economic development projects

- **Reduction** in Commercial Solid Waste Rates - approx. 7.75%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Background and Scope - Utility Rates



Background

- In FY 2010 Stantec (Burton & Associates) conducted a comprehensive Water, Sewer and Reclaimed Water Rate Study
- The City adopted the recommended rate adjustments for FY 2011 with 5% annual rate increases effective each October 1 thereafter subject to prior approval by Council
- The City contracts with annually Stantec to verify and adjust as necessary the annual plan of rate adjustments for FY 2012 and beyond.

Scope

- Update the ten (10) year financial plan originally developed in the above referenced study
- Verify, or adjust, the annual plan of rate increases as required

Findings

- FY 2019 Study determined a 5% annual rate increase

Basis for UT Rate Analysis

- FY 2018 Budget and Year-End Estimates
- FY 2019 Proposed Budget
  - Projected O&M expenses for future fiscal years through FY 2026
- FY 2019 – FY 2023 Capital Improvements Program
- Operating reserve equal to 4 Months of O&M Expenses
- Minimum debt service coverage of 1.50x debt service
  - Both levels based upon industry practices & rating agency criteria
- Assumptions
  - System Growth
  - Continued trend of reduced flows per account
  - Budget execution Cost escalation

10 yr. Utility Rate Financial Plan Projections

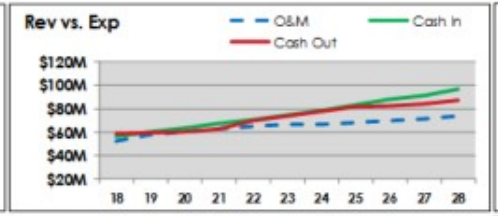
CALC LAST3
SAVE OVR3
CTRL

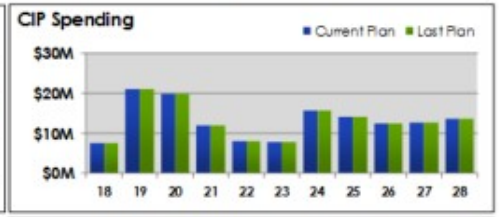
FAMS-XL©
City of Cocoa, FL

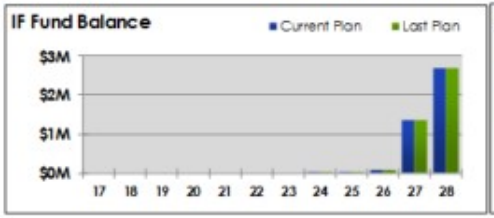
Stantec

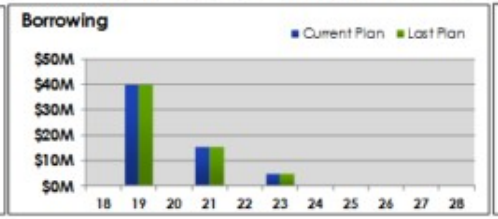
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2022	FY 2027
Water Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Sewer Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.62%	55.37%
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Reuse Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Senior-Lien DSC	3.22	2.34	2.40	2.42	2.60	2.78	3.73	4.07	4.45	5.08	5.58		
Last Plan	3.22	2.34	2.40	2.42	2.60	2.78	3.73	4.07	4.45	5.08	5.58		
Avg Bill (5,000 gal)	$78.97	$82.94	$87.08	$91.44	$96.03	$100.87	$105.94	$111.26	$116.82	$122.68	$128.81		
Last Plan	$78.97	$82.94	$87.08	$91.44	$96.03	$100.87	$105.94	$111.26	$116.82	$122.68	$128.81	R&E Types	-
Change $		$3.97	$4.14	$4.36	$4.59	$4.84	$5.07	$5.32	$5.56	$5.86	$6.13	Check	-

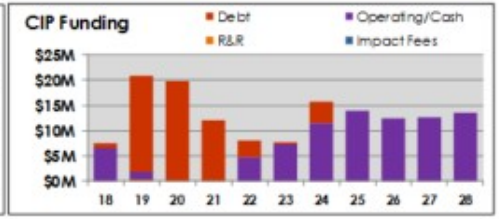












UT Rate Analysis

- 5% annual rate adjustments recommended
  - Approved by City Council on July 24, 2018
- Additional revenues to offset reduced water sales (consumption)
- Rates support higher level of near-term debt for capital needs
- Provides strong debt service coverage
- Maintains reserve balances at or above **minimum** target (4 months O&M costs)...plans to increase to 6 months
- US Water & Sewerage Consumer Price Index averages 5.5% over the past 10 years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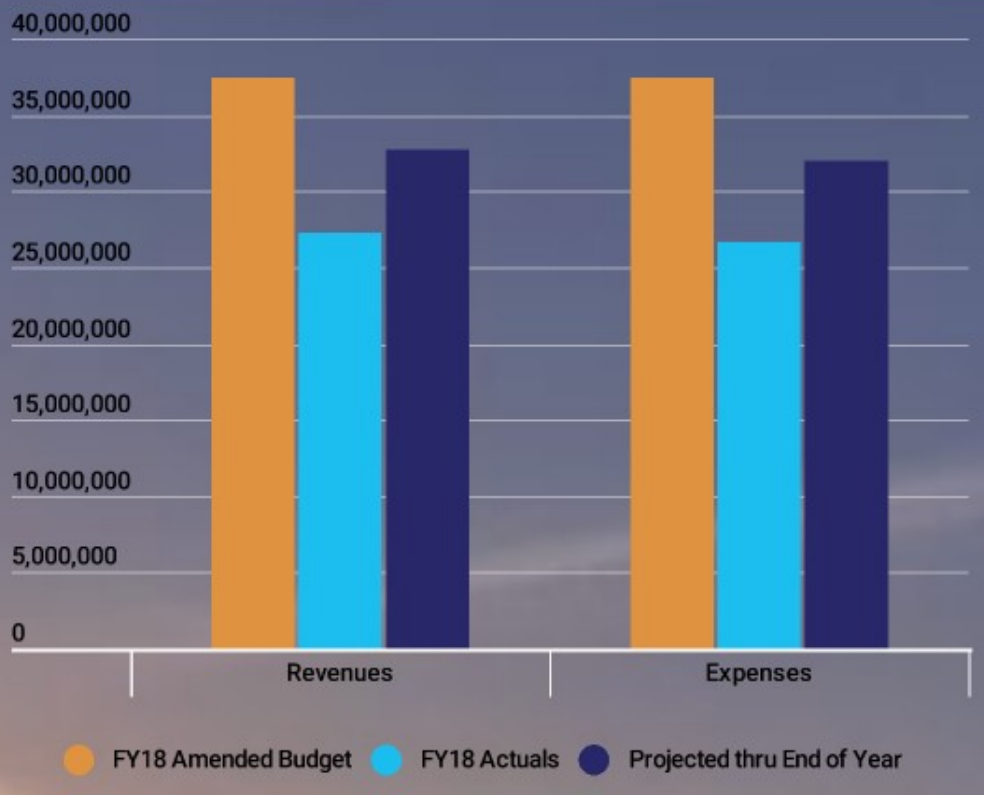
FY 2019 Budget to Actual Snapshot

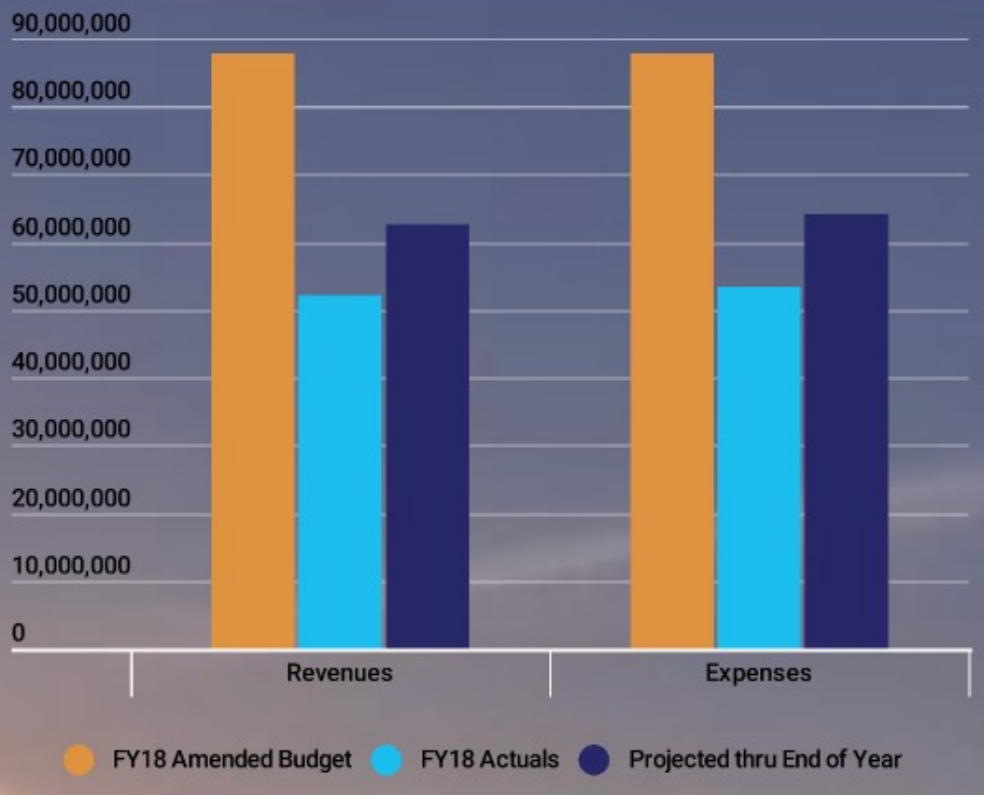
General Fund



Actuals as of 7/31/2018*

FY 2018 Budget to Actual Snapshot

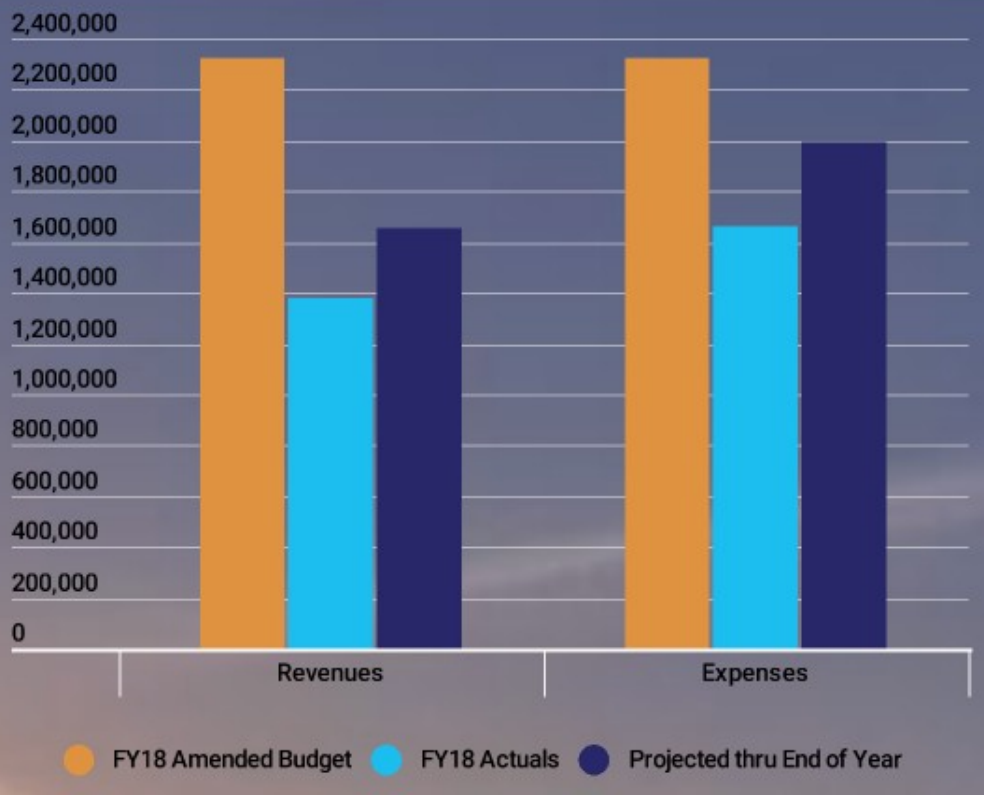
Water/Sewer Fund



Actuals as of 7/31/2018*

FY 2018 Budget to Actual Snapshot

Storm Water Fund



Actuals as of 7/31/2018*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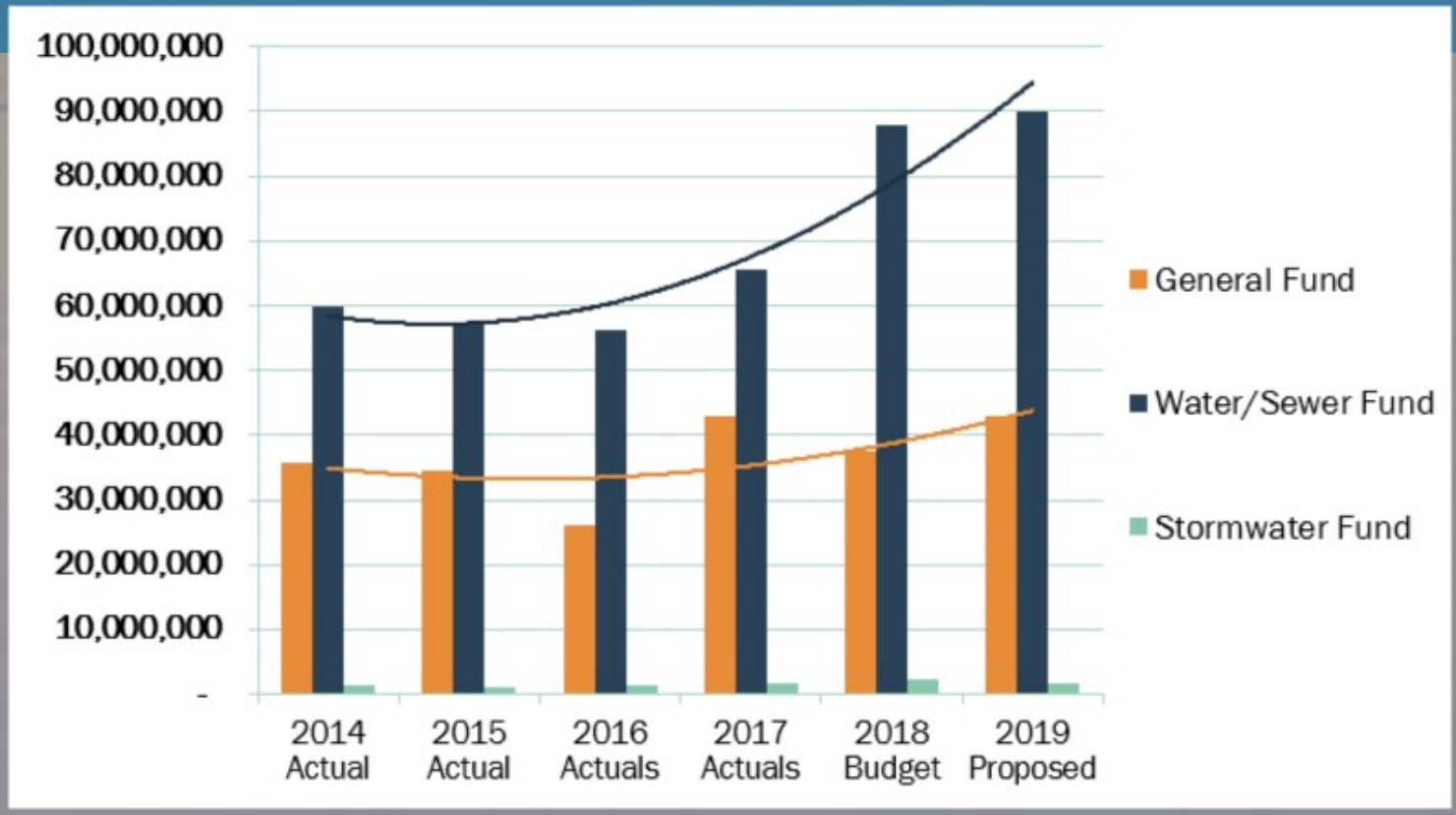
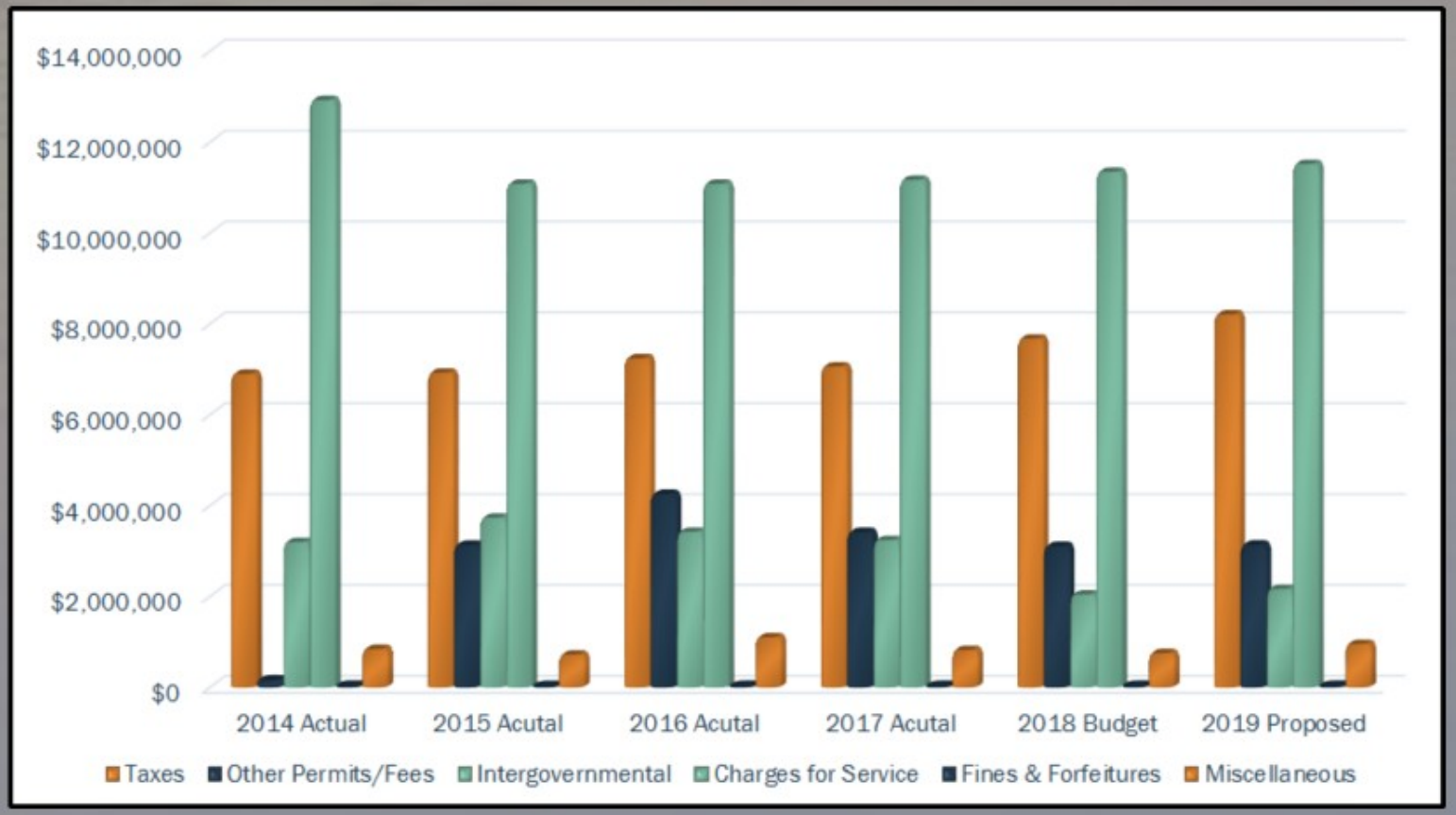
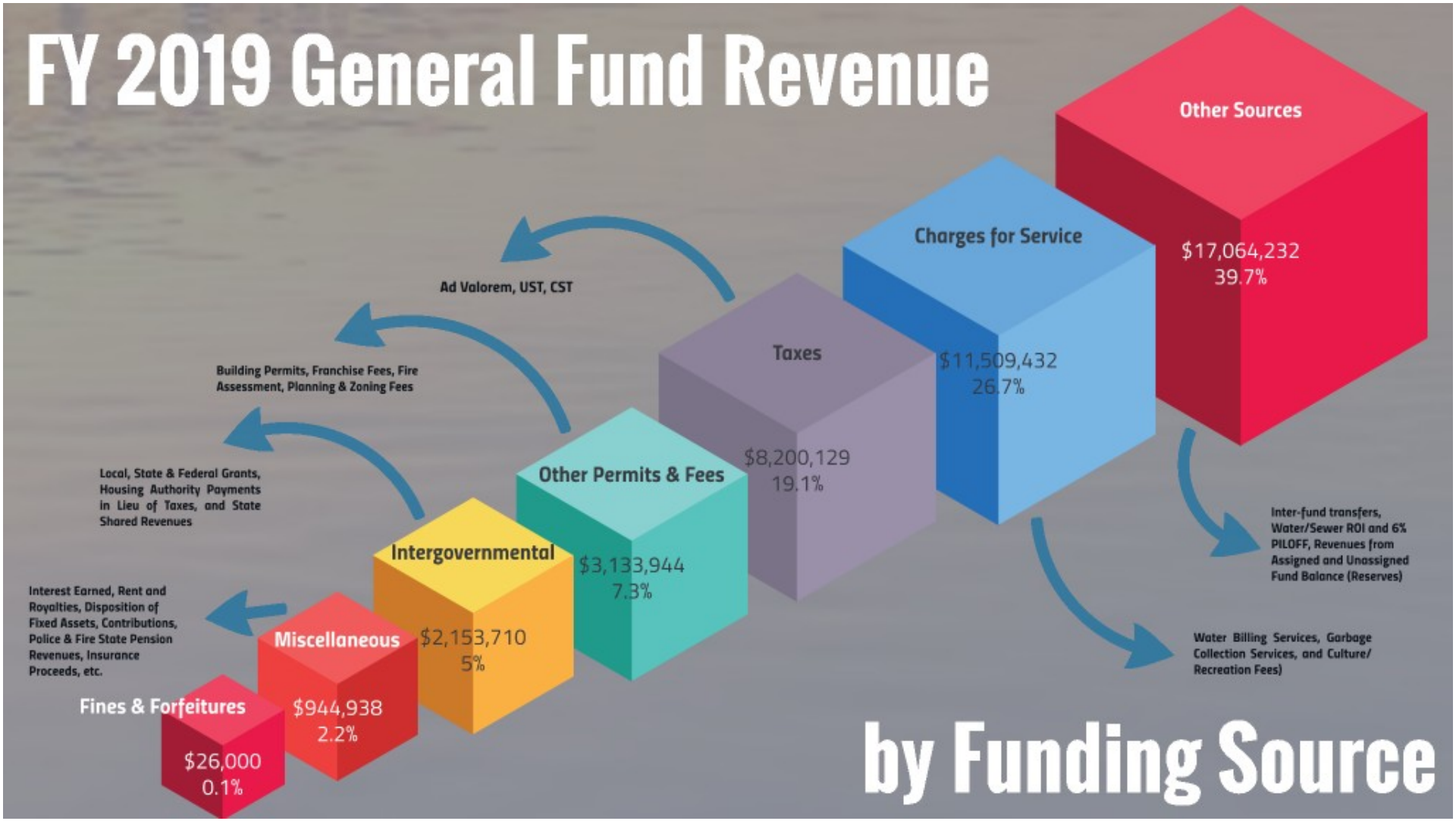
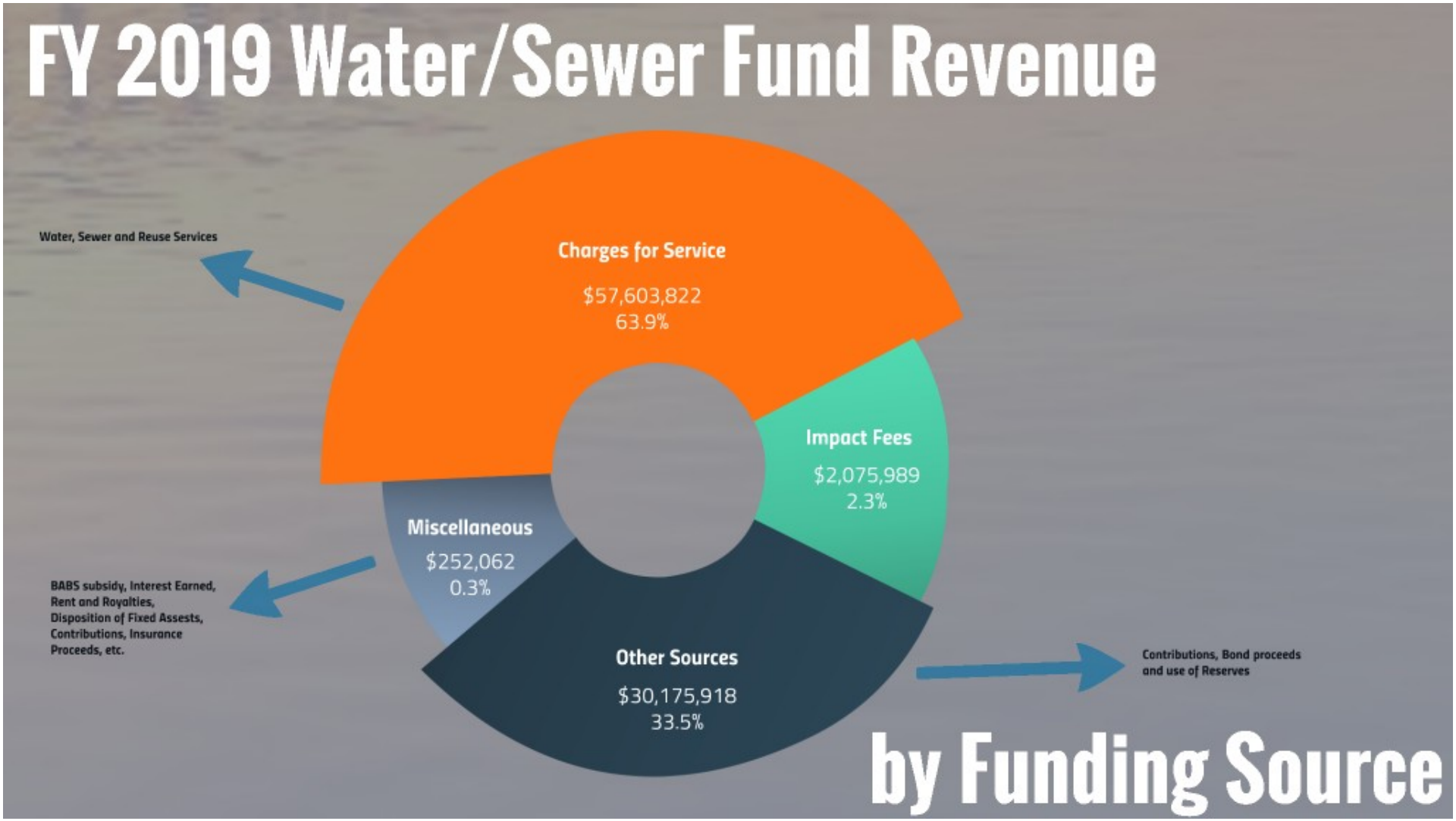
Revenue Trend - All Funds

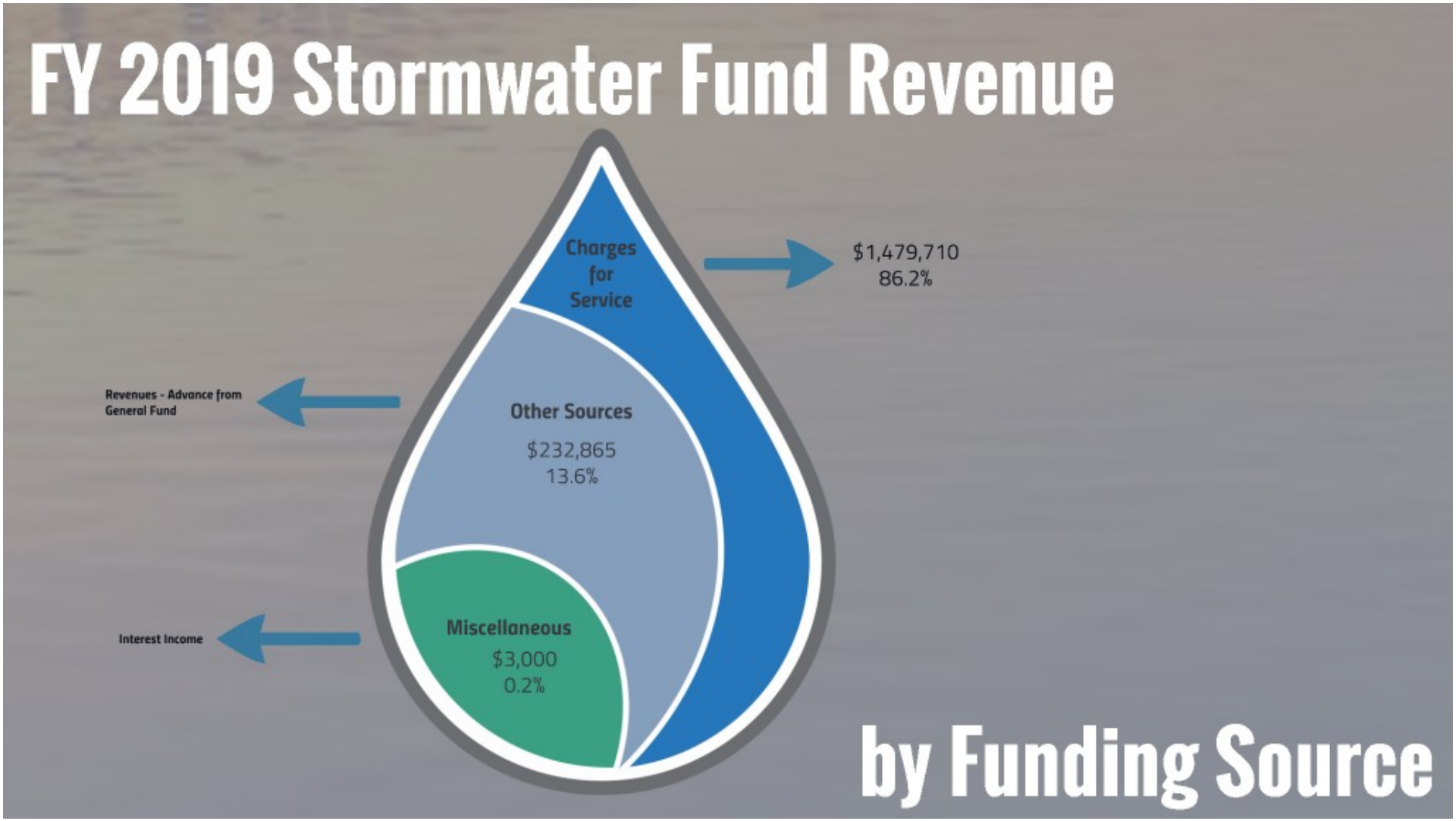


General Fund Revenues




FY 2019 General Fund Revenue
Other Sources
$17,064,232
39.7%
Charges for Service
$11,509,432
26.7%
Taxes
$8,200,129
19.1%
Other Permits & Fees
$3,133,944
7.3%
Intergovernmental
$2,153,710
5%
Miscellaneous
$944,938
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Revenues from Assigned and Unassigned Fund Balance (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2019 Water/Sewer Fund Revenue
Water, Sewer and Reuse Services
Charges for Service
$57,603,822
63.9%
Impact Fees
$2,075,989
2.3%
Miscellaneous
$252,062
0.3%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$30,175,918
33.5%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2019 Stormwater Fund Revenue
Charges for Service
$1,479,710
86.2%
Revenues - Advance from General Fund
Other Sources
$232,865
13.6%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source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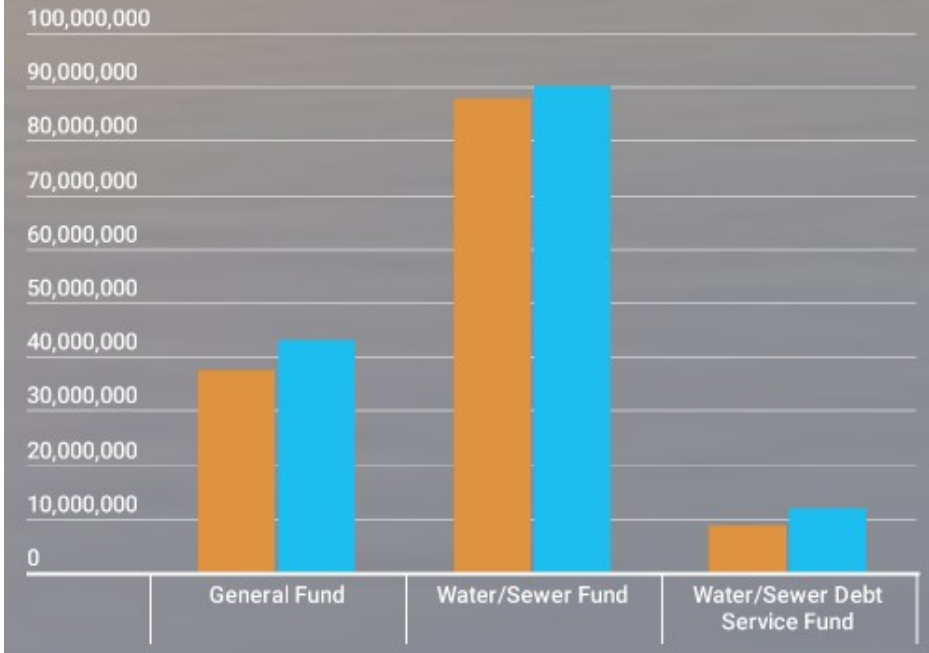
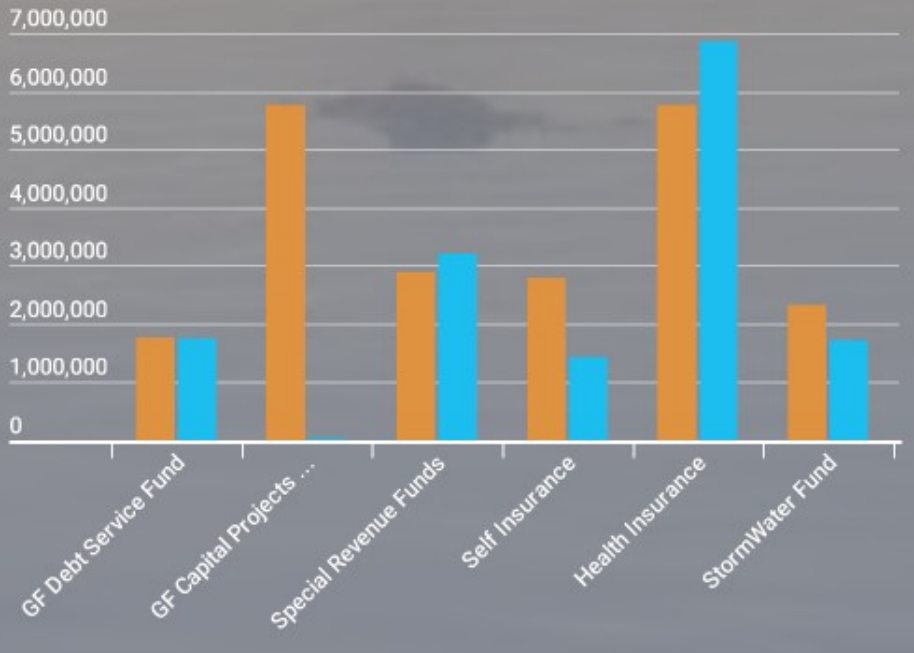
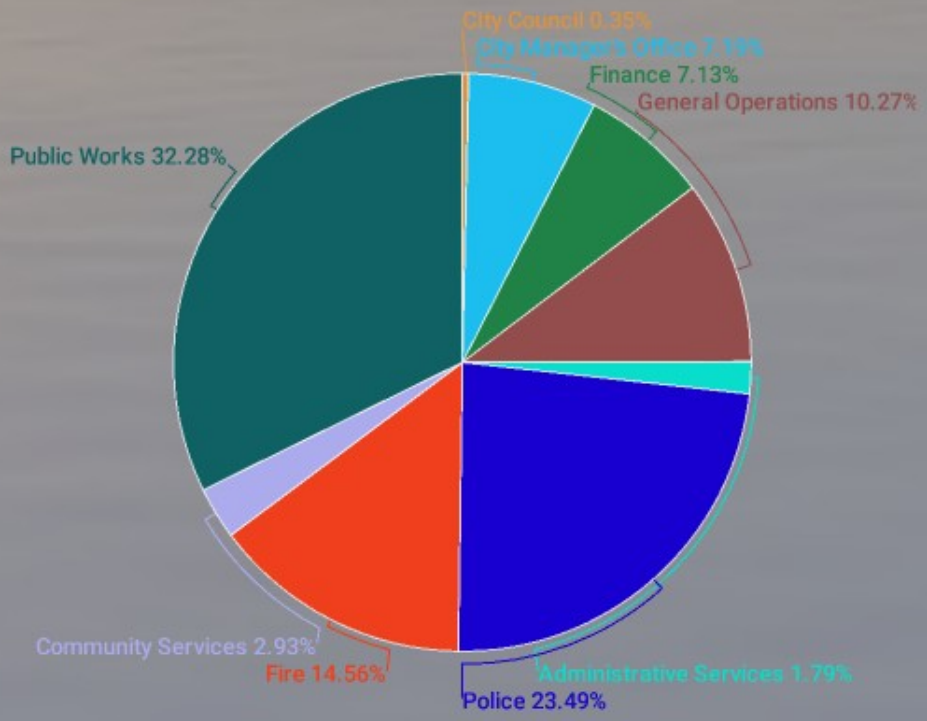
FY19 Proposed Budget vs. FY18 Amended Budget by Fund

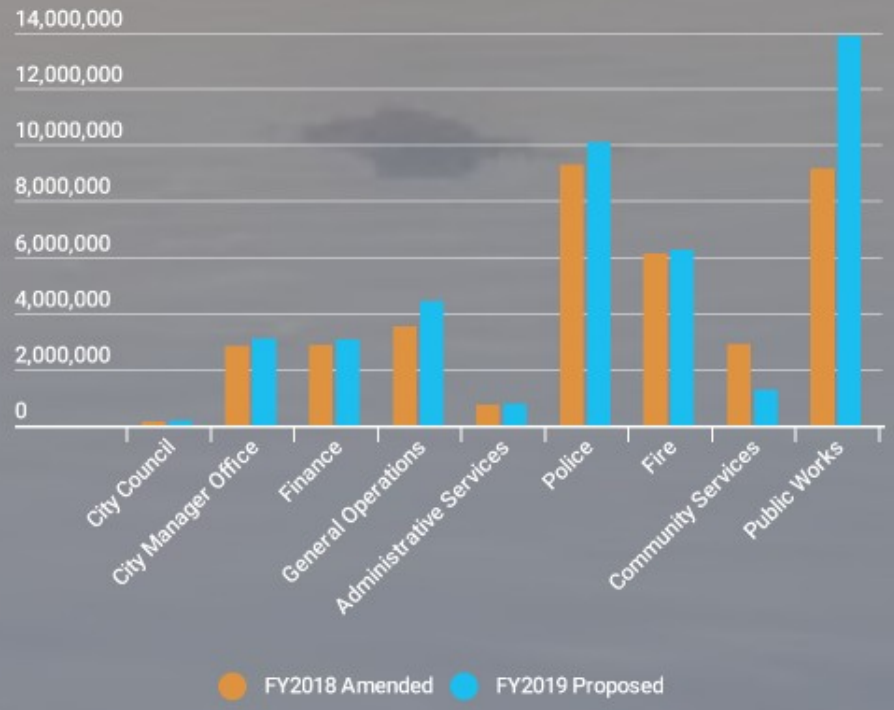




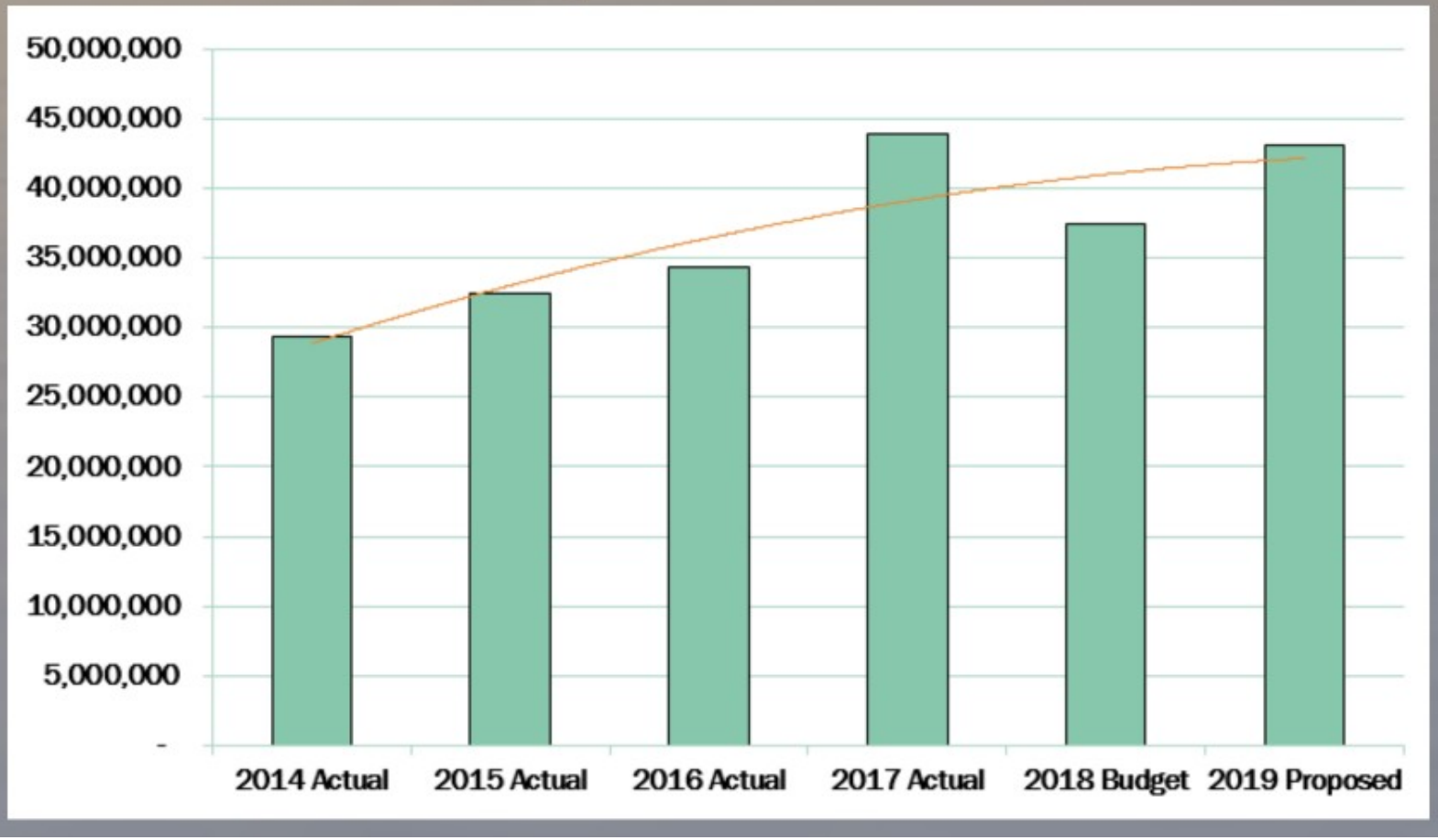


FY19 Proposed Budget vs. FY18 Amended Budget by Department



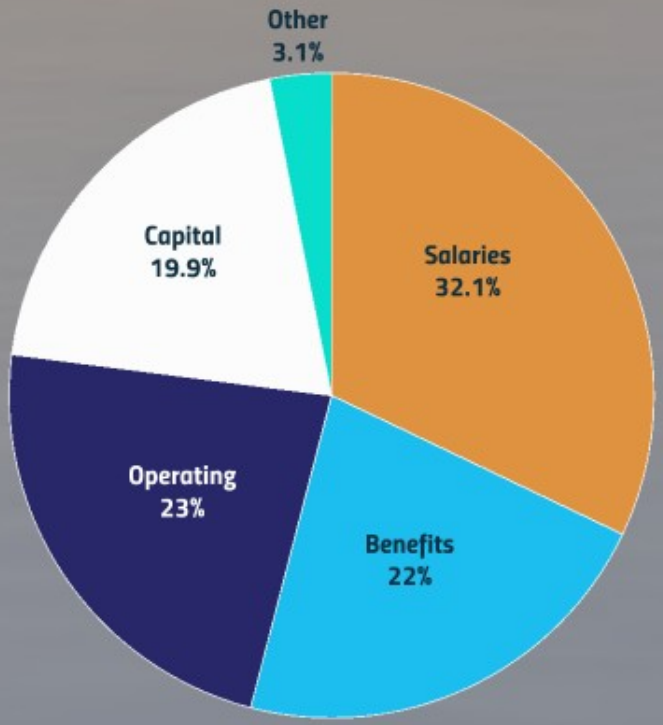


General Fund Expenditure Trends



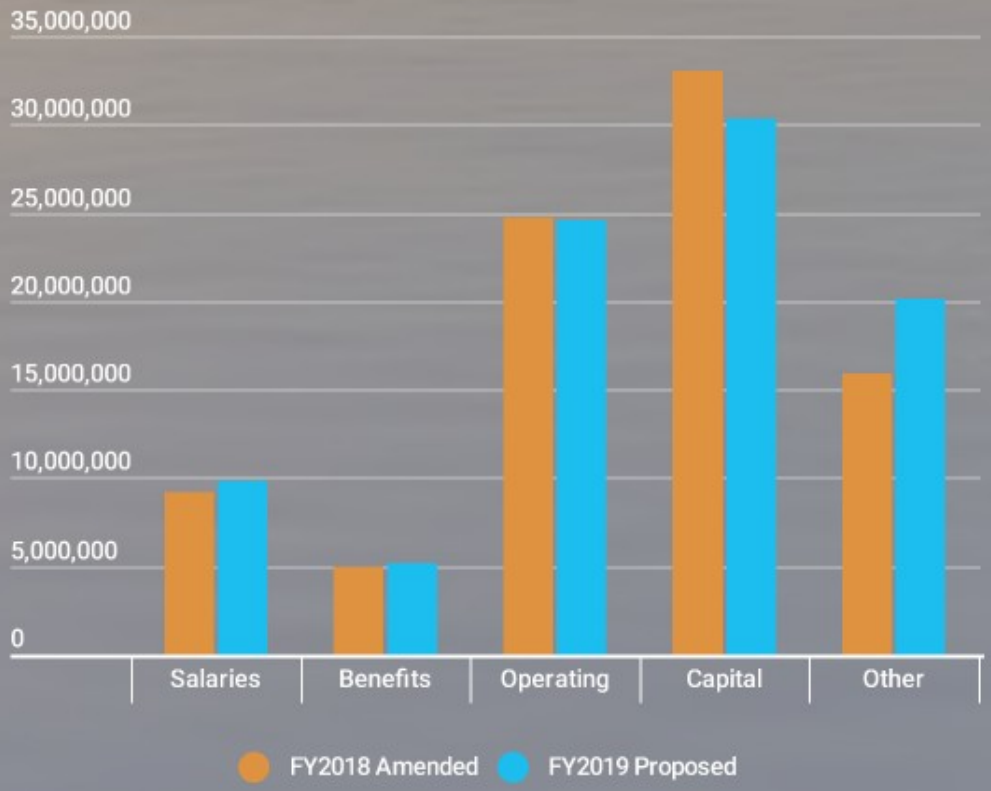
FY2019 Proposed Budget vs. FY2018 Amended Budget by General Fund Category

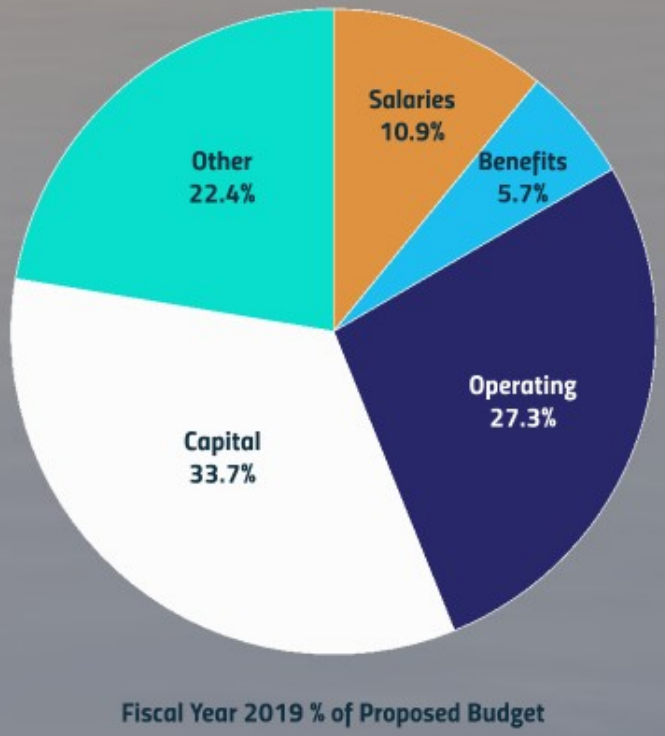




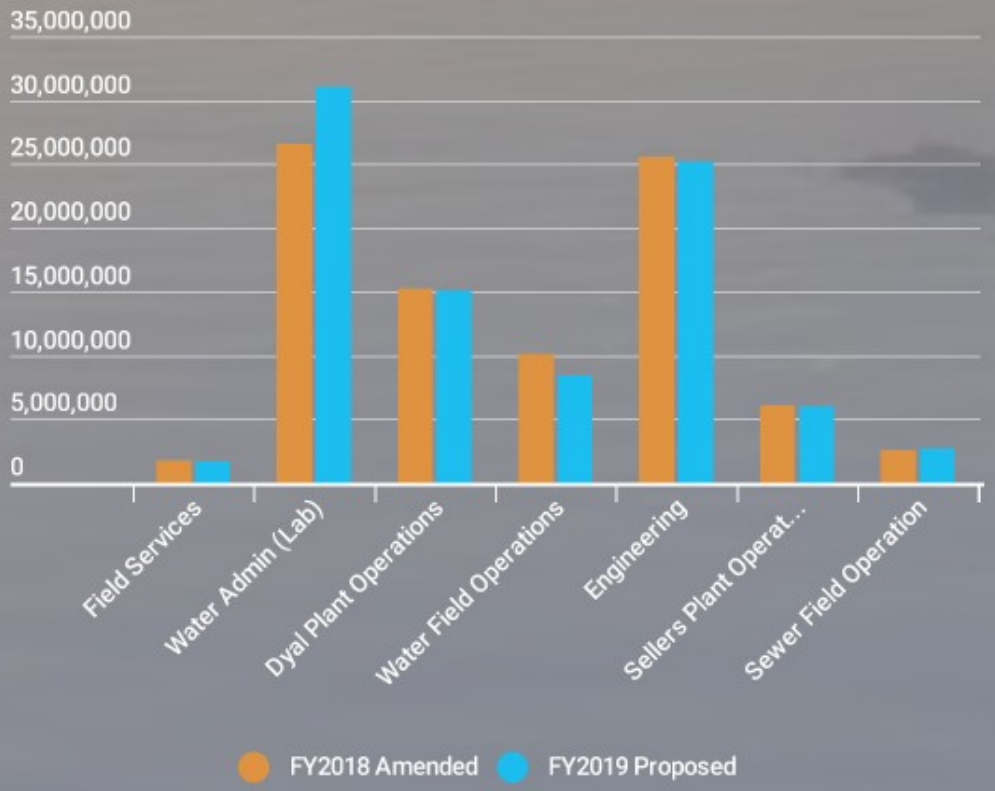
Fiscal Year 2019 % of Proposed Budget

FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Category

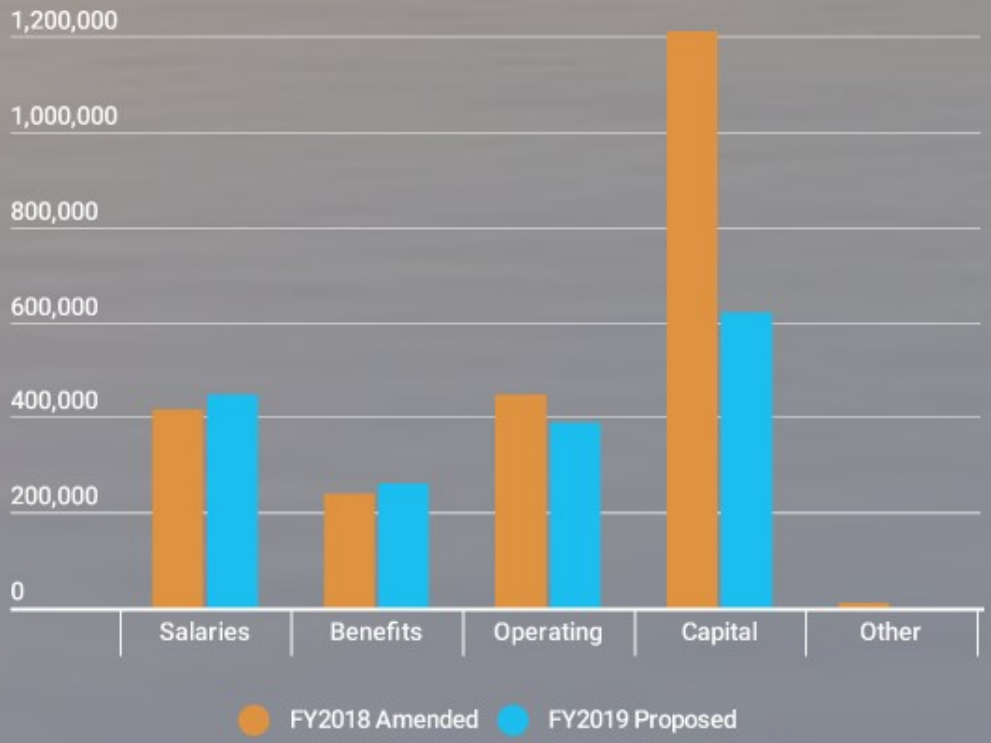


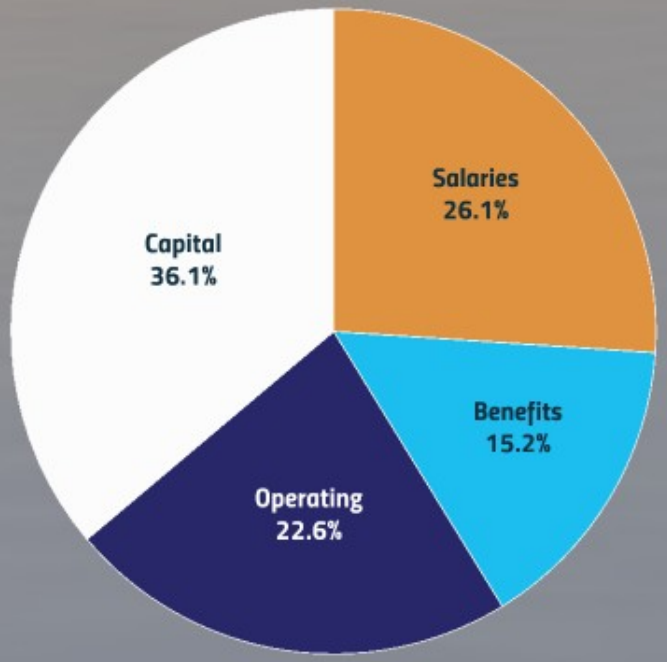


FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Division



FY 2019 Proposed Budget Stormwater Fund by Category





Fiscal Year 2019 % of Proposed Budget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GENERAL FUND
WATER/SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET
COCOA FLORIDA
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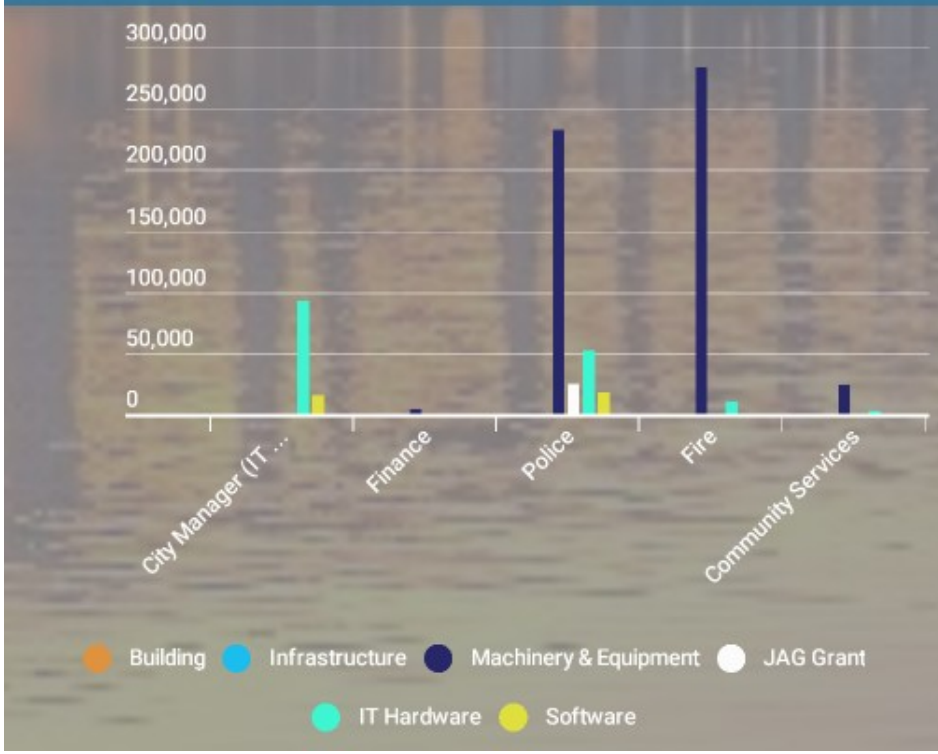
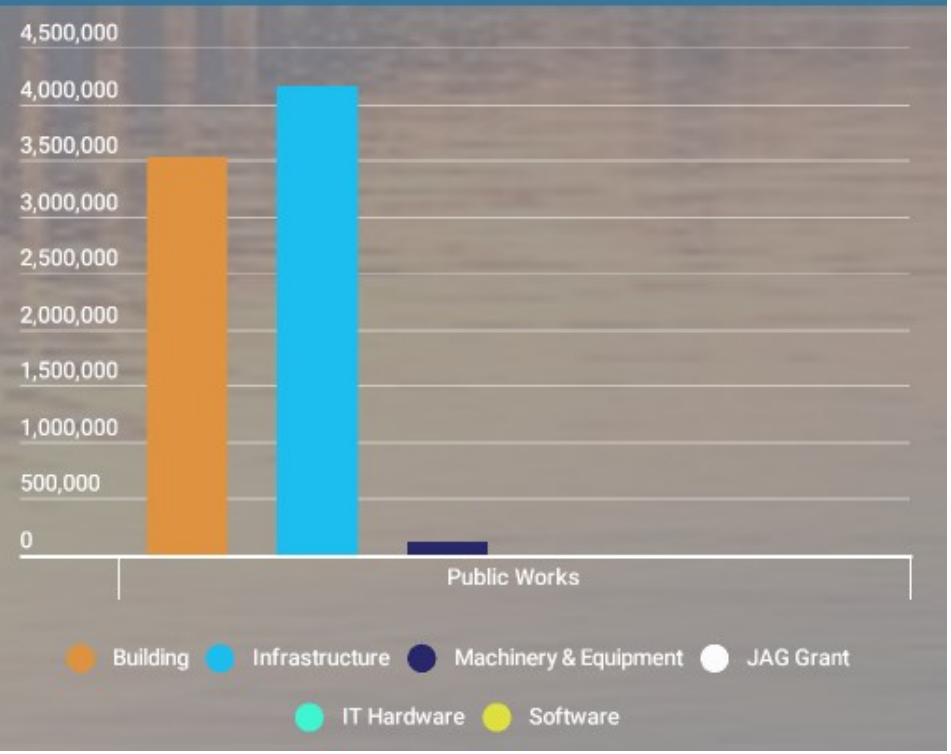
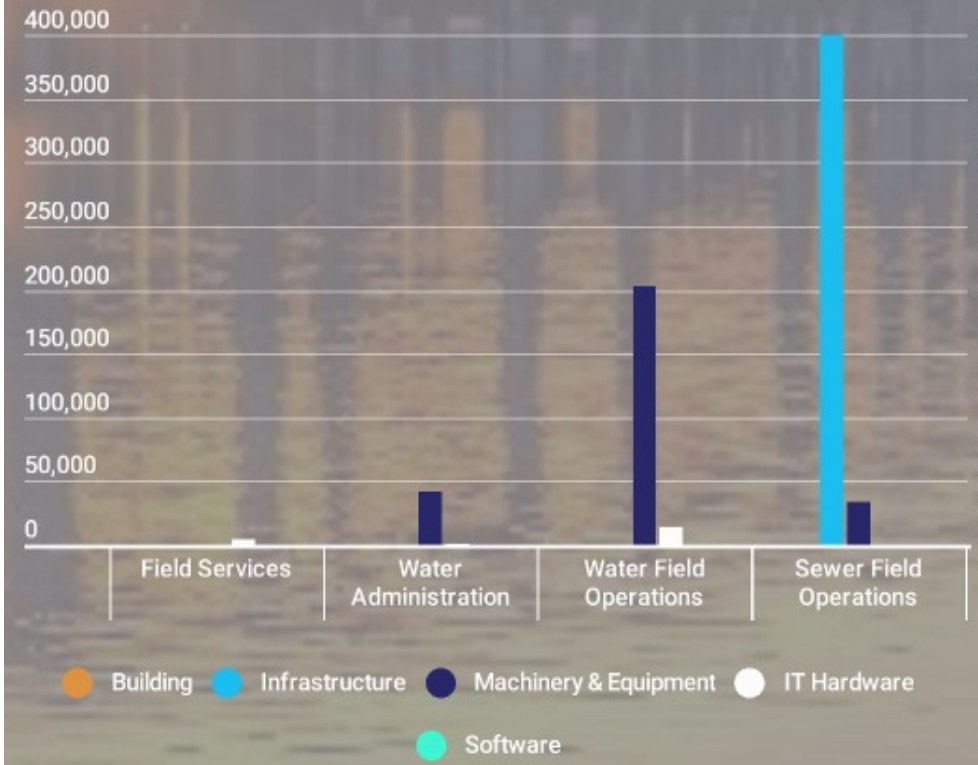
COCOA PAL

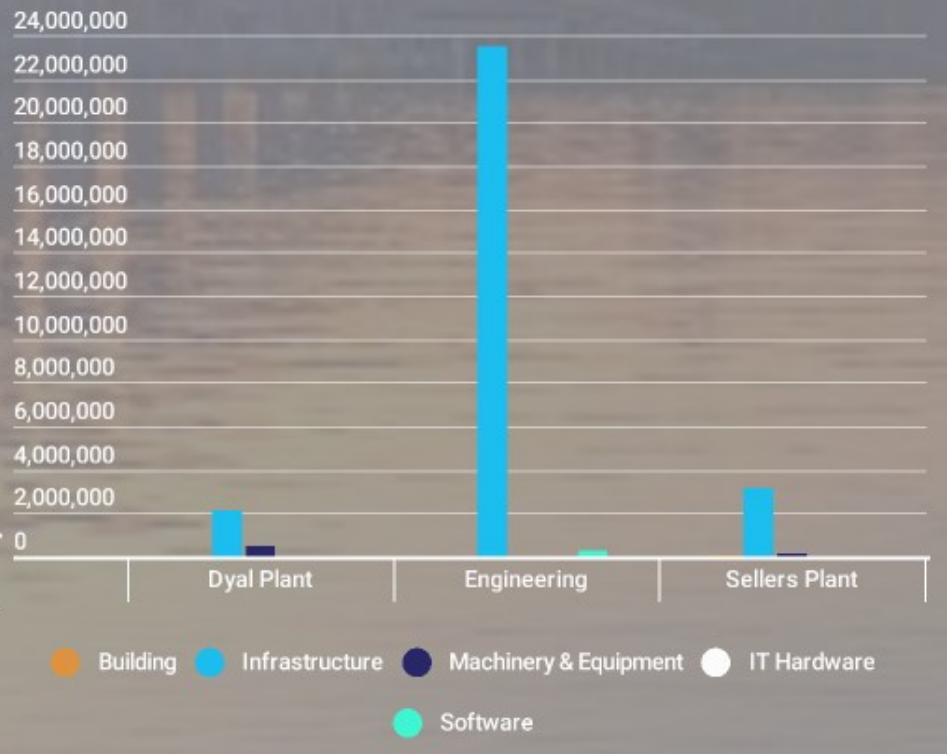
FY 2019 Proposed General Fund Capital Budget





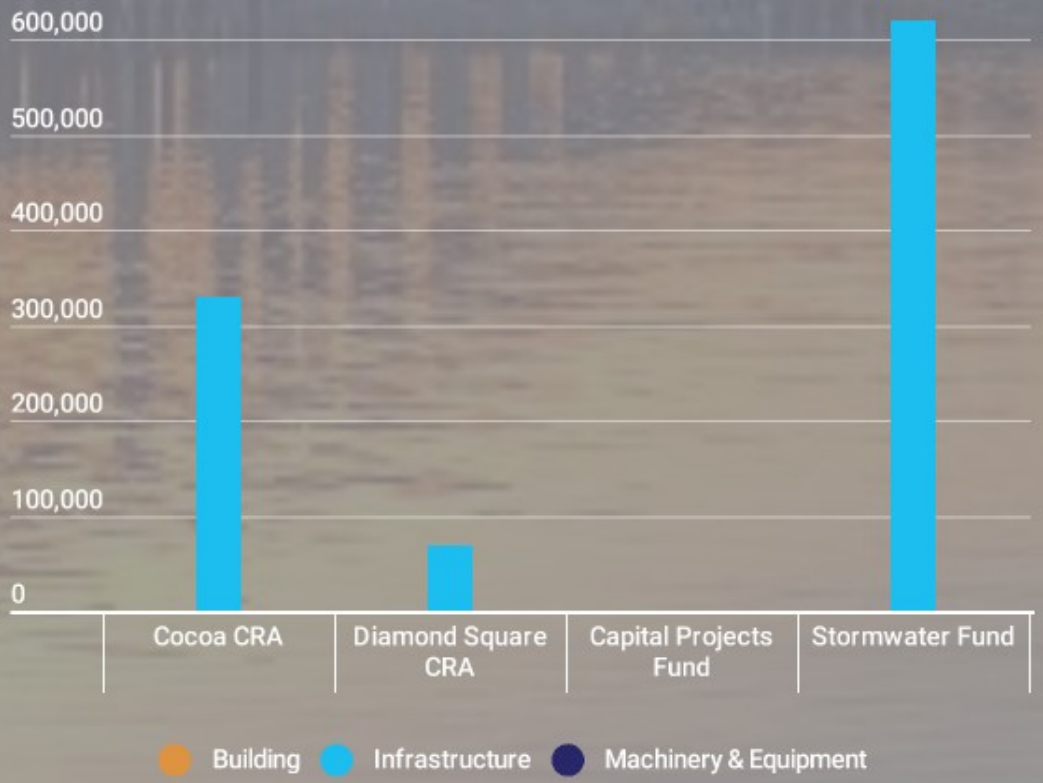
FY 2019 Proposed Water/Sewer Capital Budget





FY 2019 Proposed Capital Budget

Other Funds




BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
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QUESTIONS & DISCUSSION


BUDGET WORKSHOP
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Next Steps in the Budget Process

- Public Hearing – August 28, 2018 at 6:00 pm
  - First Public Hearing on Fire Assessment Rates
- 1st Public Budget Hearing – Sept. 5, 2018 at 5:30 pm
  - Vote for Tentative Millage Rate
  - Final Public Hearing on Fire Assessment Rate
  - Vote on Proposed FY 2019 Budget
- 2nd Public Budget Hearing – Sept. 13, 2018 at 5:30 pm
  - Adopt Final Millage Rate
  - Adopt the FY 2019 Budget




BUDGET WORKSHOP
FISCAL YEAR 2019
August 8, 2018
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Legislation Details (With Text)

File #:	18-445	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/11/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the Minutes for the Special City Council meeting of September 5, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-05-18 1st Budget Hearing Minutes.pdf Exhibit A_ Budget Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Special City Council meeting of September 5, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Special City Council meeting of September 5, 2018, as written or with amendments.

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MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 5, 2018

A Budget Meeting/ 1st Public Hearing was held on Tuesday, September 5, 2018, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:36 p.m.

Councilman Whipple provided the invocation. Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance.

Present:	Henry Parrish	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple	Councilman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Ed Wegerif, Public Works Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Robert Beach, I.T. Manager; Teri Butler, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. APPROVAL OF AGENDA:

1. Approve the Agenda for the Special meeting of September 5, 2018.

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

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. PUBLIC HEARINGS:

1. Approve the Final Fire Assessment Resolution No. 2018-071 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2019.

City Manager Titkanich provided a presentation[1] for the FY19 Budget. He pointed out the objectives for the new fiscal year and explained the FY19 Budget Development Philosophy which elaborates on the focus of the City to remain on a fiscally sustainable path. He noted the General Fund FY19 recommendations made by staff which include:

- Maintain millage rate at 5.9790 mills
- Adopt Fire Assessment Rate with a 3% annual adjustment
- Maintain fund balance at minimum reserve requirement
- Continue to plan for catalytic capital projects
- Reduction in commercial solid waste rates – approx. 7.75%

City Manager Titkanich turned over the discussion to Council to discuss the Final Fire Assessment Resolution.

As there were no comments or questions from Council, Mayor Parrish opened up the Public Hearing to the audience.

Patricia Edwards, 1475 Friday Road, explained that she has concerns with the taxes placed on properties for senior citizens. She noted that there seems to have been a break, as she has noticed that tax rates seemed to have dropped over the last few years, but she is concerned because senior citizens live off of a fixed income. She asked that Council consider a tax break for senior citizens.

Ms. Edwards asked what the Fire Assessment fees pay for. In response, City Manager Titkanich explained that the fees pay for part of, not all of, the fire protection services in the City.

Assistant City Manager Fuhrer asked Ms. Edwards to confirm her address. He pointed out that she actually resides in the County and suggested that she attend their budget meeting.

City Manager Titkanich pointed out when the County meetings are to Ms. Edwards.

[1] Exhibit A: Budget Presentation

Mayor Parrish closed the public portion of the hearing as there were no further questions or comments.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the Final Fire Assessment Resolution No. 2018-071 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2019.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. (a) Adopt Resolution No. 2018-069 adopting a tentative millage rate of 5.9790 mills, for the City of Cocoa, commencing October 1, 2018 and ending on September 30, 2019.

City Manager Titkanich reviewed the Ad Valorem Tax Base history from FY08 to current.

He explained the FY19 Trim Rate options and how the millage rates will affect single family property owners. He noted that the valuation cannot exceed the CPI, or three percent (3%).

He shared the FY19 Comparative City Rates and pointed out that the City of Cocoa is currently ranked as number seven out of ten local cities.

City Manager Titkanich provided the FY19 Staff Proposed Rate.

Additionally, he made a public announcement to address the following:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.7902
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 3.26% as a percent change of the rolled-back rate

City Manager Titkanich opened the discussion to Council for questions and comments.

As there were no comments or questions from Council, Mayor Parrish opened up the Public Hearing to the audience. There being no response, the public portion of the hearing was closed.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to adopt a tentative millage rate of 5.9790 mills, for the City of Cocoa, commencing October 1, 2018 and ending on September 30, 2019.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich announced that the City received news from S&P stating that the City has been upgraded from a Aa Stable rating to a Aa Positive rating.

(b) Adopt Resolution No. 2018-070, adopting the FY19 tentative budget and CIP, for the City of Cocoa, commencing October 1, 2018, and ending September 30, 2019.

City Manager Titkanich presented revenue trends for all funds and the General Fund revenue trends. He pointed out the funding sources that make up the City's FY19 General Fund revenue, Water/Sewer Fund revenue, and the Stormwater Fund revenue.

Furthermore, he provided the FY19 Proposed General Fund Capital Budget[2] and the FY19 Proposed Water/Sewer Capital Budget[3].

City Manager Titkanich explained the FY19 Proposed Capital Budget Other Funds which includes the Community Redevelopment Areas, Capital Projects Fund, and Stormwater Fund.

He presented a comparison of the FY19 Proposed Budget vs. the FY18 Amended Budget by fund and by department. Additionally, he explained the General Fund expenditure trends and the FY19 Proposed Budget vs. FY18 Amended Budget by General Fund category. He also shared the FY19 Water/Sewer Proposed Budget vs. FY18 Amended Budget broken down by both Fund category and Division.

City Manager Titkanich pointed out that there has been a change of approximately two hundred and forty thousand dollars ($240,000.00) in revenue from before the previous budget workshop to now due to the realization of fire protection as it relates to Walmart, additional grant funds, additional revenue for school resource officers, as well as paying out some debt service, etc.

City Manager Titkanich opened up the discussion to Council for questions and comments.

[2] Mayor Parrish left the room at 6:13pm

[3] Mayor Parrish returned at 6:15pm

As there were no comments or questions from Council, Mayor Parrish opened up the Public Hearing to the audience.

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

Mayor Parrish asked about any additional changes. City Manager Titkanich spoke briefly about Hurricane Irma money that is still outstanding.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to adopt a tentative budget and CIP, for the City of Cocoa, commencing October 1, 2018, and ending September 30, 2019.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich noted that the next meeting, the 2nd and final Budget Hearing, will be held on September 13, 2018.

He thanked Council, staff, and especially the Finance Department for their efforts in dealing with the budget.

Mayor Parrish and Councilwoman Warner expressed how lucky the City is to have the tools that Stantec provides to monitor the budget.

IV. ADJOURNMENT:

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Special Meeting of the City Council of September 5, 2018.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Special Meeting of the City Council adjourned at 6:37 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

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


TRIM PROCESS
GENERAL FUND
BUDGET
BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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FISCAL YEAR 2019
September 5, 2018
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BUDGET HEARING
FISCAL YEAR 2019
September 5, 2018


TRIM PROCESS
GENERAL FUND
BUDGET
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Objectives



- Adopt Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2019
- Adopt a tentative Millage Rate for FY2019
- Adopt a tentative Budget for FY2019
- Set 2nd Public Hearing - **September 13, 2018 at 5:30pm, Cocoa City Hall, 65 Stone St., Cocoa, FL 32922**

The City must have a balanced budget by October 1, 2018


BUDGET HEARING
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FY 2019 Budget Development Philosophy

City remain on fiscally sustainable path!



- **FOCUS:**
  - FY15 and FY16 Focus – Public Safety
  - FY17 and FY18 – Community Improvements & Infrastructure
  - Fiscal Year 2019 - Community Improvement/Employee Investment
- Maintain/enhance current Levels of Service provided to citizens and businesses
- Maintain/Control Expenditure Levels
- City currently negotiating with Collective Bargaining Units (Unions)
  - ***In addition*** to providing negotiated raises, provide for a level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received a market rate adjustments ($300K +/- recurring costs)
- Maintain employee benefits at reasonable levels

General Fund FY 2019 Recommendations

- **Maintain millage rate** at 5.9790 mills
- **Adopt Fire Assessment Rate** with a 3% annual adjustment (5% - FY2018)
- **Maintain Fund Balance at minimum reserve requirement**
- **Continue to plan for Catalytic Capital Projects** to enhance overall City values and growth
    - Utilize Fund Balance available to fund strategic economic development projects

- **Reduction** in Commercial Solid Waste Rates - approx. 7.75%

Public Hearing

Public comment on City Council Approval of the Non-Ad Valorem Assessment Roll and the Fire Protections Final Assessment Resolution for FY2019

Requested action: Approve the Final Assessment Resolution No. 2018-071 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY2019


TRIM PROCESS
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TRIM (Truth in Millage) Process

Step 1

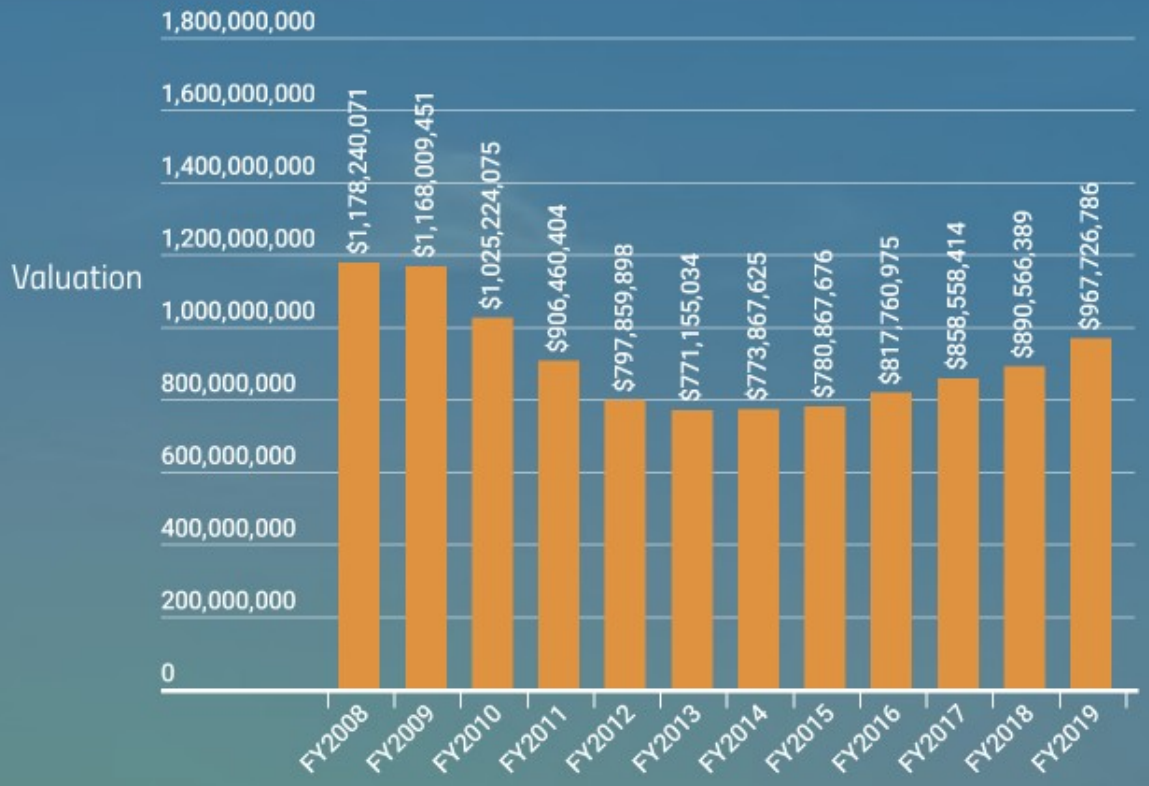
- Adopt the FY2019 City of Cocoa Tentative Millage Rate

  Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 24, 2018.

Step 2

- Adopt the FY2019 City of Cocoa Tentative Budget

Historical Review - Ad Valorem Tax Base



Historical Review - Ad Valorem Revenue History



FY 2018 represents YTD collection, as of August 28, 2018

FY2019 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2018 – FY2019 Revenue Variance
FY2018 *Adopted Rate	**$888,479,522**	**5.9790**	**$5,312,219**	**$5,046,608**	
FY 2019 Millage Options					
Current Rate-Proposed	$967,726,786	5.9790	$5,786,038	$5,496,736	$450,128
Rolled-back Rate	$967,726,786	5.7902	$5,603,331	$5,323,164	$276,556



Proposed Rate

What does this mean to the single family property owner?

	Valuation	FY 2018 5.9790	*Valuation With 2.1% Increase	FY 2019 5.9790	Increase
Single Family Residence	$100,000		$102,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$52,100	$312	$13
Single Family Residence	$150,000		$152,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$102,100	$611	$13
Single Family Residence	$200,000		$202,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$152,100	$910	$13
Single Family Residence	$300,000		$306,300		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$256,300	$1,533	$38

*The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2018 the CPI cap is 2.1%, even though the City overall has a 8.6% increase in value.

	Valuation	FY 2018 5.9790	*Valuation With 2.1% Increase	FY 2019 5.9790	Increase
Single Family Residence	$100,000		$102,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$52,100	$312	$13
Single Family Residence	$150,000		$152,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$102,100	$611	$13
Single Family Residence	$200,000		$202,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$152,100	$910	$13
Single Family Residence	$300,000		$306,300		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$256,300	$1,533	$38

FY2019 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.1518	7.5966	8.8212
2	Palm Bay	8.4500	7.7932	8.4500
3	Titusville	7.7900	7.2822	7.7900
4	Melbourne	7.1878	6.7370	7.1878
5	Rockledge	6.2000	5.8748	6.1500
6	Indialantic	6.2653	5.8930	6.0698
7	**Cocoa**	**5.9790**	**5.7902**	**5.9790**
8	Cocoa Beach	5.7298	5.3637	5.7298
9	Cape Canaveral	4.0190	3.8587	3.8500
10	West Melbourne	2.4633	2.3260	2.6017

*Note: Ranking is established using the Proposed Rate. (Data is updated as it becomes available)

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.7902
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 3.26% as a percent change of the rolled- back rate

City Council Questions/Comments



Public Hearing

Public comment on Tentatively Adopting Proposed Millage Rate

Requested action: Approve Resolution No. 2018-069 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019.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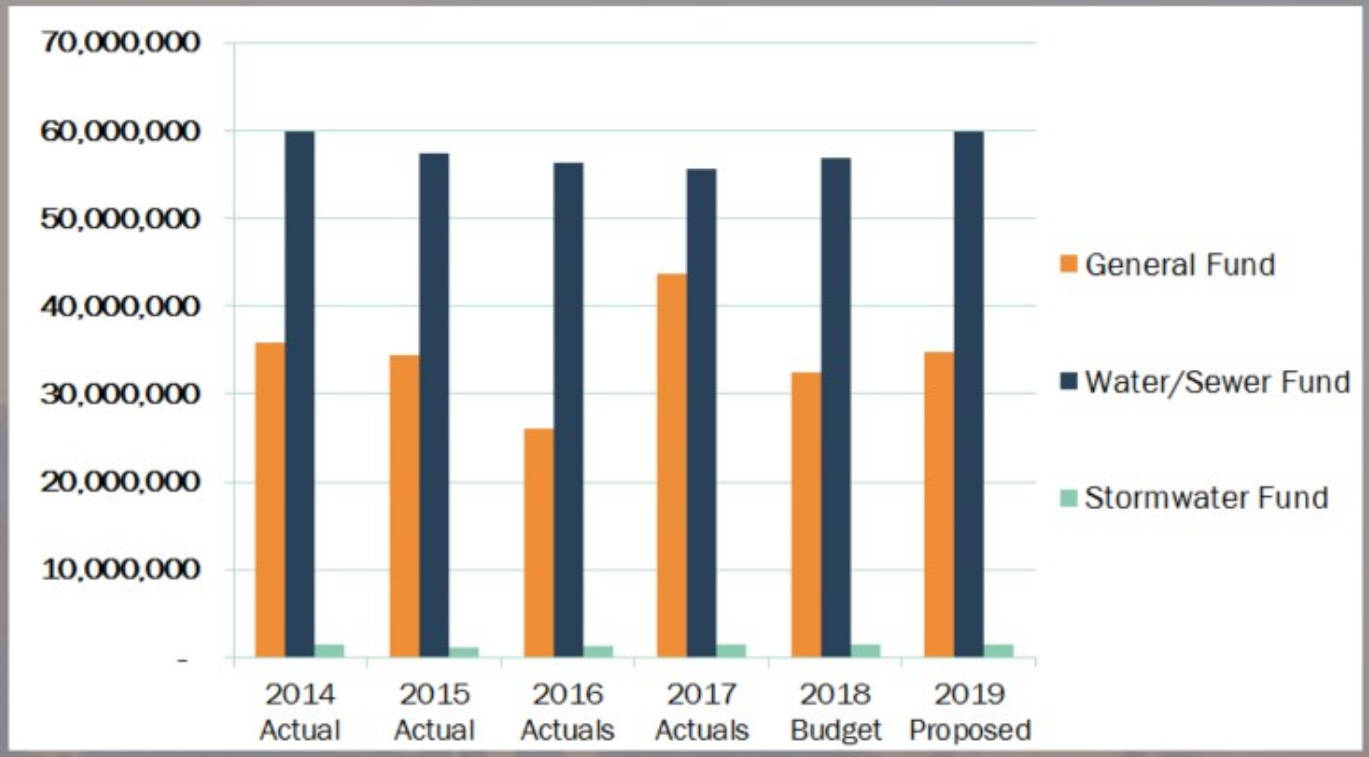
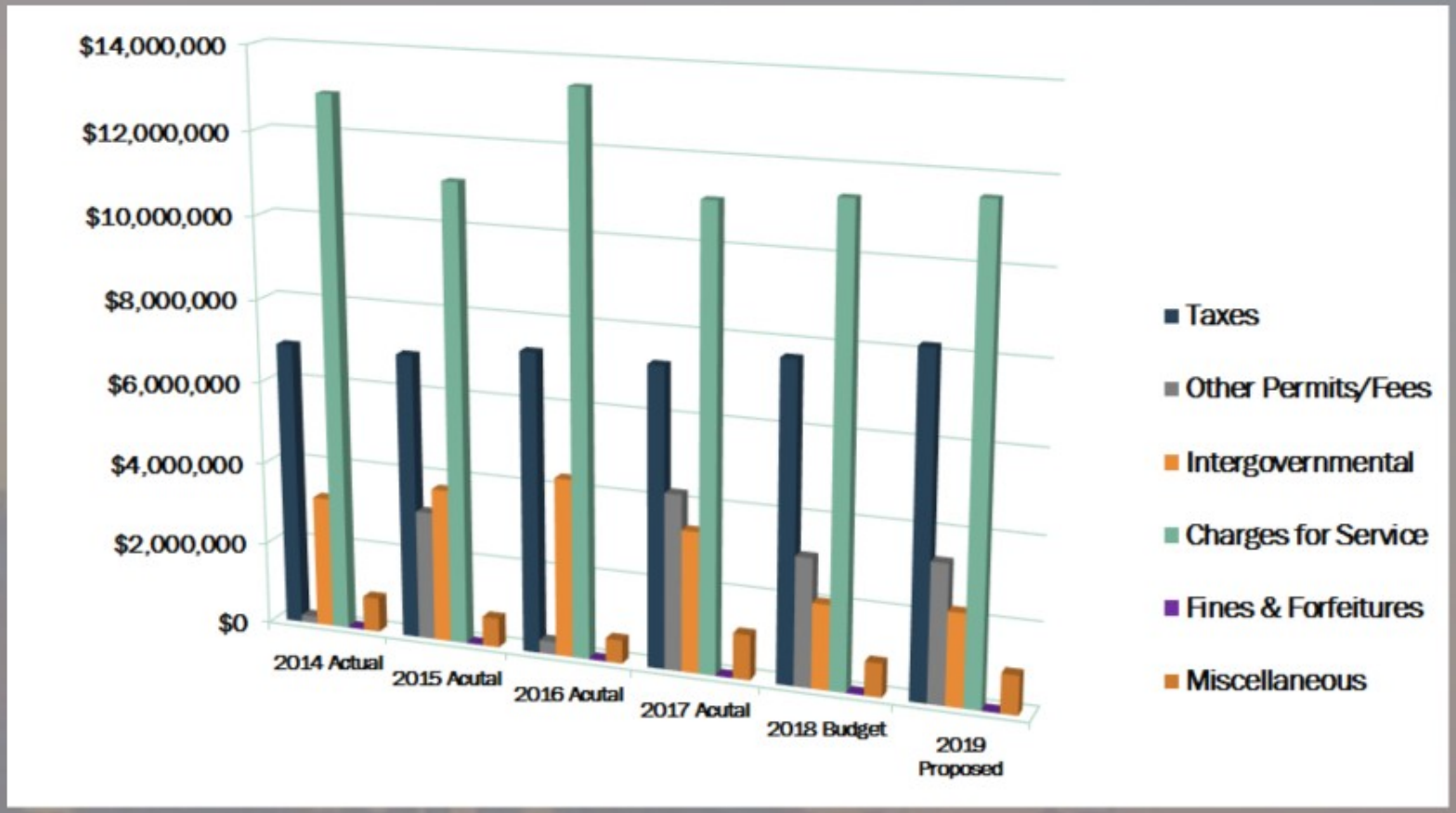
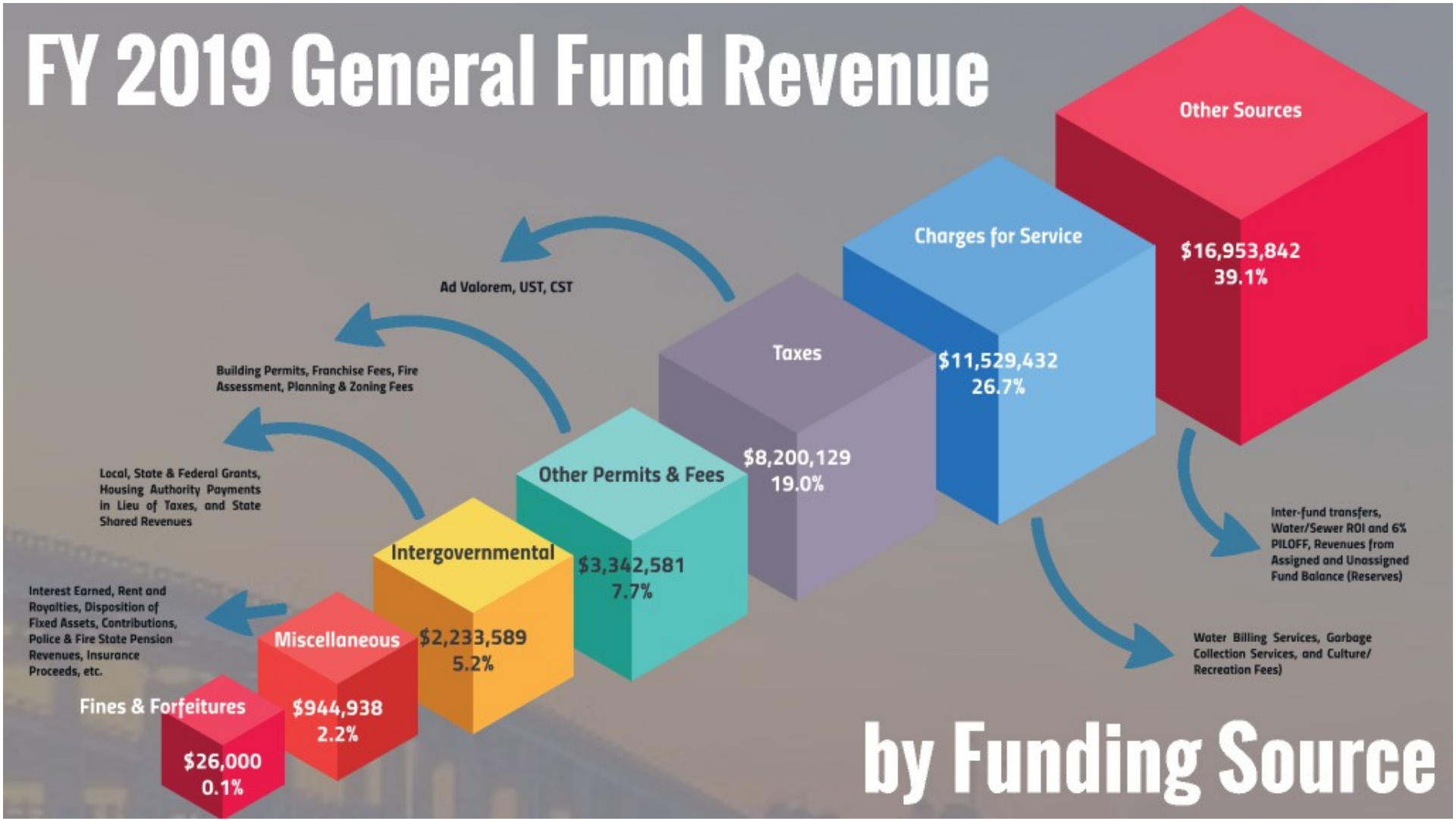
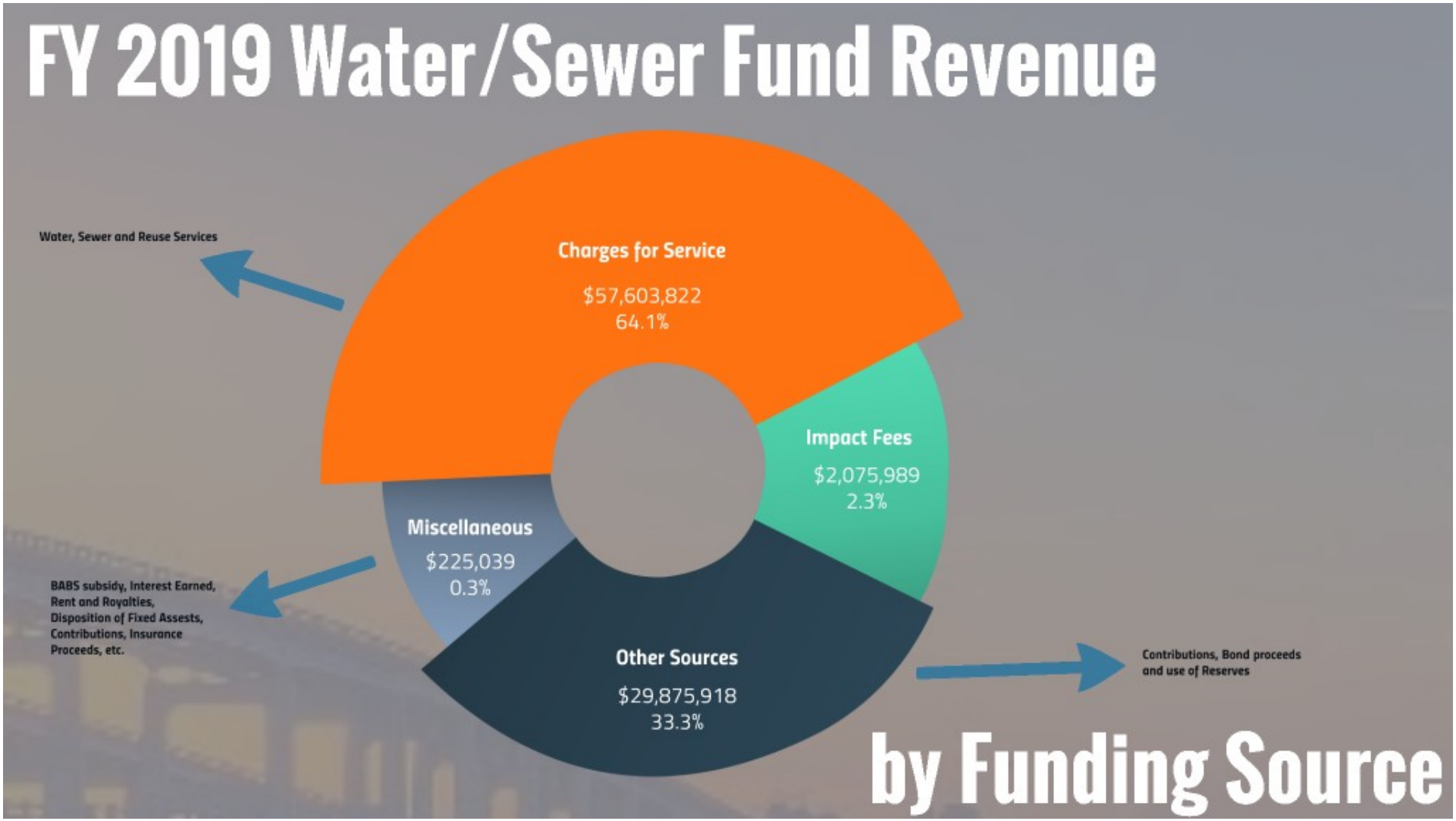
Revenue Trend - All Funds

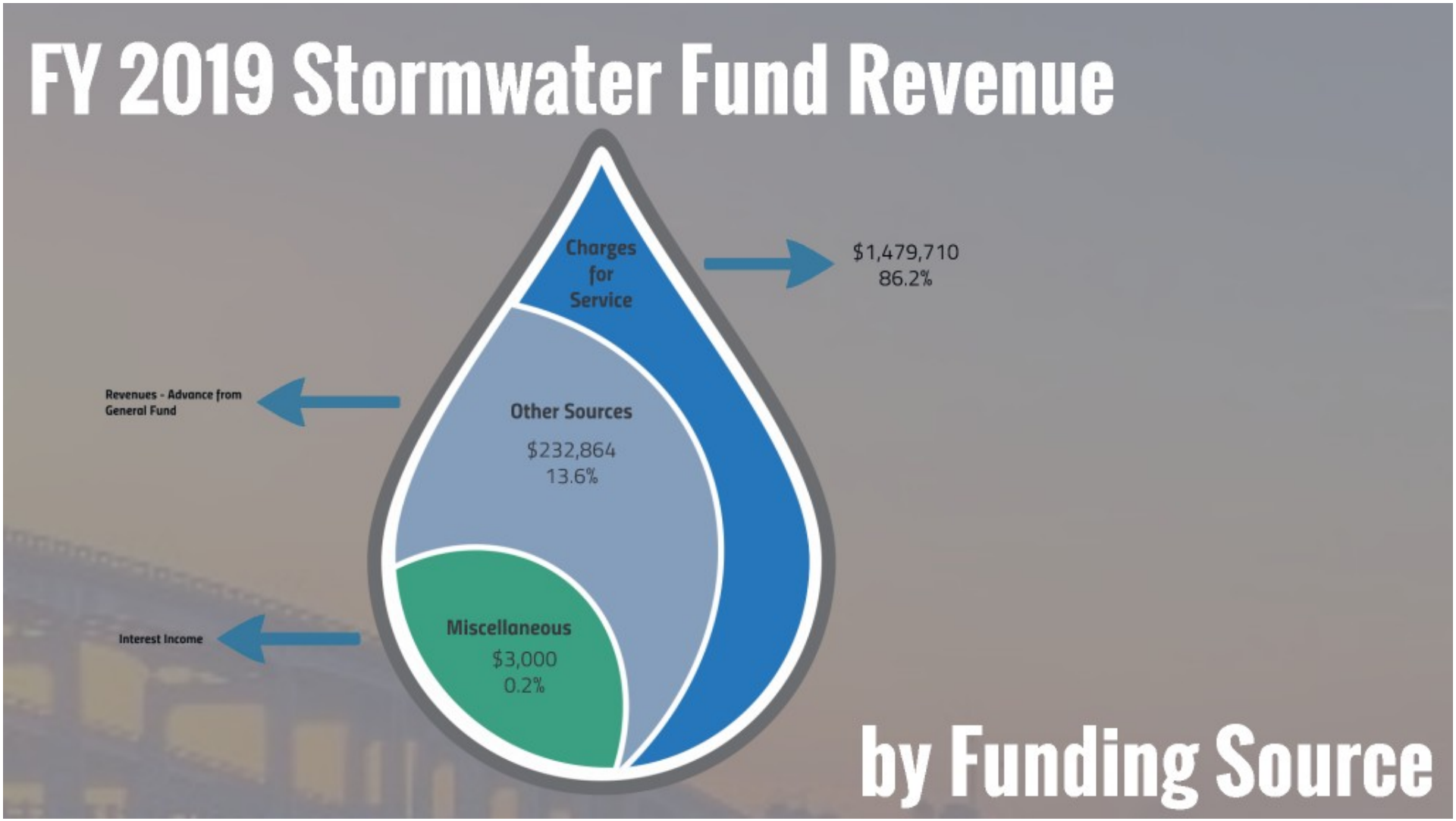


General Fund Revenues




FY 2019 General Fund Revenue
Other Sources
$16,953,842
39.1%
Charges for Service
$11,529,432
26.7%
Taxes
$8,200,129
19.0%
Other Permits & Fees
$3,342,581
7.7%
Intergovernmental
$2,233,589
5.2%
Miscellaneous
$944,938
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Revenues from Assigned and Unassigned Fund Balance (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2019 Water/Sewer Fund Revenue
Water, Sewer and Reuse Services
Charges for Service
$57,603,822
64.1%
Impact Fees
$2,075,989
2.3%
Miscellaneous
$225,039
0.3%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,875,918
33.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2019 Stormwater Fund Revenue
Charges for Service
$1,479,710
86.2%
Revenues - Advance from General Fund
Other Sources
$232,864
13.6%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


TRIM PROCESS
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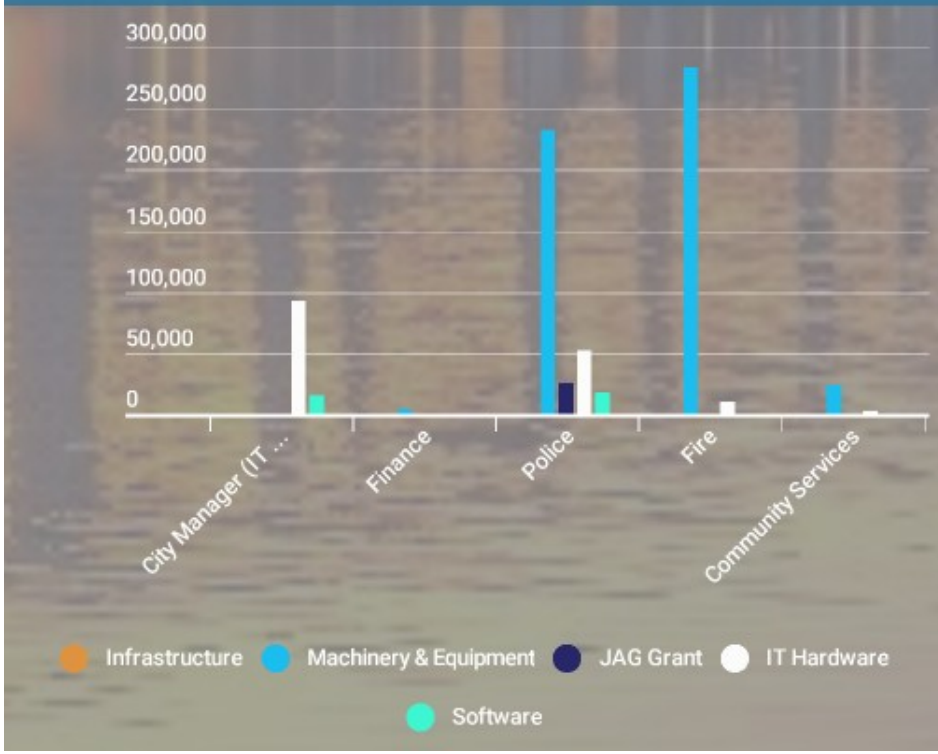
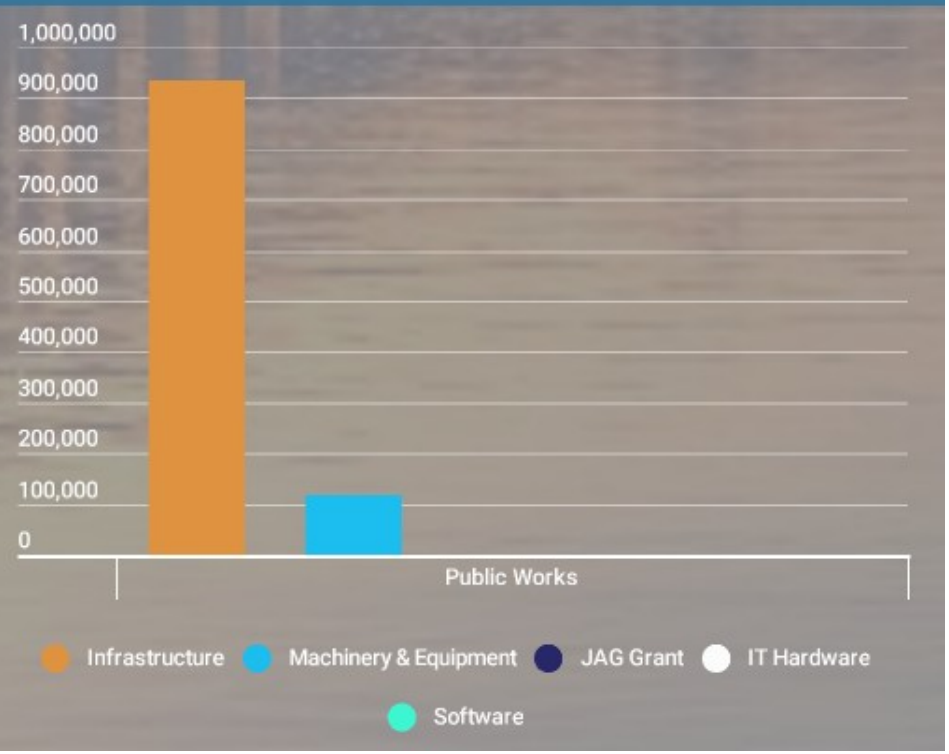
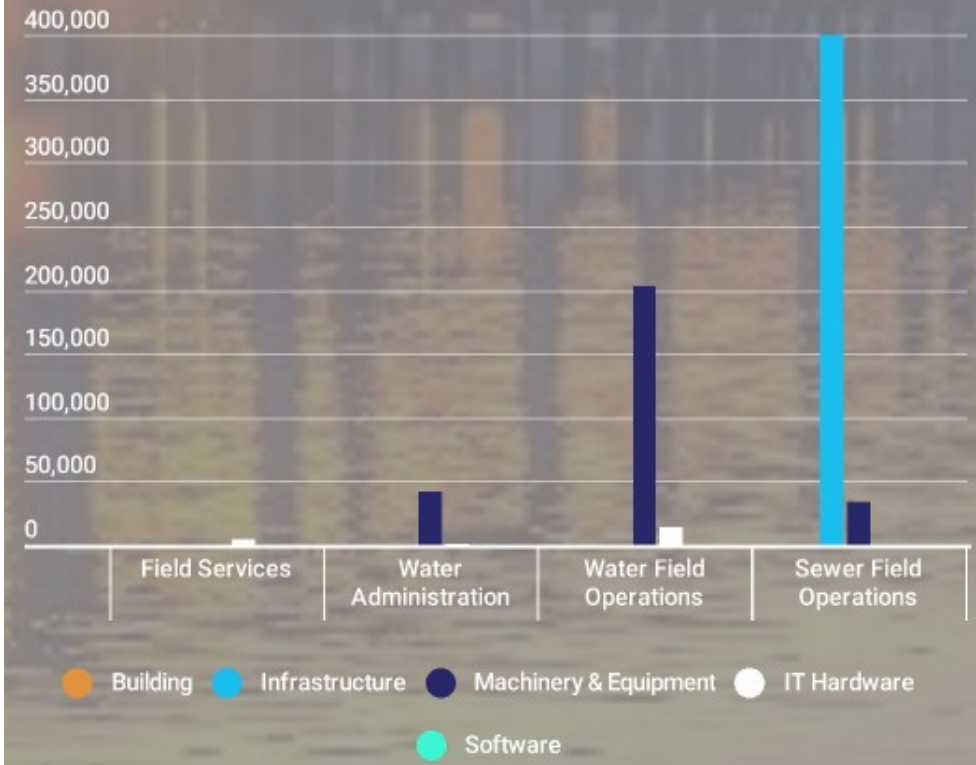
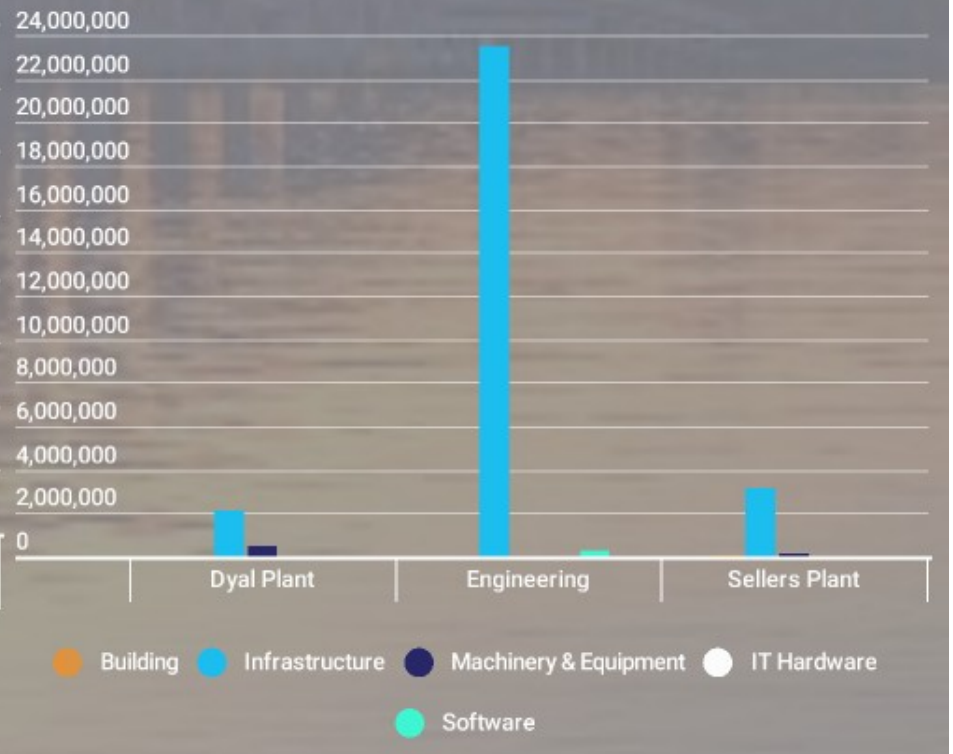
FY 2019 Proposed General Fund Capital Budget





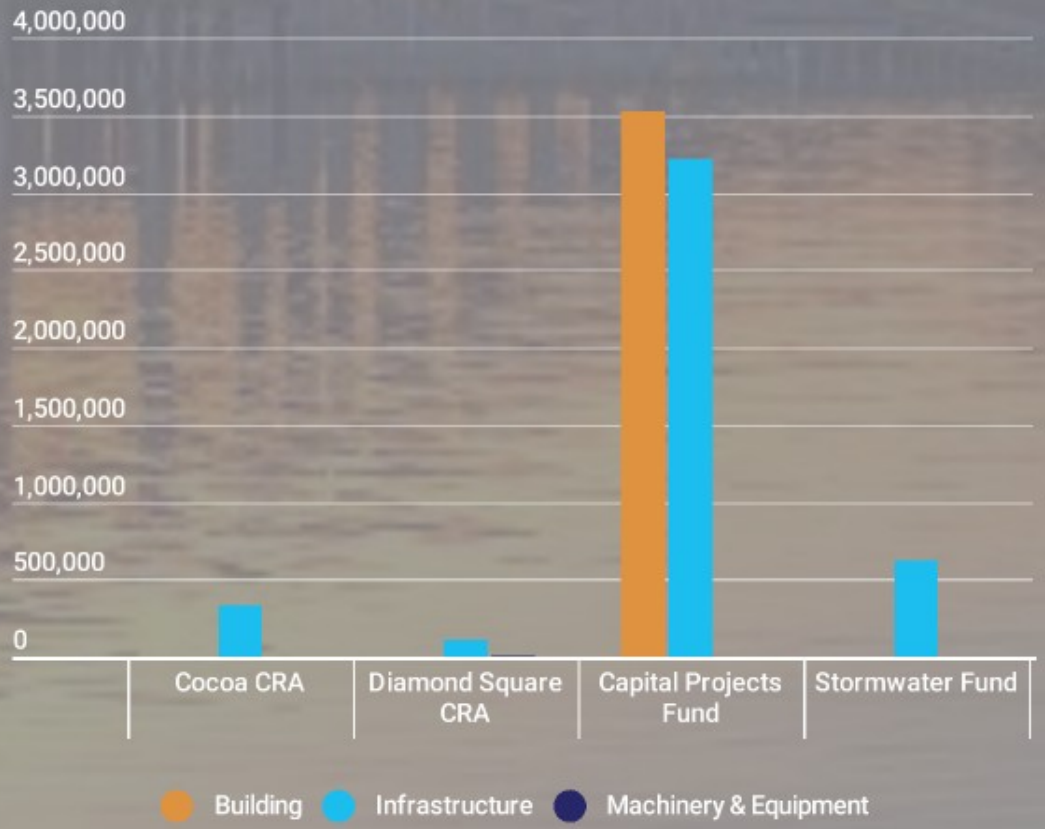
FY 2019 Proposed Water/Sewer Capital Budget





FY 2019 Proposed Capital Budget

Other Funds




TRIM PROCESS
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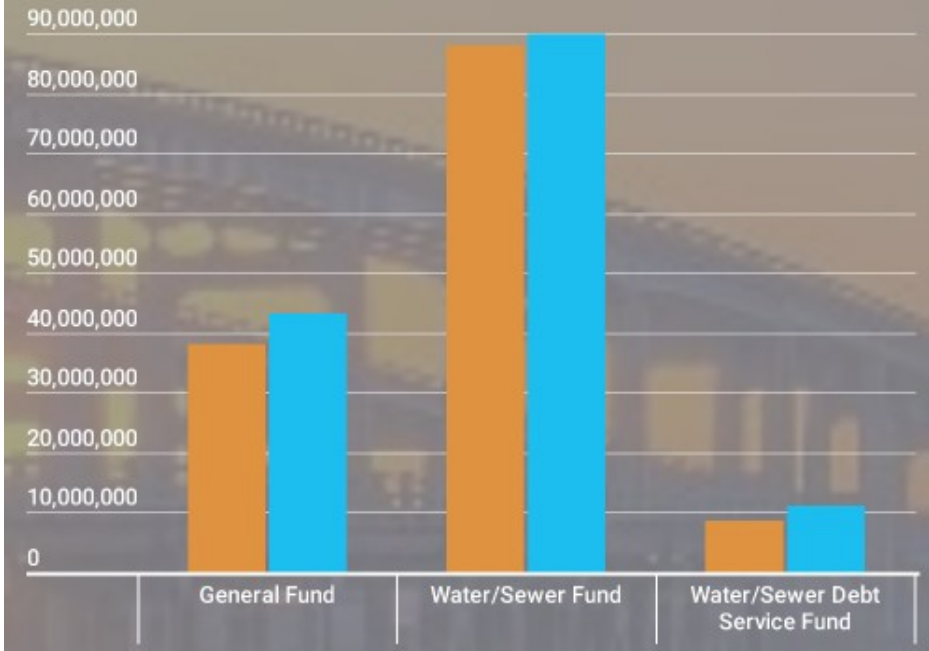
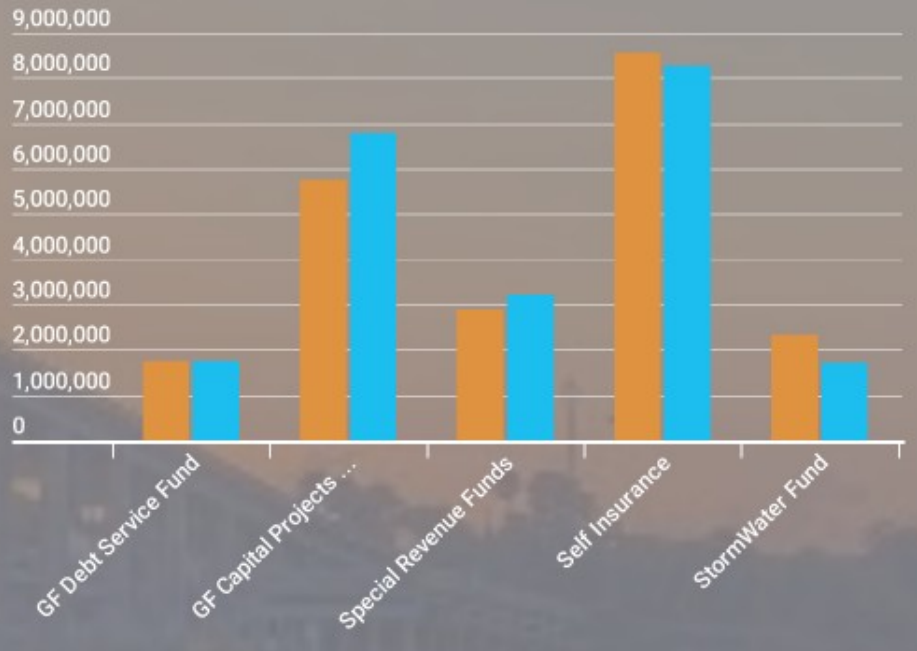
BUDGET HEARING
FISCAL YEAR 2019
September 5, 2018
AGENDA
QUESTIONS & DISCUSSION
GO TIGERS!
#TIGERPRIDE
COCOA

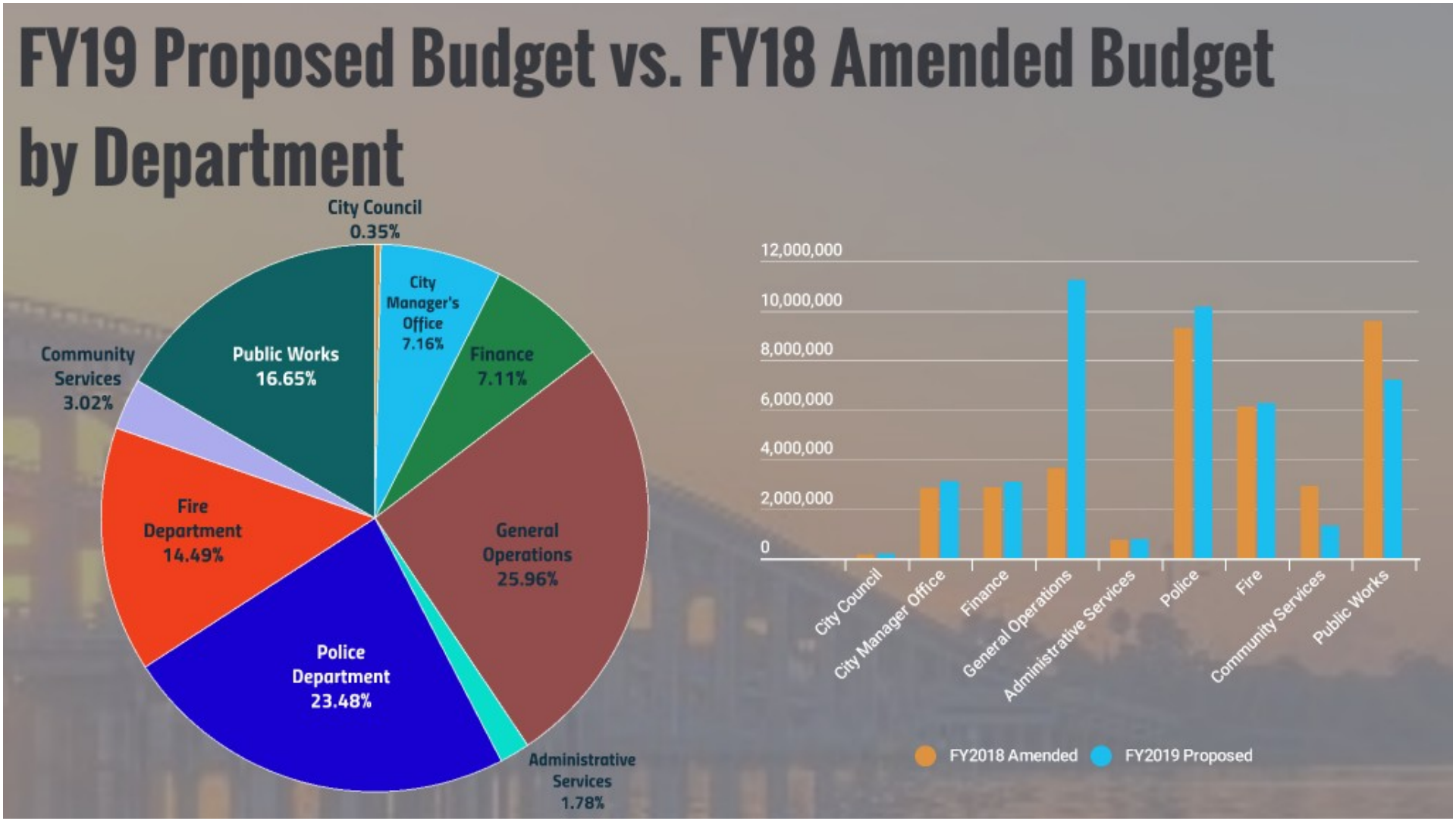
FY19 Proposed Budget vs. FY18 Amended Budget by Fund



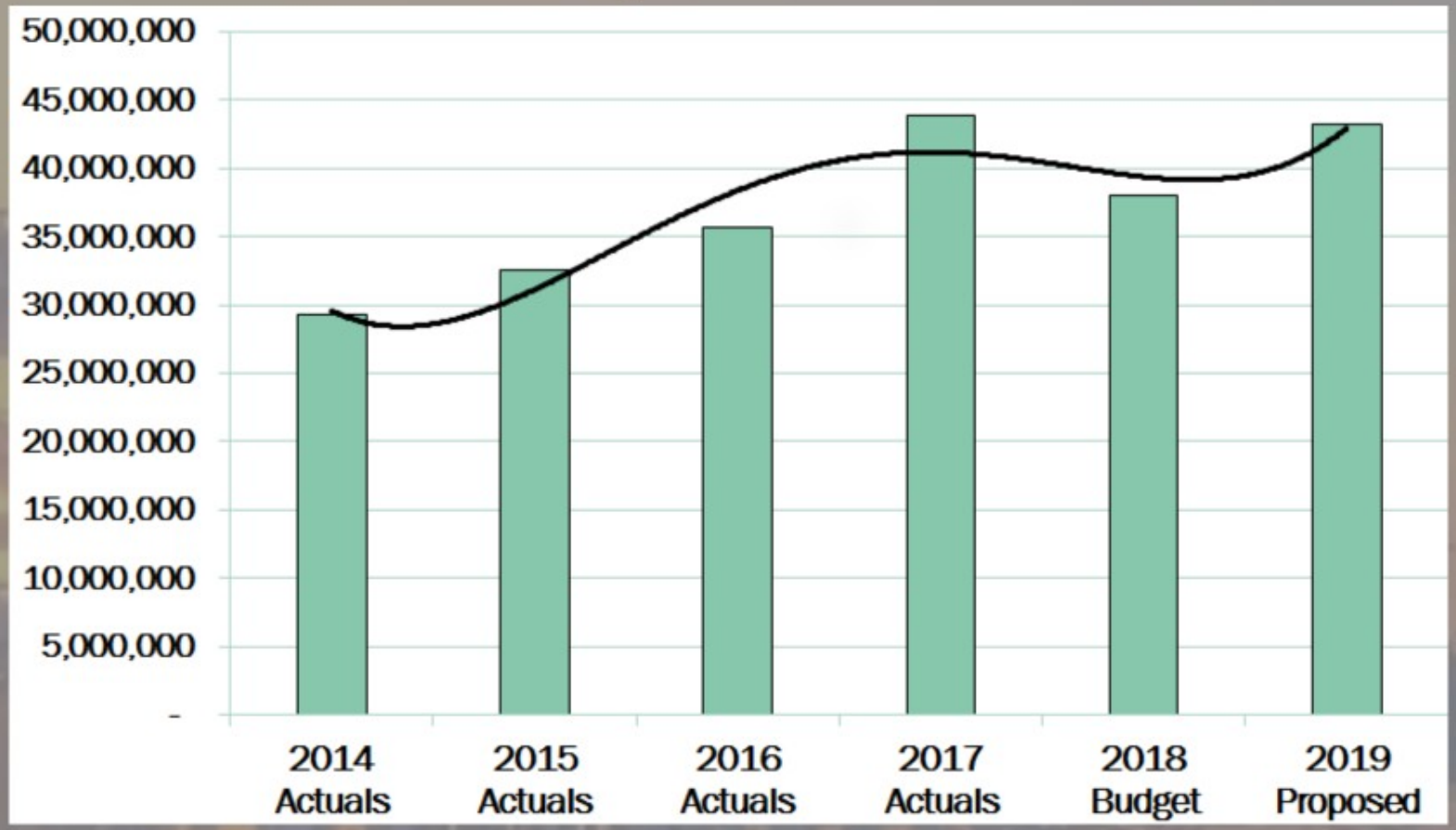




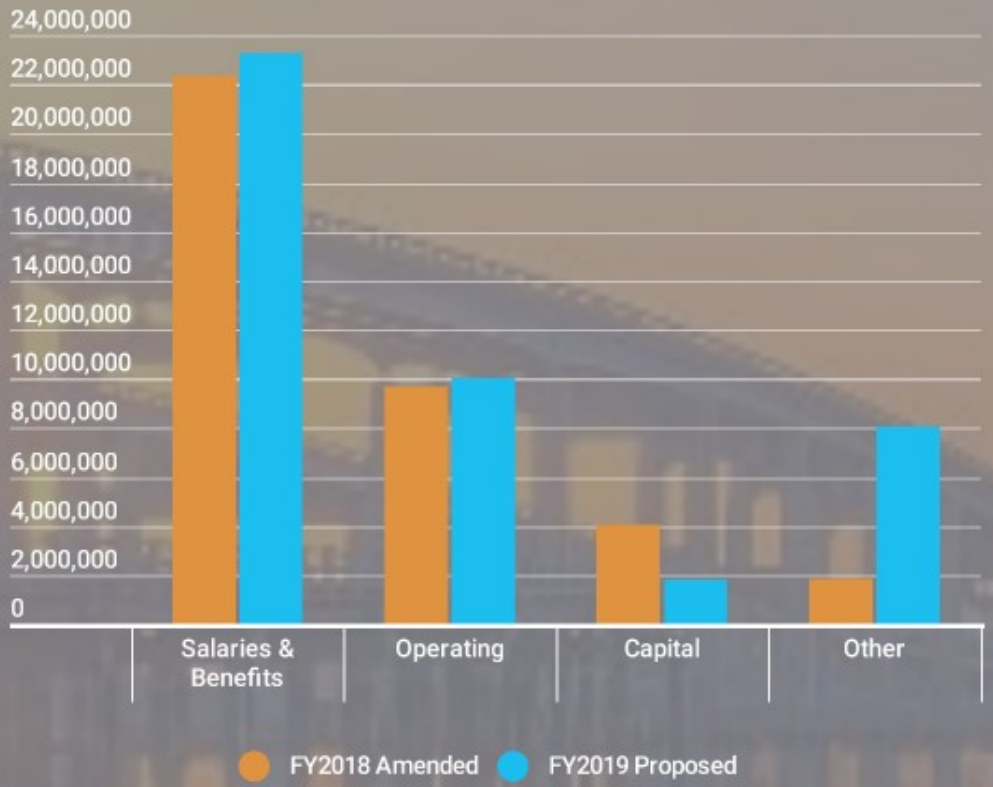
FY19 Proposed Budget vs. FY18 Amended Budget by Department

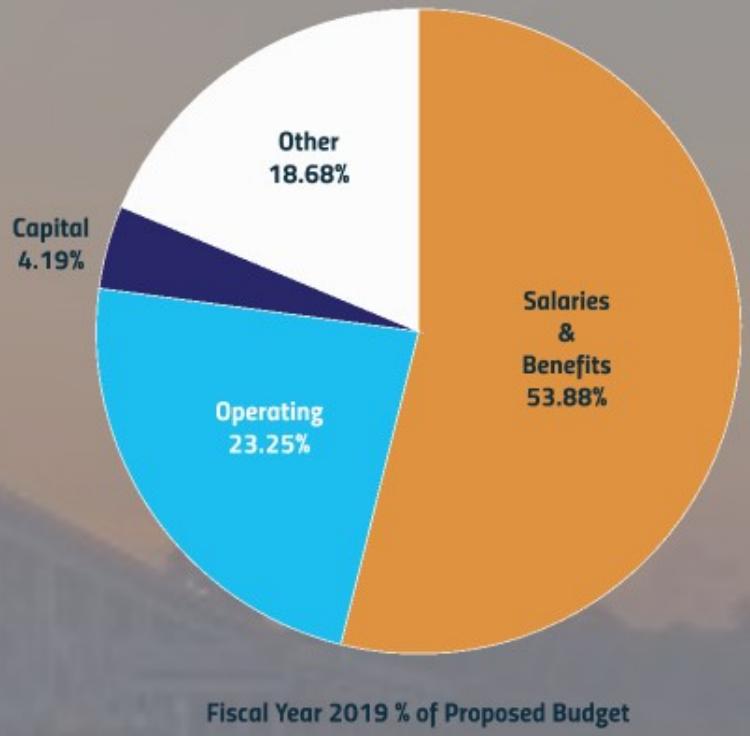


General Fund Expenditure Trends

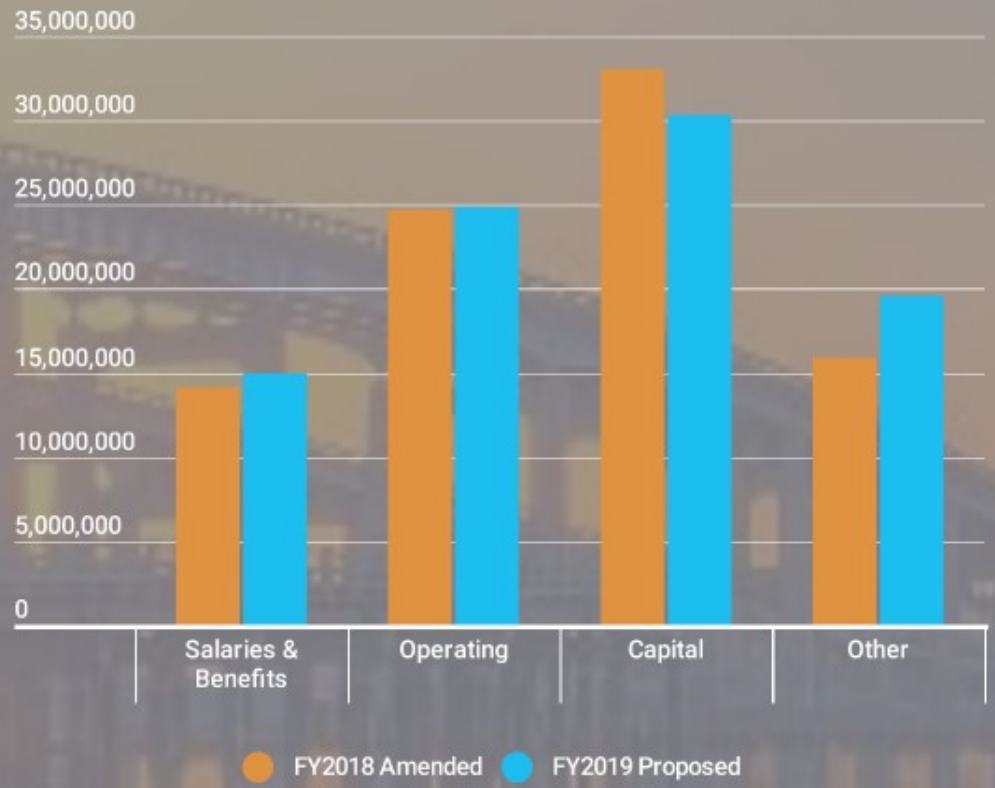


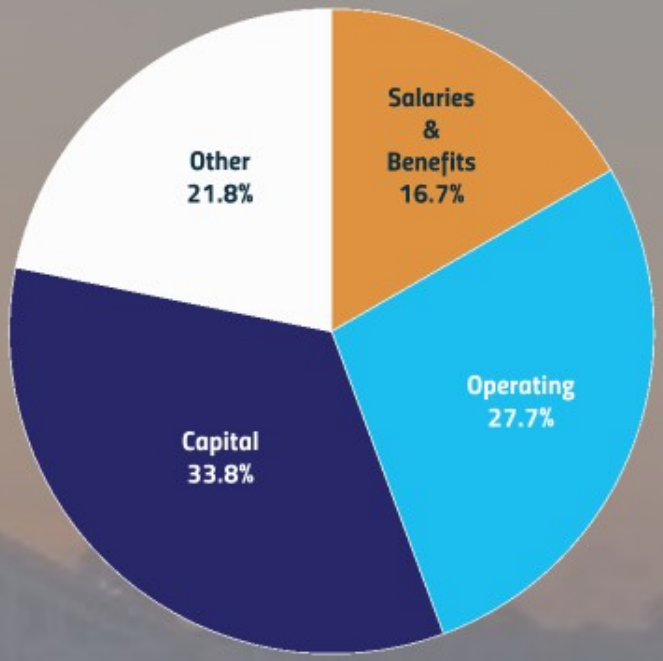
FY2019 Proposed Budget vs. FY2018 Amended Budget by General Fund Category





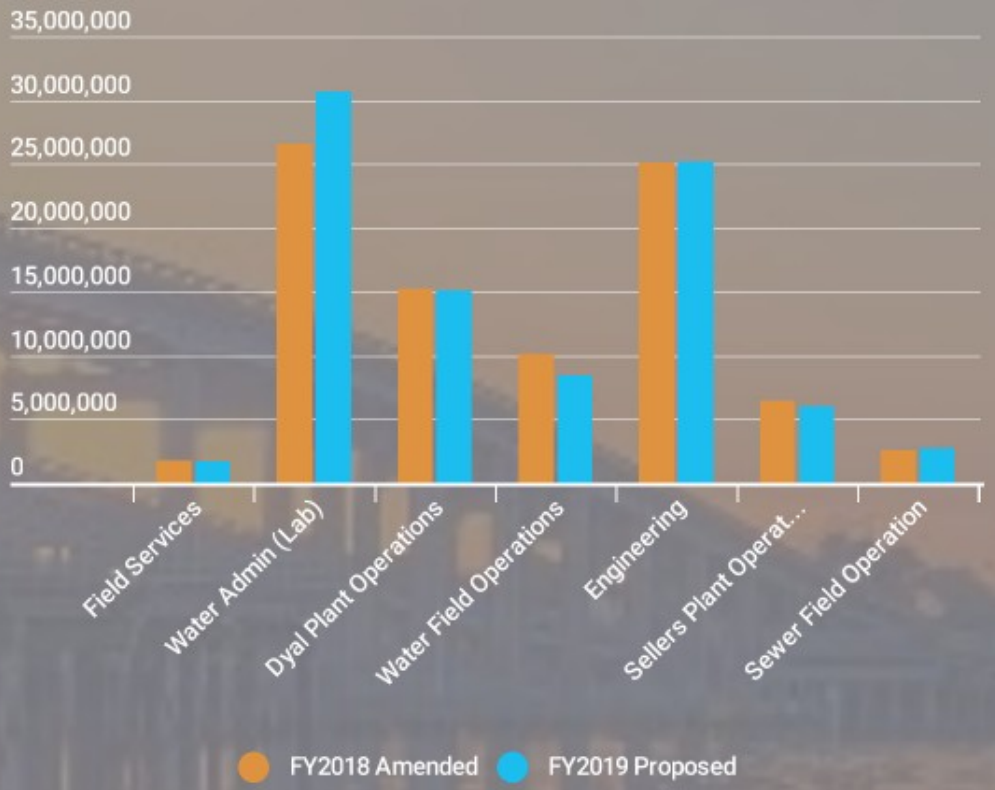
FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Category



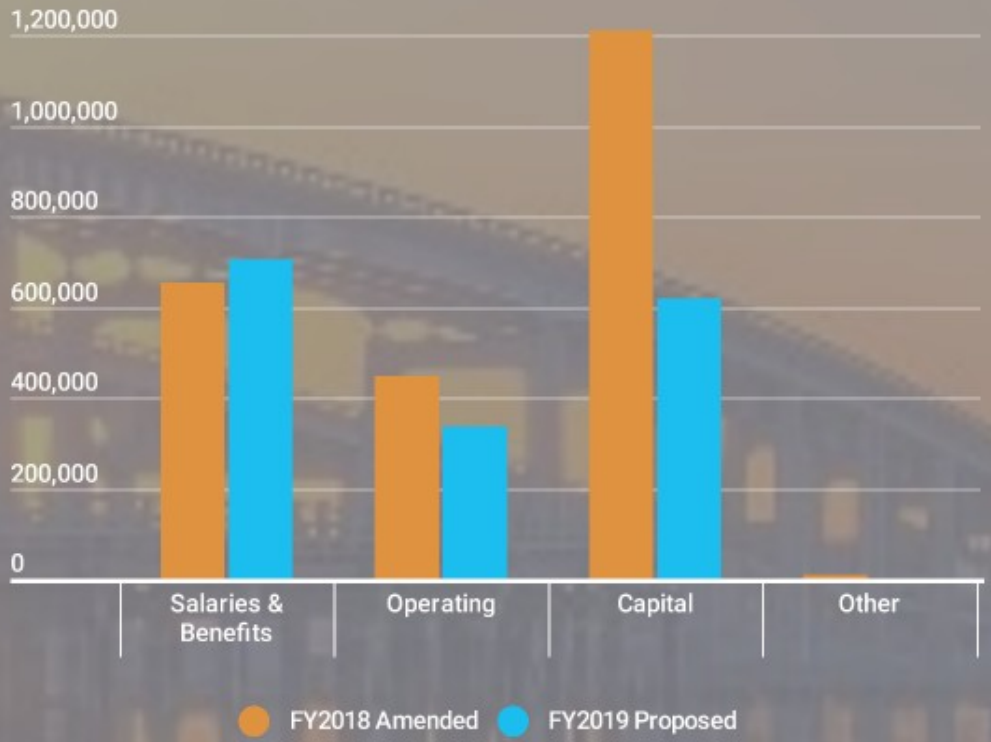


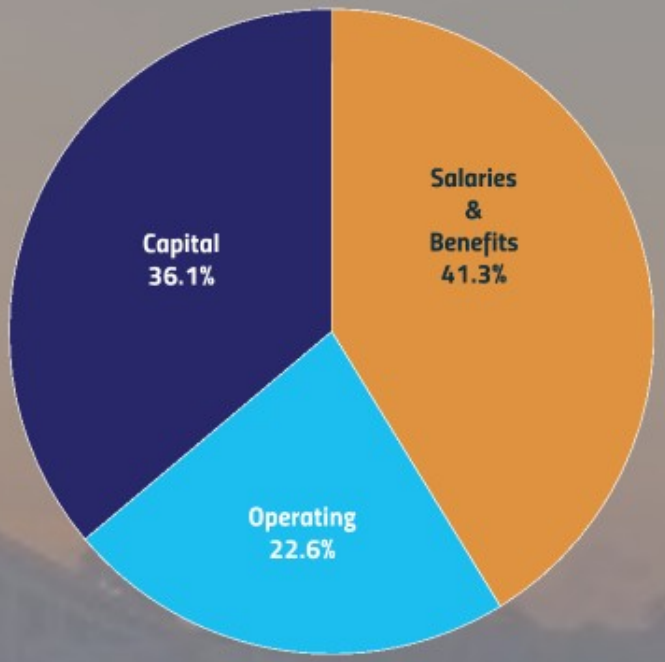
Fiscal Year 2019 % of Proposed Budget

FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Division



FY 2019 Proposed Budget Stormwater Fund by Category





Fiscal Year 2019 % of Proposed Budget


TRIM PROCESS
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
BUDGET HEARING
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COCOA
COCOA PAL


QUESTIONS & DISCUSSION

Public Hearing

Public comment on 1st Public Hearing for FY2019 Tentative Budget and CIP

Requested action: Approve Resolution No. 2018-070 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019.


TRIM PROCESS
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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Next Steps in the Budget Process



- 2nd Public Budget Hearing – Sept. 13, 2018 at 5:30 pm
  - Adopt Final Millage Rate
  - Adopt the FY 2019 Budget


TRIM PROCESS
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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Legislation Details (With Text)

File #:	18-490	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the Minutes of the Regular Meeting of September 11, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-11-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular Meeting of September 11, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular Meeting of September 11, 2018, as written or with amendments.

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MI□□TES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

S□□□□□ □□r □□□□□□□

A Re□ular Cit□ Council □eetin□ □as held on Tuesda□, Se□te□ber 11, 2018, in Cit□ Council Cha□bers, located in Cocoa Cit□ Hall, □5 Stone Street, Cocoa, Florida, as □ublicl□noticed.

I□ O□E□I□G MATTERS□

Ma□or Parrish called the □eetin□ to order at □:07 □.□.

Council□an Whi□□le □rovided the invocation and Ma□or Parrish led the asse□bl□ in the Pled□e o□Alle□iance to the Fla□ o□the United States o□A□erica. A □o□ent o□silence □as held in re□ards to the events o□Se□te□ber 11th.

The Cit□Clerk took the roll.

PRESENT:	Henr□U. Parrish III	Ma□or
	Jeri Blanco	De□ut□Ma□or
	Brenda Warner	Council□o□an
	Clarence Whi□□le, Jr.	Council□an
	Anthon□Gar□anese	Cit□Attorne□
	John Titkanich, Jr.	Cit□Mana□er
	Matt Fuhrer	Assistant Cit□Mana□er
	Carie Sheal□	Cit□Clerk
ABSENT:	Don Boisvert	Council□an

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director□Ta□ □ □Ge□ □ati, Ad□inistrative Services Director□ Karen Ha□ilton, Co□ □unit□Services Director□Mike Cantalou□e, Chie□o□Police, Gene Prince, Fire Chie□□Ton□Jones, Fleet Mana□er/Actin□Public Works Director□ Rebecca Bo□□an, Finance Director□and LeSha□n Hinton, Hel□desk Su□□ort Tech□and Jason McCuen, Hel□desk Su□□ort Tech.

II□ A□□ROVAL O□ AGE□DA A□D MI□□TES□

1. A□enda: Re□ular Meetin□ o□Se□te□ber 11, 2018 □18-395□
2. Minutes: Re□ular Meetin□ o□Jul□10, 2018 □18-405□

□ **MOTIO□ □□ D□□□□□ M□□□r □□□□□□□S□□□□d□d □□ C□□□□□□□ □□ □ □□□□□□□□ □□□r□□□ □□□ A□□□d□ □□r □□□ R□□□□□r □ □□□□□□ □□S□□□□□ □□r □□□ □□□□□ □□d M□□□□□□ □□r □□□ R□□□□□r □ □□□□□□ □□□□□□ □□□□□□□□□**

A□ES□ □□rr□□□□□ □□□□□□□ □r□□r□□ □□□□□□

THE MOTIO□ CARRIED □□A□IMO□SL□ □□□□□

III□ A□ ARDS A□D □RESE□TATIO□S□

None.

IV□ DELEGATIO□S□

Rev. Johnnie Dennis, 3710 Catalina Drive, □ointed out that the National Action Net□ork is a national net□ork □orld□ide. He noted that under the Constitution all citi□ens have the □reedo□ to s□eak, □reedo□ o□ reli□ion, etc. He s□oke in □urtherance about the National Action Net□ork and thanked the Cit□ Mana□er □or the □ork on the Citi□ens Revie□ Board. He □as lookin□ □or□ard to □ettin□ it started.

Larr□ Sinclair, 1052 Mitchell St., advised that 1102 Belle□onte has been secured and a tenant □ill be □ovin□ in once a ne□ roo□is □ut on it. BACRAP is still alive and □ell.

Aleck Green□ood, □40 Brevard Ave., Cocoa, s□oke about the canoe that □as □ound a□ter Hurricane Ir□a and re□uested that it be dis□la□ed te□ □oraril□ at the □useu□ on Michi□an Avenue. He □urther asked i□an□discussion has been held on a □olice substation in the do□nto□n area and he ex□lained □h□ he □elt one is needed in the Villa□e.

In res□onse, Cit□ Mana□er Titkanich stated no and □ointed out that this □alls under the Cocoa CRA's purview. He further asked if an architect had been chosen for the CRA □ro□ect and in res□onse, Cit□ Mana□er Titkanich advised that it □as his understandin□ that the CRA is □orkin□ □ith an architect, ho□ever no date has been set □et.

Lastl□, Mr. Green□ood □entioned that he □as not sure ho□ □an□ □eo□le □atch the □eetin□s but it has been re□eated constantl□ that □eo□le cannot hear. Cit□ Mana□er Titkanich assured ever□one that sta□□□as a□are o□this and are □orkin□ □ith Granicus to tr□to solve the □roble□.

Ma□or Parrish a□reed □ith Mr. Green□ood re□ardin□ the cri□e situation in do□nto□n and that so□ethin□ needed to be done. The□s□oke about the bic□cle co□s that used to □atrol in the do□nto□n. It □as □urther □ointed out that □an□o□ the arrests b□ the Count□ are statin□ that the□ are in Cocoa, but the□ are actuall□ in the Count□.

V□ CO□SE□T AGE□DA□

1. A□□rove the Continuation o□Work □ith Ace Flo□ Control, Lon□□ood, Florida to Provide Cross Connection Control □CCC□ Technical Field Services□ Pendin□ A□□roval o□the FY2019 Bud□et. □18-3□2□. □Utilities Director□

2. A□□rove a Resolution Waivin□ the Co□ □etitive Biddin□ Process □or the Pur□ose o□Makin□ a Sole Source Purchase o□a Parkson Bar Screen □or the Sellers Water Recla□ation Facilit□ □ro□ the Mack Co□ □an□, Ponte Vedra Beach, Florida□To A□□rove a Resolution A□endin□ the FY2018 Bud□et. □18-375□. □Utilities Director□

3. Consider the Rea□□oint□ents o□ Mr. Paul Ka□us and Mr. Michael Kirn as □e□bers o□the Police Pension Board throu□h Se□te□ber 30, 2020□and Rati□□the A□□oint□ent o□Mr. John A. Case□to the Board o□Trustees □or the Police O□□icers' Retire□ent Plan as the Fi□th □e□ber throu□h Se□te□ber 30, 2020. □18-399□. □Ad□inistrative Services Director□

4. Consider the Rea□□oint□ent o□Mr. Milton Norris Park as a □e□ber o□the Fire Pension Board throu□h Se□te□ber 30, 2018. □18-400□. □Ad□inistrative Services Director□

5. A□□rove a one-□ear □olic□ rene□al □or the General Insurance Pro□ra□ □ith Florida Lea□ue o□Cities, Inc., □or the □eriod October 1, 2018 throu□h Se□te□ber 30, 2019 □ith an esti□ated □re□iu□ o□ □825,707, □endin□ a□□roval o□the FY2019 bud□et. □18-40□□. □Ad□inistrative Services Director□

□. Consider the Rea□□oint□ent o□Ms. Sherr□ Woodhouse as a □e□ber o□the General E□□lo□ees' Pension Board throu□h Se□te□ber 30, 2021. □18-407□. □Ad□inistrative Services Director□

* **MOTIO□** by **D**eputy **M**ayo**r** Blanco; **S**econ**d**e**d** by **C**ouncilman Whipple, to app**r**ove the **C**onsent agen**d**a.

A□ES: Pa**rr**ish, Blanco, Wa**rne r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

Ms. Ge□□ati □ointed out in the error in Ite□ V.4. His ter□ □ill actuall□be throu□h Se□te□ber 30, 2020.

VI. **□□□LIC HEARI□GS**:

1. Ordinance No. 08-2018/Second and Final readin□: Related to chan□es in the Police Officers' Retirement Plan consistent with a Memorandum of Understandin□ bet□een the Cit□ o□Cocoa and Coastal Florida Police Benevolent Association □PBA) re□ardin□ PBA Collective Bar□ainin□ A□ree□ent e□□ective October 1, 2015 to Se□te□ber 30, 2018, a□endin□ Section 2-191, De□initions and Section 2-220, Share Plan. (18-402) □Ad□inistrative Services Director)

Cit□Attorne□Gar□anese read Ordinance No. 08-2018 into the record, b□title onl□ as □ollo□s. He advised that this □as the second and □inal readin□ o□the Ordinance.

ORDI□A□CE □O. 08-2018

A□ ORDI□A□CE O□ THE CIT□ CO□□CIL O□ THE CIT□ O□ COCOA, □REVARD CO□□T□, □LORIDA, AME□DI□G CHA□TER 2, ADMI□ISTRATIO□, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDI□A□CES O□ THE CIT□ O□ COCOA BY AME□DI□G SECTIO□ 2-191, DE□I□ITIO□S; AME□DI□G SECTIO□ 2-220, SHARE □LA□; □ROVIDI□G □OR CODI□ICATIO□; □ROVIDI□G □OR SEVERA□ILIT□ O□ □ROVISIO□S; RE□EALI□G ALL ORDI□A□CES I□ CO□□LICT HERE□ ITH A□D □ROVIDI□G A□ E□□ECTIVE DATE.

Ms. Ge□□ati added that an actuarial state□ent □as □rovided and attached a□ter the a□enda □as □ublished.

Ma□or Parrish o□ened the hearin□ to the □ublic. There bein□ no res□onse, the □ublic □ortion o□the hearin□ □as closed.

* **MOTIO□** by **C**ouncilwoman Wa**rne r**; **S**econ**d**e**d** by **C**ouncilman Whipple, to app**r**ove the item.

A□ES□ □□rr□□□□□□□□□□□□□□ □r□□r□□ □□□□□□□

THE MOTIO□ CARRIED □□A□IMO□SL□ □□□□□□

VII□ CO□□CIL □□SI□ESS□

1. A□□rove the current Code En□orce□ent lien □or the □ro□ert□located at 2228 Sale□ Drive to be reduced □ro□ □34,250.00 to □3,000.00. The Code En□orce□ent Board, at its re□ular □eetin□ on Au□ust 1□, 2018, reco□ □ended that the lien be reduced to □3,000. Sta□□ is reco□ □endin□ Council reduce the lien to □3,000 as reco□ □ended b□the Code En□orce□ent Board so related Cit□ex□enses and Sta□□ ti□e are rei□bursed. □18-384□ □Chie□o□Police□

   Chie□Cantalou□e advised that the Code En□orce□ent Board held a □ublic hearin□ on Au□ust 17, 2017, at □hich ti□e the Board □ound the o□ner, Rc□ Fund 1 O□ner LLC, in violation o□the □ollo□in□: □-900 □b□91□a-d □unk/debris □ □-900 □b□□11□ outside stora□e□□-1002□b□□ool and s□as □enclosure re□uire□ents/sa□et□□, and □-1001□□□accessor□structures □ence□.

   He □entioned that the Code En□orce□ent Board □rovided the o□ner su□□icient ti□e to correct said violations. There□ore, consistent □ith the Code En□orce□ent Board's Order a fine ran at $125 per day from August 20, 2017 until compliance □as achieved on Ma□21, 2018. The lien is □34,250.00 and the current o□ner Rc□ Fund 1 O□ner LLC, is re□uestin□ that the lien be reduced to □3,000.

   Additionall□, based on the above □actors, sta□□ is in a□ree□ent □ith the Code Enforcement Board's recommendation to reduce the lien to $3,000. Furthermore, at the Code Enforcement Board's regular meeting on August 16, 2018, they reco□ □ended that the lien be reduced to □3,000.

   Larr□Sinclair, 1052 Mitchell St., Cocoa, believes that this □oes back to the sa□e issue that □as brou□ht u□ at the last Council □eetin□. There are invest□ent co□ □anies that bu□ □ro□erties and this co□ □an□is takin□ □onthl□ □onies □ro□ renters. The□took this lon□to co□e into co□ □liance. He noted that liens are not □eant to be □unitive and □hen the o□ner re□uses to co□e into co□ □liance the□ are lookin□at □0-90 da□s be□ore a lien is i□ □osed. The co□ □an□is □usti□□in□the lien re□uest because the□have invested over □40,000 □hich the□□ill then sell and □ake over □200,000. He □entioned that sta□□is □oin□to reco□ □end an□thin□ that the□can □et but he □eels that this needs to sto□. With □34,000 in □ines, he ur□ed Council to char□e at least □10,000 □or the liens.

Council□o□an Warner stated that the ite□ □entioned that the o□ner □as not the o□ner □hen the □ines □ere □iven. She □uestioned as to ho□ lon□ the o□ner had the □ro□ert□ be□ore it □as brou□ht into co□□liance. She stated that she has no □roble□ reducin□ a lien □hen a □ro□ert□ is brou□ht into co□□liance 90 da□s or so a□ter the□o□n the □ro□ert□. She asked i□this □as the case □ith this □ro□ert□.

She □entioned that she □urther notices that □hen the □ro□ert□ is o□ned b□ the sa□e o□ner as □hen the lien started that the Code Board is a lot less inclined to reduce the liens. The□ are usuall□ a little □ore lenient □hen so□eone bu□s the □ro□ert□ and cleans it u□□ithin a reasonable a□ount o□ti□e.

It □as con□ir□ed that the □ro□ert□□as □urchased in Ma□. Council□o□an Warner □ointed out that the liens started in Au□ust 2017 and then ca□e into co□□liance. She □urther clari□ied that the in□or□ation in the ite□ □as correct.

She advised that i□this is the o□ner □ho o□ned the □ro□ert□□hen the Cit□started to □ine the□ then the□do not deserve a reduction.

Cit□ Mana□er Titkanich □ointed out that on □a□e 2 o□6 o□their Lien Reduction A□□lication the□□ere the o□ner. He noted there is an error in the a□enda ite□ based on the a□□licants o□n ad□ission in the a□□lication.

Council□o□an Warner advised that she □as not co□□ortable in □akin□ a decision toni□ht, as she □anted to ensure that the Code En□orce□ent Board □as a□are o□ this. She re□uested the ite□ be tabled until □urther in□or□ation can be brou□ht back □or revie□.

* **MOTIO□** by **C**ouncilwoman Wa rne r; **S**econ **d**e**d** by **C**ouncilman Whipple, to table the item until fu rthe r info rmation can be b rought back fo r r review.

A□ES: Pa rrish, Blanco, Wa rne r, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

2. Consider the A□□oint□ent o□Mr. David Prather as a Re□ular □e□ber o□the Utilities Advisor□ Board, throu□h Nove□ber, 2020. (18-401) (Ad□inistrative Services Director)

* **MOTIO□** by **C**ouncilwoman Wa rne r; **S**econ **d**e**d** by **D**eputy **M**ayo **r** Blanco, to app **r**ove the item.

A□ES□ □□**rr**□□□□□□□□□□□□□□ □**r**□□**r**□□ □□□□□□

THE MOTIO□ CARRIED □□**A□IMO□SL□** □□□□□

3. Provide the Cit□ Mana□er and Cit□ Attorne□ direction on establishin□ a Cocoa Police Co□ □unit□Relations Advisor□Board. □18-421□. □Cit□Mana□er□

City Manager Titkanich reminded Council that in the City's Strategic Plan one of the bi□□est issues □as cri□e. The Cit□contracted □ith CPSM and the□did a stud□ on the Police De□art□ent. As a result o□the stud□, the□ did a□ree that a board should be □or□ed in an advisor□ ca□acit□. He noted that the Council needed to care□ull□consider the sco□e o□the co□ □ittee.

He □entioned that in research he and the Assistant Cit□Mana□er have conducted, there are □our □odels in □olice de□art□ents o□citi□en revie□ boards. The Cit□o□ Cocoa □reviousl□ had a Citi□en Advisor□ Board that be□an in Jul□ 1990 and □as abolished b□ resolution in 1997. He □entioned that the□ can all a□ree that □olicin□ has chan□ed since 1997.

Cit□ Mana□er Titkanich ex□lained the sco□e o□the board and □as reco□ □ended to reconstitute the □revious board, but not □rovide authori□ation to revie□ ever□thin□. He □ould like to kee□ trans□arenc□ a□ on□ the de□art□ent and he believes □ith trans□arenc□ that citi□ens □ill have □ore trust □ith the de□art□ent. The Cocoa Police De□art□ent has been accredited since 200□. He reiterated his reco□ □endation to reconstitute the Cocoa Police Co□ □unit□ Relations Advisor□ Board and that the□ should be able to revie□ use o□□orce cases and to conduct citi□ens co□ □laints. I□□arranted, these ite□s can be □resented to the Chie□o□ Police and to the Cit□ Mana□er.

He does not reco□ □end that the board be □iven sub□oena □o□ers or the abilit□ to intervie□ o□icers. Additionall□, there should be a li□ it to □olic□ and in ter□s o□ □ro□otin□ the revie□ and citi□ens conduct, the□ should be tasked □ith closed de□art□ent investi□ations o□o□icers onl□. The ti□in□ o□revie□ □ould also have to be in line □ith le□al issues, etc.

He □urther noted that this is not a sin□le □ocused tool and the idea is that it □ould be an o□□ortunit□ □or the Chie□to be e□ □o□ered and brin□ □or□ard an□ □olice co□ □unit□ relations issues and all thin□s that he □a□dee□ necessar□.

In re□ards to the board co□ □osition, he □ould reco□ □end seven □e□bers, and □ossibl□each □e□ber o□Council, the Cit□Mana□er, and a re□resentative o□the PBA a□□oint a □e□ber. Those a□□ointees □ust be a citi□en and a ke□ stakeholder. He advised that he has done a lot o□stud□in□ in re□ards to co□ □laints and □isconduct and he does not □eel that there is a □ressin□ □roble□ □ ho□ever, he did co□ □it to and discussed the idea o□this board. He □urther stressed that this board □ill not be □eant to be a sce□ter to hold over the □olice department's head, but a good tool for the City. He is looking for Council's direction on ho□ to □roceed.

Council□o□an Warner clari□ied that an ordinance □ould be □ritten and in res□onse, Cit□Mana□er Titkanich res□onded in the a□ir□ative. She then noted that she □as a□are o□onl□one other board in this count□that □unctions as it should and that is the Cit□o□Melbourne. She □ould like to see their ordinance and the resolution that the Cit□used to establish the ori□inal board. She is a□are o□the ori□inal board because she chaired it in 1997. She kno□s □hat issues on the board can be and □ould like to have an o□en discussion re□ardin□these. She believed that the □revious board had □e□bers □ho did not kno□ □hat their exact role □as and she stressed that those □ho are a□□ointed need to understand their role be□ore the□are actuall□a□□ointed.

Council□an Whi□□le thanked Cit□ Mana□er Titkanich □or his co□ □ents and □resentation. He believes that the□need to □o □or□ard as soon as □ossible to ensure that all □rounds are covered that should be. He noted so□e o□the issues the□are □aced □ith and stated that there are no doubts that this board is needed. The CPSM had a lot o□in□or□ation on ho□ the □olice de□art□ent can be □ore e□□icient. He □ointed out that the □olice de□art□ent is busier durin□certain ti□es o□the da□and in the stud□it □as reco□ □ended that hours be chan□ed in order □or the□ to be □ore e□□icient. He has not heard an□su□□estions □or this issue. In closin□, he a□reed that the board needs to be established and that the□need to be □rovided in□or□ation in order to ensure e□□icienc□.

De□ut□Ma□or Blanco □as all □or establishin□a board but su□□ested that the□ ex□and the sco□e o□a□□ointees to one o□the □rou□s in the co□ □unit□such as the NAACP. She believed that the□should □ake a reco□ □endation as □ell.

Council□o□an Warner a□reed □ith De□ut□Ma□or Blanco and su□□ested that as Council□e□bers the□reach out to or□ani□ations, churches, etc. to see i□the□can hel□ □ake a reco□ □endation.

Council□an Whi□□le □elt that the□need to take a look at the ti□e involved in this and □as □lad that the□□ere □inall□at the □oint to vote in order to □et it all □ovin□.

Council□o□an Warner reiterated that □hat Council has asked □or □as □or a □ossible ordinance and in□or□ation to be brou□ht back to the next □eetin□. Cit□ Mana□er Titkanich advised that he □as cautious in a□reein□ □ith that ti□e □ra□e and stated it □ould □ossibl□the □eetin□a□ter next.

Council□o□an Warner believed that there □as no reason that this cannot be established b□so□eti□e in October.

Cit□ Mana□er Titkanich □urther clari□ied that this is t□□icall□ done b□ resolution □hich □ould onl□be one readin□.

Ma□or Parrish stated that □hen he □as elected there □ere a lot o□□eo□le that thou□ht the □rocess is slo□. This □as talked about at both Cri□e Su□□its that □ere held in 2014 and 201□. He agreed that he would like to see Melbourne's ordinance. He □urther □ointed out that the Cit□ □as the □irst to □urchase bod□ ca□eras and cri□e in the last □e□ □ears has been narro□ed do□n. There □ere a lot o□shenani□ans in Cocoa □or decades.

He reiterated Council's wishes for staff to bring an ordinance back and the need to start □orkin□ on this. He also a□reed that in the □ast thin□s □ot out o□hand. He believes that this □ill hel□ □ith an□□roble□s that the□have had in □ast □ears and □ould de□initely like to review Melbourne's ordinance. He wants the best city with the best □olice de□art□ent and he □ants citi□ens to □ro□ote that i□a□e.

Cit□ Mana□er Titkanich noted that bod□ ca□eras have □roven to be an e□□ective tool □or addressin□ o□icer conduct and incidents in totalit□ because o□havin□ a record o□□hat occurred. Man□ ti□es in the a□ter□ath o□an incident, □ou are absent o□havin□the in□or□ation and all in□or□ation □a□not be said. I□in□or□ation is disclosed to the board, then the truth is out there. He □eels this board can be a vital tool.

Ma□or Parrish noted that citi□ens and residents have to believe it in as □uch as □e do or it □ill not □ork.

□ **MOTIO□ □□ C□□□□□□□ □□ □□ □ □r□□r□S□□□□d□d □□ C□□□□□□□ □□ □ □□□□□□□□ follow the City Manager's recommendation.**

A□ES□ □□**rr**□□□□□□□□□□□□ □**r**□□**r**□□ □□□□□□□

THE MOTIO□ CARRIED □□**A□IMO□SL□** □□□□□□

Larr□ Sinclair, 1052 Mitchell St., Cocoa, stated that he did not co□e to the □orksho□ that □as held in re□ards to the CPSM Stud□, and hears □hat the Cit□ needs, but asked □h□the□do not stand behind the □olice de□art□ent. He stated to Council□an Whi□□le that he did not see the ur□enc□in this other than it bein□ □oliticall□□otivated. He □urther □entioned to Ma□or Parrish that the □eo□le at the tables at the cri□e su□□its, such as Dr. Soliven □ho is no lon□er at Cocoa Hi□h School, □usti□ied bur□laries because there □as not □ood, and did not address the cri□e □roble□. He ur□ed Council to □o to Peachtree Street or Peachtree and Pros□ect to see cri□e.

Ma□or Parrish a□reed □ith Mr. Sinclair and noted that he □ust sa□ t□o □rostitutes and a □i□□at that location and the□need to □u□□on that □roble□.

Mr. Sinclair stated that he has never had a □roble□ □ith Chie□Cantalou□e or an□ o□his o□icers in □ettin□ans□ers and he has called on □an□occasions. He does not see the ur□enc□other than it bein□ □oliticall□□otivated.

Council□an Whi□□le stated that □as his o□inion.

VIII□ CIT□ □□SI□ESS□

1. Re□uestin□ settle□ent authorit□ □or the tentative settle□ent a□ree□ent bet□een □or□er Cit□ o□Cocoa Fire Lieutenant O□ar Shearer and the Cit□ o□Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting a□□roval □or additional settle□ent authorit□ □or □or□er Fire Lieutenant Ti□oth□ Olsen's Workers' Compensation Medicare Set-Aside Arran□e□ent, authori□e the Cit□Mana□er to □inali□e and execute such le□al a□ree□ents s□re□uired to co□□lete the settle□ent in accordance □ith the settle□ent authorit□ a□□roved b□ the Cit□ Council. A□□rove a Resolution A□endin□ the FY2018 Bud□et throu□h the use o□ General Fund Reserves, to cover an□ settle□ent a□ree□ents. □18-409□. □Ad□inistrative Services Director□

□ **MOTIO□ □□ D□□□□□ M□□□r □□□□□□□S□□□□d□d □□ C□□□□□□□ □□ □ □□□□□□□□ □□□r□□□ □□□ □□□□ □**

A□ES□ □□**rr**□□□□□□□□□□□□ □**r**□□**r**□□ □□□□□□□

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

2. A□□rove the three □ear contract bet□een the Cit□o□Cocoa and the International Association o□Fire□i□hters □IAFF) □or the contract ter□ o□October 1, 2018 throu□h Se□te□ber 30, 2021. (□8-413) □Ad□inistrative Services Director)

Ms. Ge□□ati □ointed out that this is the □irst ti□e a contract has been a□□roved be□ore October 1st and the second ti□e it has been □ut in □lace □rior to the existin□ contract ex□irin□.

Cit□Mana□er Titkanich ex□ressed his a□□reciation □or all o□the ne□otiatin□ tea□s hard □ork.

* **MOTIO□** by **C**ouncilwoman Wa **r**ne**r**; **S**econ **d**e**d** by **C**ouncilman Whipple, to app**r**ove the item.

A□ES: Pa**rr**ish, Blanco, Wa **r**ne**r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

Chie□Prince reco□ni□ed the □ire □i□hters in the audience, Mr. Sen□el, Mr. Madden, and Mr. Acker□an. Chuck Burkhardt □as also a □e□ber o□tea□ but he is not in attendance. Chris Wo□ack is their ne□est □e□ber.

Ms. Ge□□ati thanked ever□one and thanked Chie□Prince as □ell.

M□LTI-□EAR CO□TRACTS:

3. A□□rove Partici□ation in a Coo□erative Purchase A□ree□ent □ith H□dro□ax USA to Provide H□drant and Valve Assess□ent and Maintenance Service Utili□in□ Se□inole Count□ Contract No. IFB-602347-15/GCM E□ective Nove□ber 23, 2015 throu□h Nove□ber 23, 2018; Pendin□ A□□roval o□the FY 2019 Bud□et. (□8-361) □Utilities Director)

* **MOTIO□** by **C**ouncilwoman Wa **r**ne**r**; **S**econ **d**e**d** by **C**ouncilman Whipple, to app**r**ove the item.

A□ES: Pa**rr**ish, Blanco, Wa **r**ne**r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

4. A□□rove Partici□ation in a Coo□erative Purchase A□ree□ent □ith All Terrain Tractor □or Restoration Services Utili□in□ Orlando Utilities Co□□ission Contract No. 4218-2 O□ E□□ective Januar□ 1, 2017 throu□h Dece□ber 31, 2019; Pendin□ A□□roval o□the FY2019 Bud□et. (18-363) (Utilities Director)

* **MOTIO□** by **C**ouncilwoman Wa **rne r**; **S**econ **d**e**d** by **C**ouncilman Whipple, to app **r**ove the item.

A□ES: Pa **rr**ish, Blanco, Wa **rne r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

5. A□□rove the Sixth A□end□ent to Purchase A□ree□ent to the Water Resource Consultin□ Services A□ree□ent □ith Water Resource Associates, Inc. (WRA), Ta□□a, Florida, e□□ective Se□te□ber 30, 2018 throu□h Se□te□ber 29, 2020. (18-379) (Utilities Director)

* **MOTIO□** by **C**ouncilwoman Wa **rne r**; **S**econ **d**e**d** by **C**ouncilman Whipple, to app **r**ove the item.

A□ES: Pa **rr**ish, Blanco, Wa **rne r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (4-0)

I□. I□□ORMATIO□AL AGE□DA:

None.

X. **RE□ORTS**:

Norris Park, 1111 Burnha□ St., Chair□erson o□the Fire Pension Board □as □roud that the □ire i□hters could ne□otiate and co□e to an a□ree□ent on a contract. He s□oke o□u□co□in□ ordinance chan□es and o□□otential cost savin□s that the Cit□ □i□ht see. He noted the□ □ere currentl□ □orking with a couple of workers' comp issues. He □urther thanked Ms. Ho□ell and her sta□□or kee□in□ ever□thin□ in order □or the□. In closin□, he □as thank□ul that the board is able to □eet in the cha□bers and he asked i□the □ension □eetin□ could be □ut on the □ebsite like the others are.

Ma□or Parrish asked Mr. Jones i□there □as a di□□erence in the Nissan trucks, and in res□onse, Mr. Jones stated nothin□ □ a□or and the□ □ere □ust about to have their □irst checku□.

Chie□Prince reco□ni□ed the ne□otiation tea□ a□ain and reiterated his thanks to Assistant Cit□Mana□er Fuhrer, Ms. Ho□ell, Ms. Bo□□an, and Ms. Ge□□ati □or all o□their □ork on this.

Lastl□, he re□inded ever□one o□the 9/11 Me□orial Event this Saturda□at □□.□., at the Cocoa Hi□h School Stadiu□.

Assistant Cit□ Mana□er Fuhrer □rovided an u□date on the □ro□ress o□the river□ront. He □ointed out that the River□ront Connector □ill be co□□leted b□the end o□the □onth. The□ are also reconstructin□ the □iers and also installin□ securit□ca□eras. Additionall□, the shoreline restoration □ill be□in. There □ill be so□e □rett□heav□e□ui□□ent □ovin□around in a □e□ □eeks. The□□ill also be re□ovin□so□e invasive s□ecies o□□lants. The □or□er □rou□□ho cleaned u□the area near SR 520 □ailed to cut out the invasive s□ecies.

Ma□or Parrish asked i□there □as an u□date on the boat re□oval. In res□onse, Assistant Cit□Mana□er Fuhrer advised that FWC has cleared the□ □or re□oval but it his understandin□that there is a lack o□□unds to do so.

Cit□Mana□er Titkanich re□inded all o□the u□co□in□□eetin□s and □orksho□s:

- Thursda□, Se□te□ber 13th at 5:30 □.□. is the Second and Final Bud□et hearin□
- Tuesda□, Se□te□ber 18th at 5:00 □.□. is a S□ecial Cocoa CRA □eetin□.
- Wednesda□, October 3rd at □□.□. at the Cocoa Civic Center is the Public Worksho□□or the Zonin□Ordinance re: the hei□ht on the □ro□osed hotel.

He advised the □oal □or the October 3rd □orksho□is to incor□orate an□co□□ents, and □otential chan□es □ro□ that □eetin□ and □odi□□the ordinance i□needed so that it can be brou□ht back □or second readin□at the October 10th □eetin□or the one a□ter. Mr. Pete Seckler □ill be □acilitatin□that □eetin□.

He noted that he □ould be in Orlando at the FLC Polic□ □eetin□ on Frida□, Se□te□ber 14th.

Lastl□, he □entioned that a □re-□ricin□ call □as done toda□ □ith the bond under□riters and the□□ill be □oin□to Orlando in a □e□ da□s to □ut the bond on the □arket □or a t□o hour □eriod.

Council□an Whi□□le re□uested an u□date on the Heart o□Cocoa Meetin□Roo□. In res□onse, Cit□Mana□er Titkanich noted that it should be done b□the end o□this □iscal □ear.

Council□an Whi□□le thou□ht that Stone Street □as lookin□reall□□ood and asked i□Wa□a □as re□avin□ their □arkin□ lot. Mr. Jones advised that the□ □ere resur□acin□□ith black tar.

Council□an Whi□□le asked Chie□Cantalou□e to □atch the tra□ic in the □ornin□s at Wa□a and asked □hat □as ha□□enin□□ith S□eed□a□across the street. Cit□ Mana□er Titkanich □entioned that □as a ver□li□ited store and Wa□a o□ers □ore alternatives. Council□an Whi□□le □urther re□uested an u□date on the inco□in□ Dunkin Donuts across □ro□ Stone Funeral Ho□e. Ms. Ha□ilton □ill have an u□date at the next □eetin□.

Council□o□an Warner re□inded ever□one that on October 13th the□are holdin□ the □irst ever K9 Co□□etition at Cocoa Hi□h School. The□are □ettin□ □reat coo□eration □ro□ Cocoa Hi□h and their ne□ athletic director is excited about the event.

She thanked several businesses □or contributions, notin□the□have raised around □15,000 so □ar.

De□ut□Ma□or Blanco had a resident contact her about the □ater line on S□kes Creek Brid□e. She asked i□it had been re□laced and i□it is □unctional. Ms. Ennis assured her that it is and all beach lines are □ine.

Ma□or Parrish asked i□there □as an u□date as to □hen the brid□e □ould reo□en and Assistant Cit□Mana□er Fuhrer believed that the□are lookin□□or □undin□to re-o□en the brid□e.

Ma□or Parrish re□inded ever□one that □e are in hurricane season and asked all to be □ind□ul o□□hat could □ossibl□co□e our □a□.

Ma□or Parrish voiced his □rustration in the bad ne□s re□ortin□, □ointin□out that □ost are in the count□but it is bein□re□orted as Cocoa. He □ants to □ake sure that □roble□ □ets corrected.

Council□an Whi□□le a□reed and □ants this corrected. It is not a □ood thin□to be □is-identi□ied in the ne□s and ne□s□a□er.

Mayor Parrish takes offense to the incorrect information and believes that the City deserves better. It should just say that it is the County or unincorporated Cocoa. Moving forward he wants it to be better than ever.

He is looking forward to the meeting on the hotel zoning and provided well wishes to Councilman Boisvert.

In closing, he stated that this is campaign season and we all have to be tolerant. We have a great community situation and he does not want to go backwards, or let someone outside of the City dictate who we are or what we do. We need to be optimistic.

[illegible]I[illegible] ADJOURNMENT

MOTION [illegible]

AYES [illegible]

THE MOTION CARRIED UNANIMOUSLY [illegible]

The meeting adjourned [illegible]

[illegible]
H[illegible]r[illegible] [illegible]rr[illegible] III [illegible]M[illegible]r

ATTEST

[illegible]
C[illegible]r[illegible] E[illegible]S[illegible] MMC [illegible]C[illegible] C[illegible]r[illegible]

Legislation Details (With Text)

File #:	18-491	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the Minutes of the Special City Council Meeting of September 13, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-13-18S Minutes.pdf Exhibit A-2nd Budget Hearing Presentation 9-13-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council Meeting of September 13, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Enter text here, same as Requested Action

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MI□□TES

CIT□ O□ COCOA
S□ECIAL MEETI□G O□ THE CIT□ CO□□CIL

Septembe **r** 13, 2018

A S□ecial Cit□Council □eetin□ □as held on Thursda□, Se□te□ber 13, 2018, in Cit□ Council Cha□bers, located in Cocoa Cit□Hall, 65 Stone Street, Cocoa, Florida, as □ublicl□noticed.

I. **O□E□I□G MATTERS**:

Ma□or Parrish called the □eetin□ to order at 5:36 p.m.

Chie□ Prince □rovided the invocation and Council□an Boisvert led the asse□bl□ in the Pled□e o□Alle□iance to the Fla□ o□the United States o□ A□erica.

The Cit□Clerk took the roll.

PRESENT:	Henr□U. Parrish III	Ma□or
	Jeri Blanco	De□ut□Ma□or
	Don Boisvert	Council□an
	Brenda Warner	Council□o□an
	Clarence Whi□□le, Jr.	Council□an
	Anthon□Gar□anese	Cit□Attorne□
	John Titkanich, Jr.	Cit□Mana□er
	Matt Fuhrer	Assistant Cit□Mana□er
	Carie Sheal□	Cit□Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Ge□□ati, Ad□inistrative Services Director; Nanc□ Bunt, De□ut□ Co□□unit□ Services Director; Mike Cantalou□e, Chie□o□Police, Gene Prince, Fire Chie□; Ed We□eri□, Public Works Director; Rebecca Bo□□an, Finance Director; Lora Ho□ell, De□ut□ Finance Director; and Lea Ta□lor, Senior Bud□et Anal□st.

II. **A□□ROVAL O□ AGE□DA**

1. A□□rove the A□enda □or the S□ecial □eetin□ o□Se□te□ber 13, 2018. (18-396)

* **MOTIO□** by **C**ouncilman Boisve **r**t; **S**econ **d**e**d** by **D**eputy **M**ayo **r** Blanco, to app **r**ove the **A**gen **d**a fo**r** the **S**pecial meeting of **S**eptembe **r** 13, 2018.

A□ES: Pa**rr**ish, Blanco, Boisve **r**t, Wa **r**ne**r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ □□□□

Ma□or Parrish advised that he had received a dele□ation card. Dele□ations □as held be□ore the Public Hearin□s.

Aleck Green□ood, □40 Brevard Avenue, Cocoa, asked i□ Cit□ Hall has exterior securit□ ca□eras. In res□onse, Cit□ Mana□er Titkanich stated □es. Mr. Green□ood asked i□the □arkin□ areas □ere covered b□ the ca□eras. He stated that he □as askin□ because o□the current school situation and □eels that the Cit□should have so□e sort o□a□□aratus to ensure that □eo□le □ho enter Council Cha□bers are clean. He does not like that the National Ri□le Association is □oin□ to start scrutini□in□ □ho the□are □oin□ to allo□ to be able to □urchase □uns.

Ma□or Parrish a□reed □ith Mr. Green□ood and noted that it □as □ore an issue o□□ental illness.

Mr. Green□ood stated that in re□ards to the Council □eetin□ the other ni□ht this issue is i□ □ortant.

Ma□or Parrish a□reed that this is an issue and it needs to be looked into.

Council□an Whi□□le clari□ied that securit□ needs to be enhanced.

Mr. Green□ood re□lied and noted that securit□ is needed at least here in Council Cha□bers, and he □ould like so□ethin□ at the □ront door.

Cit□ Mana□er Titkanich □ointed out that there are ca□eras on each □loor and an ar□ed securit□ □uard durin□ the da□. The other Cit□ □acilities are also all □rotected.

He □urther clari□ied □ith the Assistant Cit□ Mana□er that there are ca□eras in the □ark, alon□ □ith those bein□ installed at Lee Wenner Park. This □as con□ir□ed and noted that there are additional ca□eras that should be installed b□ Se□te□ber 30th, □hich □ill □rovide vie□ □or the □ront o□the □ark and the □ater□ront access area. The abilit□ to ex□and this □ill also be available in the □uture.

Additionall□, he advised that □ou have to have a bad□e to access □loors b□ both the elevator and the stairs.

Ma□or Parrish believes that □ental illness is startin□ to sho□ itsel□and so□ethin□ needs to be done. He does not have the ans□er, but it scares hi□ that so□eone could be carr□in□ and no one □ould kno□.

Cit□ Mana□er Titkanich □ointed out that this is the one roo□ in Cit□ Hall that so□eone is □rohibited □ro□ carr□in□ i□the□are.

Council□an Whi□□le s□oke about securit□at Wuestho□□□here he □orked □or □an□□ears and a tra□ed□that he □itnessed. Ca□eras docu□ent □hat ha□□en but □reventin□thin□s □ro□ ha□□enin□is o□the u□□ost i□ □ortance and he a□rees □ith Mr. Green□ood. The□need to enhance securit□in this □acilit□durin□□□eetin□s. You cannot □ix stu□id but so□e □eo□le are arro□ant and thin□s the□are dealin□ □ith have an i□ □act on ever□one. Who is to kno□ i□the□ have □ea□ons. He believes in takin□ □recaution and □ants this issue ex□edited.

Laura Houston, 109 N. Fiske Boulevard, Cocoa, stated that she □as u□set at the last □eetin□ and □eels that □e cannot control certain □eo□le. She also a□reed □ith Mr. Green□ood and that □eo□le in the audience need □rotection. She does not see an□thin□ □ron□ □ith □uttin□ out a state□ent re□ardin□ concealed □ea□ons and havin□ so□ethin□ at the door. There are a lot o□□s□chos out there and a lot o□dru□s and other thin□s. Peo□le are not ha□□□ □ith □hat is ha□□enin□ in the Cit□ and she encoura□ed Council to support Mr. Greenwood and Councilman Whipple's advice. She is concerned as this □erson could have hurt so□eone in the audience.

Ma□or Parrish s□oke about an incident that he encountered earlier in the da□ □hile in Viera and stated that the □erson □as □entall□ ill. This is not the world he grew up in and he fears for people's safety. It is not just a □roble□ in schools, it is all over the □lace.

Council□an Whi□□le asked the Cit□ Mana□er to ex□lain □hat he heard bein□said. In res□onse, Cit□Mana□er Titkanich reiterated their re□uest and concerns and assured the□ this □ould be looked into.

Council□o□an Warner clari□ed the□ are re□uestin□ securit□ in the Cha□bers.

De□ut□ Ma□or Blanco asked i□there □ere other □unici□alities in Brevard Count□□ith □etal detectors.

Council□o□an Warner noted that the Cit□o□Pal□ Ba□has one.

Cit□ Mana□er Titkanich reassured Council that he has their direction and □ill □ollo□ u□ □ith this.

III□ □□□LIC HEARI□GS□

□□ □□**A**□□**r**□□□ **R**□□□□□□□□□ □□□□□□□□ □**d**□□□□□ □□□ □□□□□**M**□□□□□ **R**□□□ □□ □□□□□□ □ □□□ □□**r** □□□ **C**□□□ □□**C**□□□□ □□□□□□□□□**r** □□□□ □□□ □ □□□□□□ □□ **O**□□□□**r** □□□□□□ □□**d** □□**d**□□□ □□ **S**□□□□ □□**r** □□□□□□□□□□ □□□□ **r**□□**r**□□□□□□ □□ □□**r**□□□□ □□□□□□□ □□□**r** □□□ **r**□□**d**□□□□**r**□□□ □□□□□□□□□

□b□A□□rove Resolution 2018-077 ado□tin□ and the Final Bud□et and CIP □or the Cit□o□Cocoa □or the Fiscal Year 2019 co□□encin□ on October 1, 2018 and endin□ on Se□te□ber 30, 2019. □18-417□. □Finance Director□

Cit□ Mana□er Titkanich □rovided a □resentation[1] and advised that the ob□ective □or this □eetin□ □as t□o thin□s:
1□ To Ado□t a Final Milla□e Rate □or FY 2019
2□ To Ado□t a Final Bud□et □or FY 2019

He □ointed out that the Cit□ □ust have a balanced bud□et b□ October 1, 2018.

Cit□ Mana□er Titkanich advised that the □ocus o□this □ear is co□□unit□ i□□rove□ent and e□□lo□ee invest□ent. Additionall□, he □entioned that the□have co□e to a□ree□ents □ith all three unions.

General Fund FY 2019 reco□□endations □ere discussed such as: Maintainin□ the □illa□e rate at 5.9790 □ills, Fire Assess□ent Rate, □aintainin□ the □und balance at □ini□u□ reserve re□uire□ent, continuin□ to □lan □or Catal□tic Ca□ital Pro□ects, and reduction in co□□ercial solid □aste rates.

The TRIM □Truth in Milla□e□□rocess □as ex□lained and Cit□ Mana□er Titkanich □ointed out that the □irst ste□ is to ado□t the FY 2019 Cit□o□Cocoa Final Milla□e Rate and the second ste□ is to ado□t the FY 2019 Cit□o□ Cocoa Final Bud□et.

A historical revie□ o□the ad valore□ tax base □as sho□n as □ell as the ad valore□ revenue histor□.

Additionall□, the FY 2019 TRIM rate o□tions □ere discussed and Cit□ Mana□er Titkanich □ointed out that sta□in□ □ith the current rate, □hich is the □ro□osed rate o□5.9790 □ills, □ould be a revenue variance o□□450,128.

An ex□lanation □as □rovided on □hat this rate □ould □ean □or sin□le □a□il□ □ro□ert□o□ners and he □urther advised that Cocoa ranks #7 in Brevard Count□in co□□arison to other □illa□e rates.

The □ollo□in□ □ublic announce□ent □as □ade:

- The Cit□o□Cocoa is the taxin□ authorit□.
- The rolled-back rate is 5.7902.
- The rolled-back rate is a 0□ increase.
- The □illa□e rate to be levied is 5.9790.
- The □illa□e rate o□5.9790 is a tax increase o□3.2□□ as a □ercent chan□e o□the rolled-back rate.

[1] EXHIBIT A: 2ND Bud□et Hearin□ □or Fiscal Year 2019 Presentation

Lastly, City Manager Titkanich reiterated the requested action, which is to approve Resolution No. 2018-07 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019, which represents an increase of 3.26% over the Rolled-Back rate of 5.7902.

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

[illegible] **MOTION [illegible] C[illegible] SECONDED [illegible] D[illegible] M[illegible] [illegible] R[illegible] M[illegible] R[illegible] C[illegible] C[illegible] O[illegible] S[illegible]**

AYES: [illegible]

THE MOTION CARRIED UNANIMOUSLY [illegible]

[illegible] **A[illegible] R[illegible] C[illegible] C[illegible] O[illegible] S[illegible] D[illegible]**

City Manager Titkanich discussed in detail the FY 2019 General Fund Revenue and explained some of the projects and charges included in these funds.

He explained the FY 2019 Water/Sewer Fund Revenue by funding source and added that the bonds had a much larger savings than they originally thought. The bond closing will be held on October 3, 2018.

The Stormwater Fund Revenue, the FY 2019 Proposed General Fund Capital Budget, and the FY 2019 Proposed Water/Sewer Capital Budget were all explained in detail.

Projects in terms of capital budget funds were looked at along with CRA's.

City Manager Titkanich presented a comparison of the FY 2019 proposed budget versus the FY 2018 amended budget and pointed out that there was a slight increase in the general fund.

A comparison was also done among departmental budgets from this year and last year. He noted that department heads and managers did an excellent job in controlling their operating costs.

In res□onse to a □uestion □osed about salaries b□ Ma□or Parrish, Cit□ Mana□er Titkanich advised that about 32□ □as □or salaries and about 22□ □as □or bene□its.

Additionall□, Cit□Mana□er Titkanich co□ □ared the □ater/se□er □und bud□et bet□een the □iscal □ears and discussed the □ater/se□er □und b□ both division and cate□or□.

Cit□Mana□er Titkanich thanked Council □or allo□in□ sta□□to □rovide onl□a s□readsheet o□the chan□es to the bud□et but assured the□ the□ □ould have □rovided the □hole book i□the□ □ished. He □ointed out so□e o□the i□ □ortant chan□es □ade in the □ro□osed bud□et.

He re□inded the□ that this is also the second □ublic hearin□ □or the FY 2019 Final Budget and CIP and reiterated staff's requested action, which is to a□□rove Resolution No. 2018-077 ado□tin□a □inal bud□et and CIP □or the Cit□ o□Cocoa □or the Fiscal Year co□ □encin□ on October 1, 2018 and endin□ on Se□te□ber 30, 2019.

Lastl□, he added that there is so□e □one□in contin□enc□so the□ □ill look into the re□uest that □as □ade toni□ht re□ardin□ securit□.

Ma□or Parrish voiced his a□□reciation □or that.

Ma□or Parrish o□ened the hearin□ to the □ublic. There bein□ no res□onse, the □ublic □ortion o□the hearin□ □as closed.

Ma□or Parrish stated he □as ha□□□ □ith the bud□et.

Council□o□an Warner thanked sta□□and the Cit□ Mana□er □or all o□their hard □ork.

Council□an Whi□□le thanked the Cit□Mana□er and sta□□as □ell and □ould like to see the Cit□ Mana□er be able to □ake s□endin□ a little easier on hi□sel□. In res□onse, City Manager Titkanich explained the City's □urchasin□ □rocedures.

Council□an Whi□□le is ver□ha□□□ □ith ho□ he handles the bud□et □rocess.

Ma□or Parrish concurred and thou□ht the□did a □reat □ob. He loves seein□ □ro□th and seein□ the □rivate side □ ove u□ and stabili□e. He has s□ent ti□e in all □our corners o□the Cit□ and hears □reat co□ □ents. Peo□le are i□ □ressed □ith □hat is bein□ done. It is ver□ encoura□in□.

Cit□Mana□er Titkanich thanked all de□art□ent heads and Finance. There is a lot □oin□on □ith the bond transaction, and the Cocoa CRA Plan u□date, a□ on□ other thin□s.

Council□an Boisvert thanked ever□one, includin□ sta□.

* **MOTIO□** by **C**ouncilman Boisve rt; **S**econ **d**e**d** by **D**eputy **M**ayo**r** Blanco, to **A**pp**r**ove **R**esolution 2018-077 a **d**opting the Final Bu **d**get an **d** Cl□ fo**r** the **C**ity of **C**ocoa fo **r** the Fiscal Yea **r** 2019 commencing on **O**ctobe **r** 1, 2018 an **d** en**d**ing on **S**eptembe **r** 30, 2019. (18-417). (Finance **D**i**r**□□□□**r**)

A□ES: Pa**rr**ish, Blanco, Boisve **r**t, Wa **r**ne**r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (5-0)

Cit□Mana□er Titkanich thanked Council a□ain and advised the next ste□s in this □rocess, □hich are:

- Publication o□the Fiscal Year 2019 Ado□ted Bud□et and CIP displayed on the City's website.
- Publication o□the Fiscal Year 2019 Annual Bud□et docu□ent.
- Publication o□the Fiscal Year 2019 Bud□et at a Glance Pa□ □hlet □or □ublic distribution.

Mr. Walsh announced a □ro□ect that □as ha□□enin□ on Frida□ Road, □hich is a Brevard Count□ □ro□ect. There □ould be an outa□e to□ orro□ □ornin□ □or a□□roxi□atel□ 1-3 hours. A si□n has been □ut u□ so that those residents are noti□ied. The□ have to □ove a □ater line out o□the way so that the□ cann □ork on the □ro□ect and there □ill be a □otential loss o□□ressure. Additionall□, this in□or□ation has been □laced on □essa□e boards, social □edia, and on the □ebsite

Council□o□an Warner □entioned that she received a □essa□e and □hoto □ro□ a lad□on Satellite Boulevard sho□in□ □ater co□in□ out o□her □i□es. The lad□stated that at the a□e o□80 she □inall□has □ater that she can drink.

In res□onse, Mr. Walsh □ointed out that that □as due to a □ro□ect throu□h Brevard Count□and it a□□ected about 80-100 custo□ers.

IV. AD□O□R□ME□T.

* **MOTIO□** by **C**ouncilman Boisve rt; **S**econ **d**e**d** by **C**ouncilman Whipple, to a **d**jou**r**n the **S**pecial **C**ity **C**ouncil meeting of **S**eptembe **r** 13, 2018.

A□ES: Pa**rr**ish, Blanco, Boisve **r**t, Wa **r**ne**r**, Whipple

THE MOTIO□ CARRIED □□A□IMO□SL□ (5-0)

The meeting a **d**jou**r**ne**d** at 6:27 p.m.

_____

Hen**r**y U. Pa **rr**ish **III**, **M**ayo **r**

ATTEST:

_____

Ca**r**ie **E**. **S**healy, **C**ity **C**le**r**k



EXHIBIT A: 2ND BUDGET HEARING FY 2019 PRESENTATION


2nd BUDGET HEARING
FISCAL YEAR 2019
September 13, 2018


TRIM PROCESS
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
2nd BUDGET HEARING
AGENDA
QUESTIONS & DISCUSSION
FISCAL YEAR 2019
September 13, 2018
#TIGERPRIDE

Agenda & Objectives



- Adopt a Final Millage Rate for FY2019
- Adopt a Final Budget for FY2019

The City must have a balanced budget by October 1, 2018


TRIM PROCESS
GENERAL FUND
BUDGET
2nd BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
FISCAL YEAR 2019
AGENDA
QUESTIONS & DISCUSSION
September 13, 2018
GO TIGERS!
#TIGERPRIDE
COCOA PAL

FY 2019 Budget Development Philosophy

City remain on fiscally sustainable path!



- **FOCUS:**
  - FY15 and FY16 Focus – Public Safety
  - FY17 and FY18 – Community Improvements & Infrastructure
  - Fiscal Year 2019 - Community Improvement/Employee Investment
- Maintain/enhance current Levels of Service provided to citizens and businesses
- Maintain/Control Expenditure Levels
- City has completed negotiations with rank & file Collective Bargaining Units (Unions). IAFF - Ratified Contract, PBA and LIUNA scheduled for vote by members
  - ***In addition*** to providing negotiated raises, provide for a level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received a market rate adjustments ($300K +/- recurring costs)
- Maintain employee benefits at reasonable levels

General Fund FY 2019 Recommendations

- **Maintain millage rate** at 5.9790 mills
- **Fire Assessment Rate** - City Council approved 3% annual adjustment
- **Maintain Fund Balance at minimum reserve requirement**
- **Continue to plan for Catalytic Capital Projects** to enhance overall City values and growth
    - Utilize Fund Balance available to fund strategic economic development projects

- **Reduction** in Commercial Solid Waste Rates - approx. 7.75%


TRIM PROCESS
GENERAL FUND
BUDGET
2nd BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
FISCAL YEAR 2019
AGENDA
QUESTIONS & DISCUSSION
September 13, 2018
GO TIGERS!
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COCOA PAL

TRIM (Truth in Millage) Process

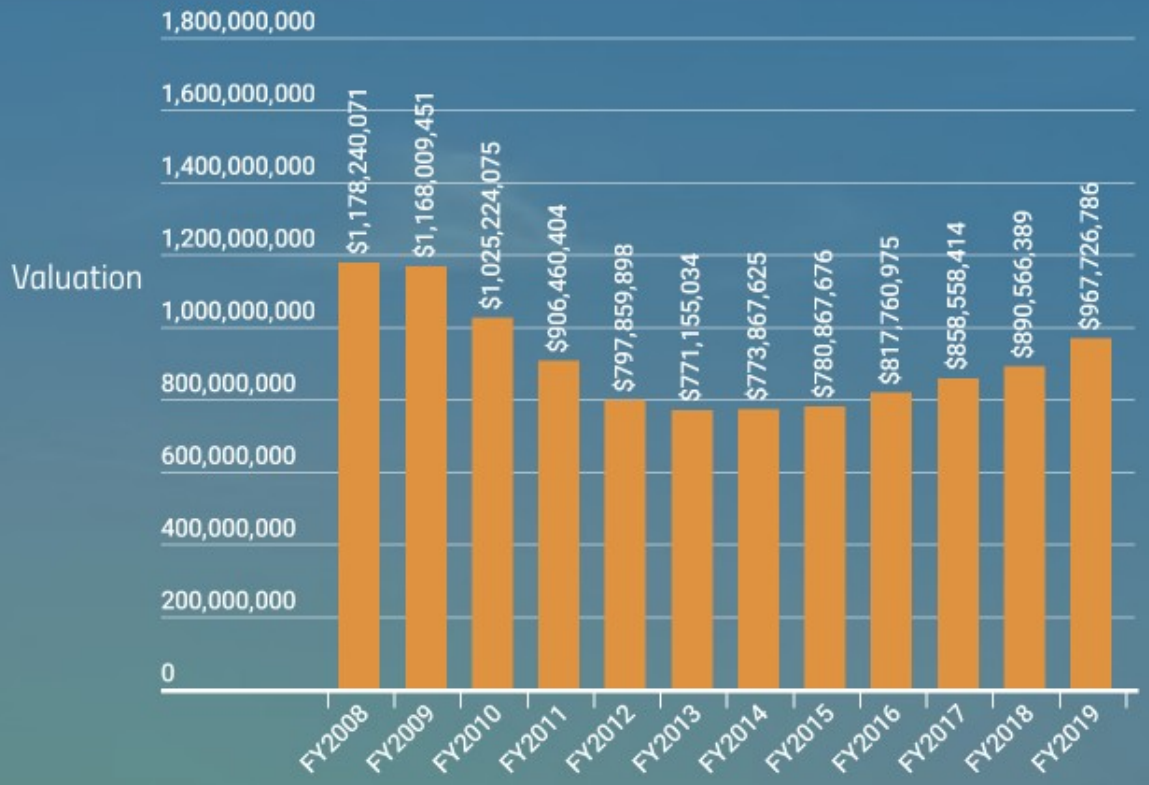
Step 1

- Adopt the FY2019 City of Cocoa Final Millage Rate

Step 2

- Adopt the FY2019 City of Cocoa Final Budget

Historical Review - Ad Valorem Tax Base



Historical Review - Ad Valorem Revenue History



FY 2018 represents YTD collection, as of August 28, 2018

FY2019 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2018 – FY2019 Revenue Variance
FY2018 *Adopted Rate	**$888,479,522**	**5.9790**	**$5,312,219**	**$5,046,608**	
FY 2019 Millage Options					
Current Rate-Proposed	$967,726,786	5.9790	$5,786,038	$5,496,736	$450,128
Rolled-back Rate	$967,726,786	5.7902	$5,603,331	$5,323,164	$276,556



Proposed Rate

What does this mean to the single family property owner?

	Valuation	FY 2018 5.9790	*Valuation With 2.1% Increase	FY 2019 5.9790	Increase
Single Family Residence	$100,000		$102,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$52,100	$312	$13
Single Family Residence	$150,000		$152,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$102,100	$611	$13
Single Family Residence	$200,000		$202,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$152,100	$910	$13
Single Family Residence	$300,000		$306,300		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$256,300	$1,533	$38

*The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less.

For 2018 the CPI cap is 2.1%, even though the City overall has a 8.6% increase in value.

Approximately 80% valued less than $100K

Approximately 10% valued between $100K and $150K

	Valuation	FY 2018 5.9790	*Valuation With 2.1% Increase	FY 2019 5.9790	Increase
Single Family Residence	$100,000		$102,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$52,100	$312	$13
Single Family Residence	$150,000		$152,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$102,100	$611	$13
Single Family Residence	$200,000		$202,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$152,100	$910	$13
Single Family Residence	$300,000		$306,300		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$256,300	$1,533	$38

FY2019 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.1518	7.5966	8.8212
2	Palm Bay	8.4500	7.7932	8.4500
3	Titusville	7.7900	7.2822	7.7900
4	Melbourne	7.1878	6.7370	7.1878
5	Rockledge	6.2000	5.8748	6.1500
6	Indialantic	6.2653	5.8930	6.0698
7	**Cocoa**	**5.9790**	**5.7902**	**5.9790**
8	Cocoa Beach	5.7298	5.3637	5.7298
9	Cape Canaveral	4.0190	3.8587	3.8500
10	West Melbourne	2.4633	2.3260	2.6017

*Note: Ranking is established using the Proposed Rate. (Data is updated as it becomes available)

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.7902
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 3.26% as a percent change of the rolled- back rate

City Council Questions/Comments



Public Hearing

Public comment on Adopting the Final Millage Rate

Requested action: Approve Resolution No. 2018-076 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019, which represents an increase of 3.26% over the Rolled-Back Rate of 5.7902.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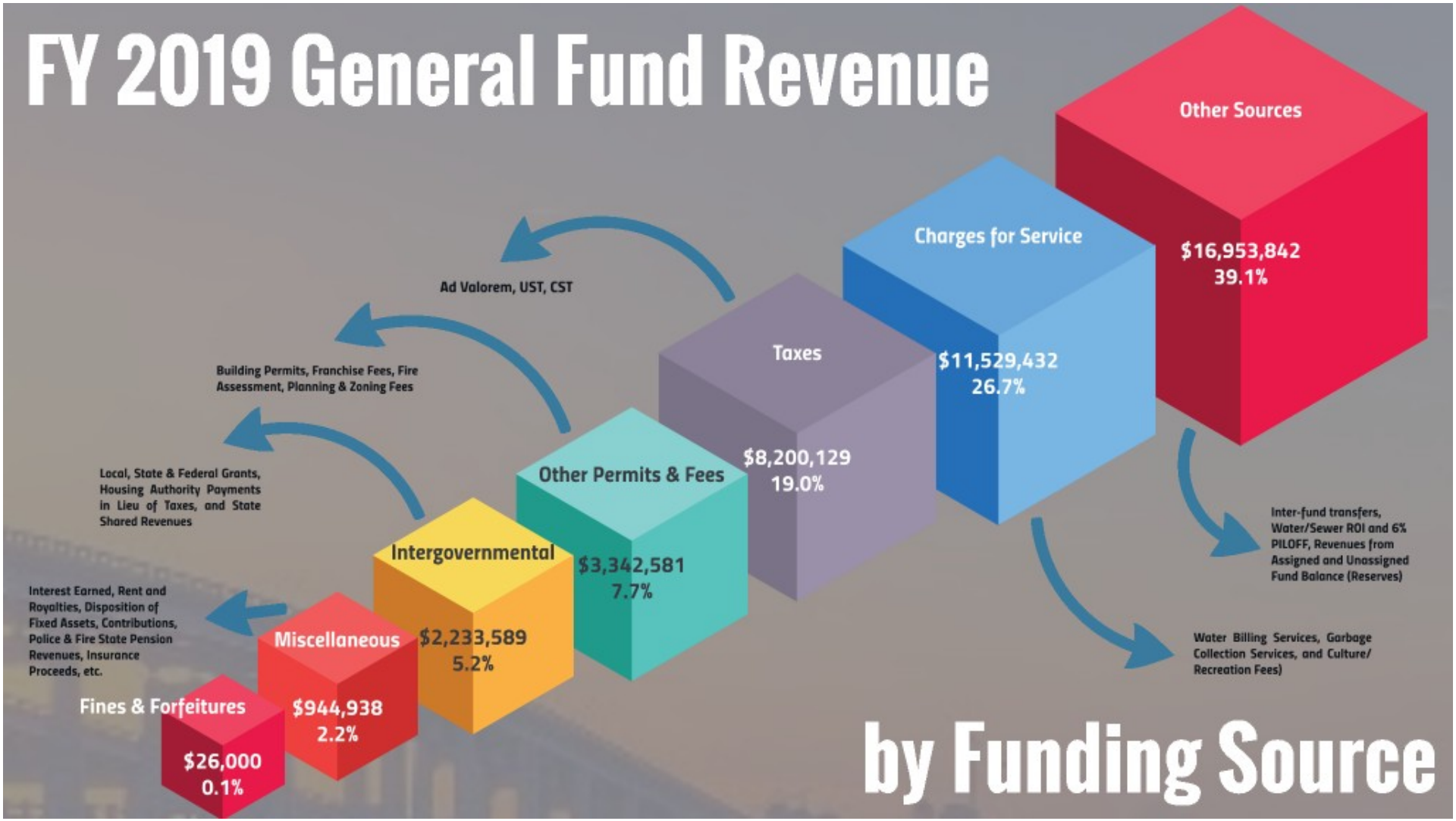
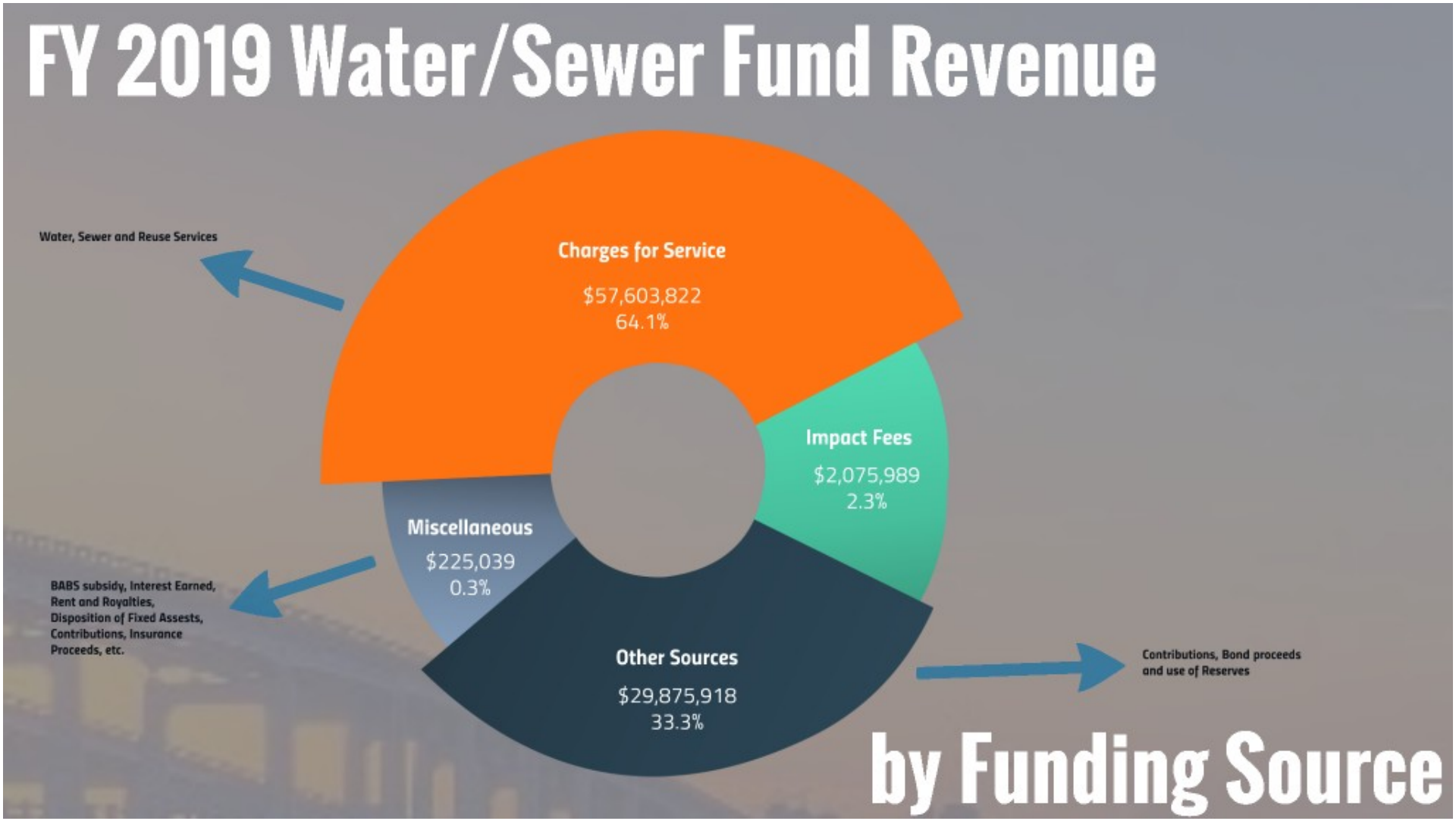
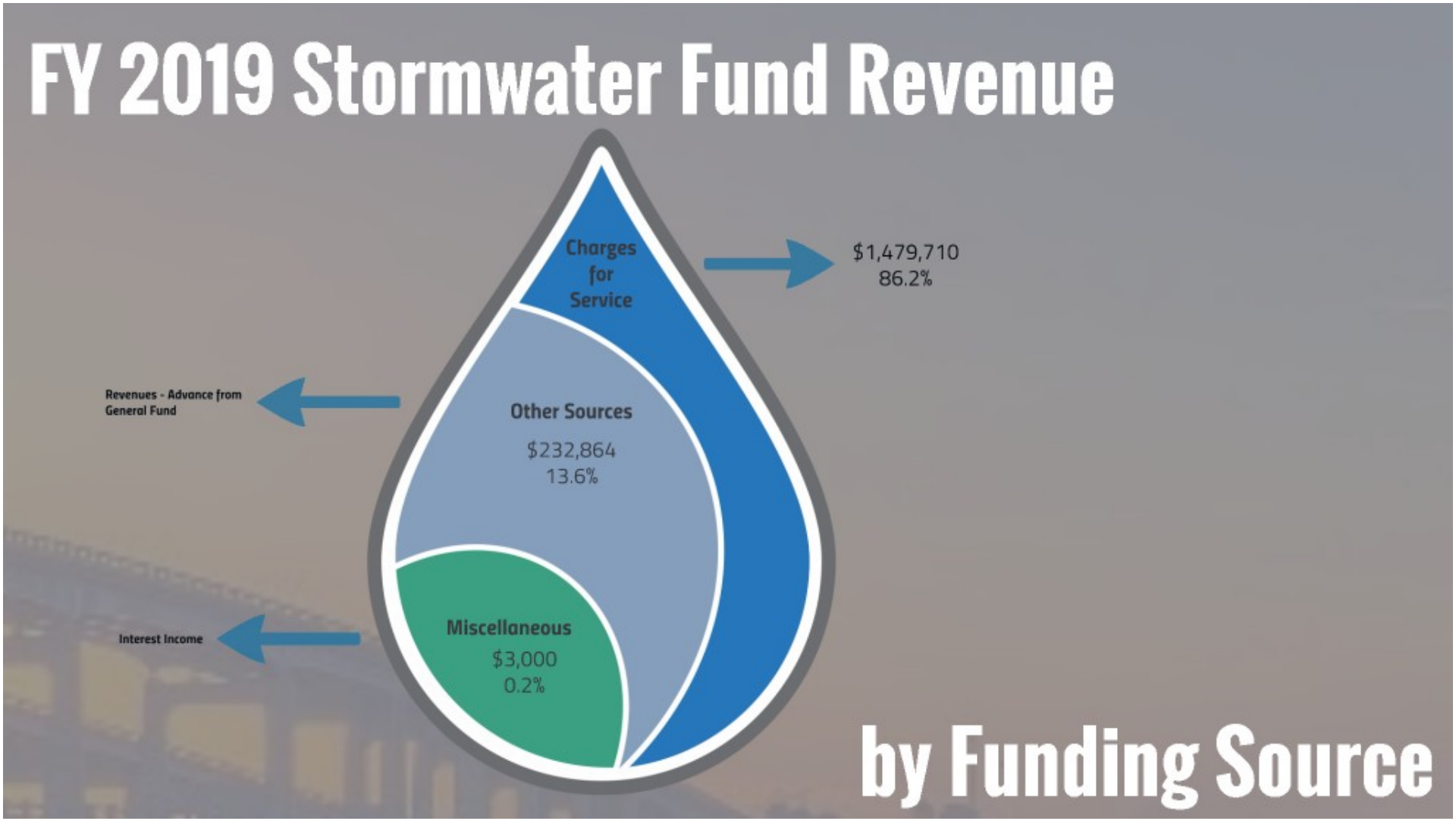

FY 2019 General Fund Revenue
Other Sources
$16,953,842
39.1%
Charges for Service
$11,529,432
26.7%
Taxes
$8,200,129
19.0%
Other Permits & Fees
$3,342,581
7.7%
Intergovernmental
$2,233,589
5.2%
Miscellaneous
$944,938
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Revenues from Assigned and Unassigned Fund Balance (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2019 Water/Sewer Fund Revenue
Water, Sewer and Reuse Services
Charges for Service
$57,603,822
64.1%
Impact Fees
$2,075,989
2.3%
Miscellaneous
$225,039
0.3%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,875,918
33.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2019 Stormwater Fund Revenue
Charges for Service
$1,479,710
86.2%
Revenues - Advance from General Fund
Other Sources
$232,864
13.6%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source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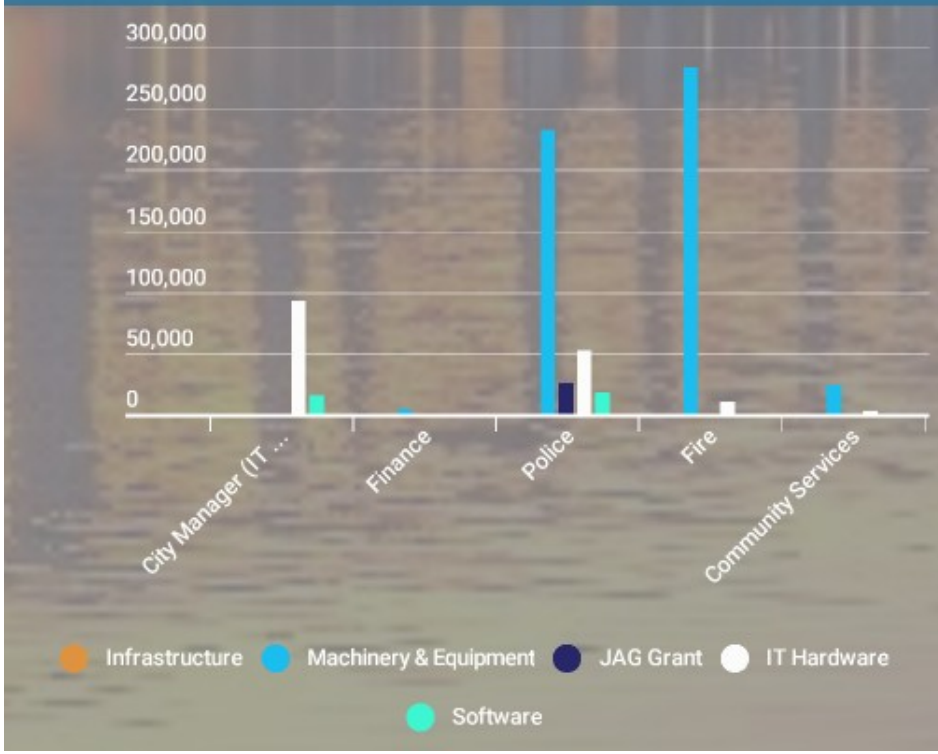
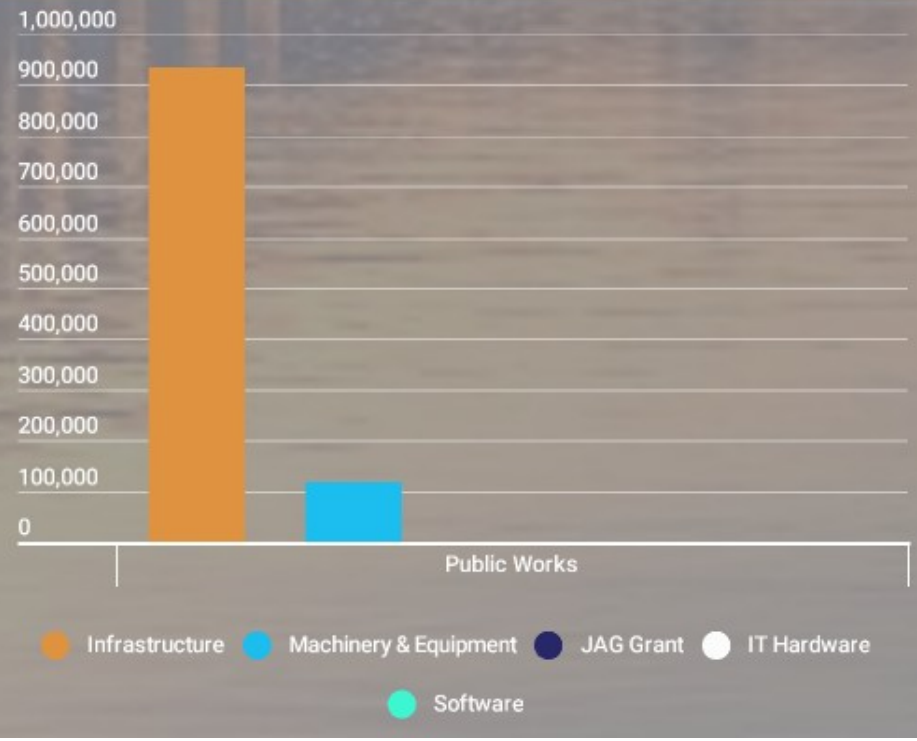
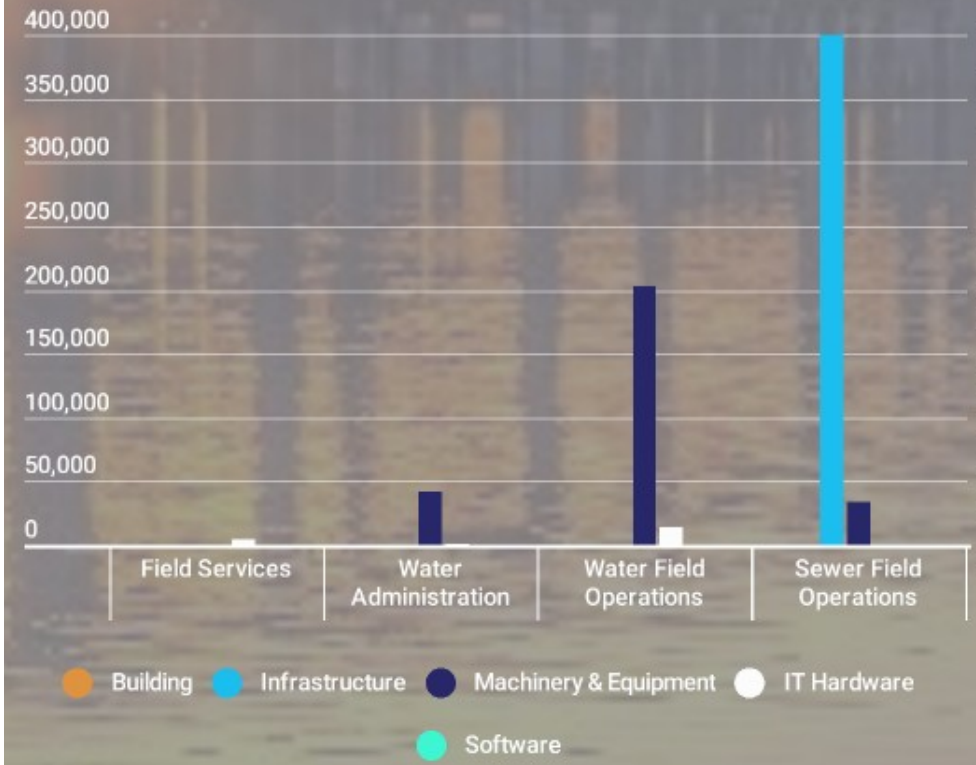
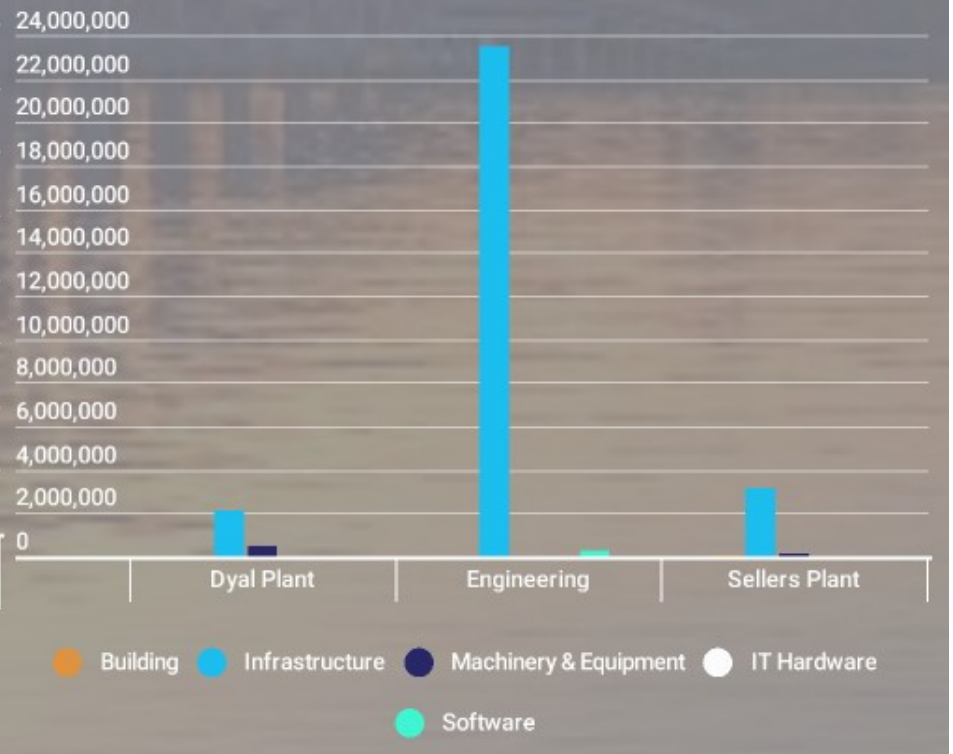
FY 2019 Proposed General Fund Capital Budget





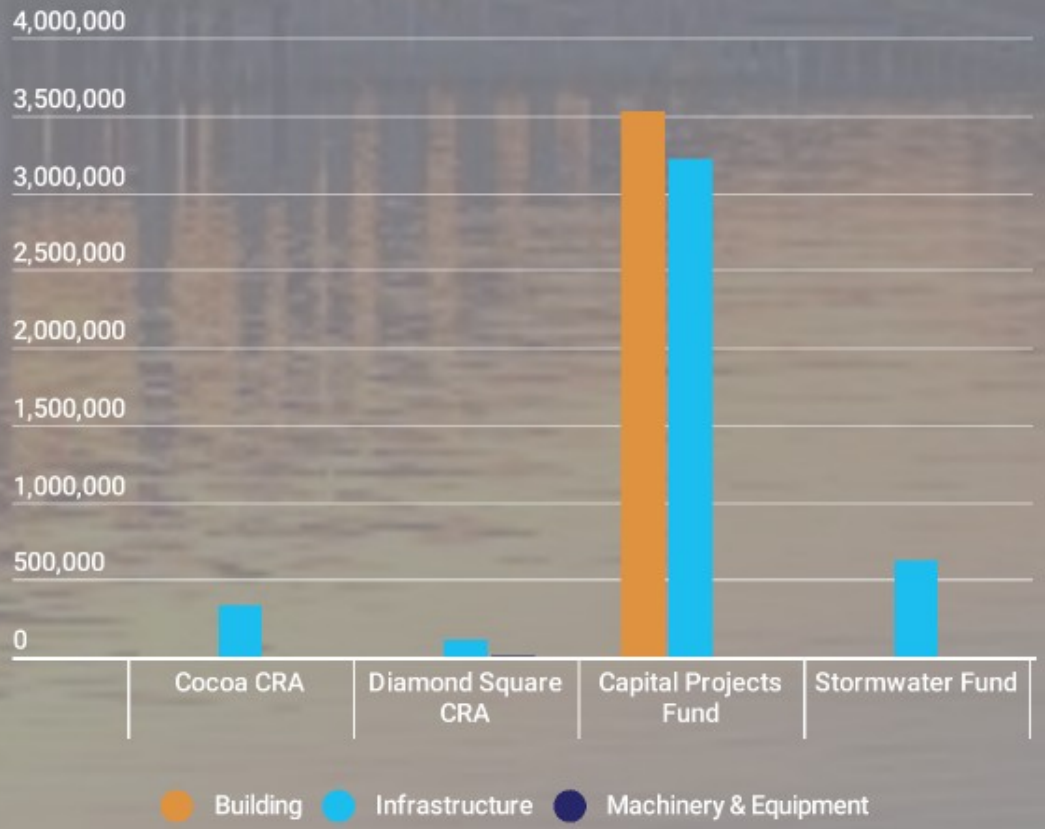
FY 2019 Proposed Water/Sewer Capital Budget





FY 2019 Proposed Capital Budget

Other Funds

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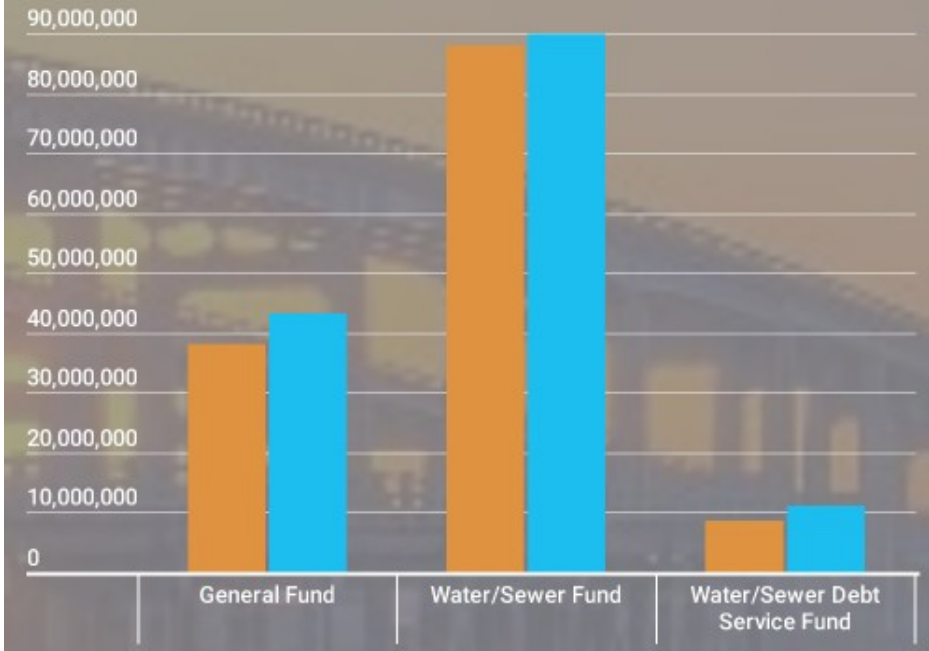
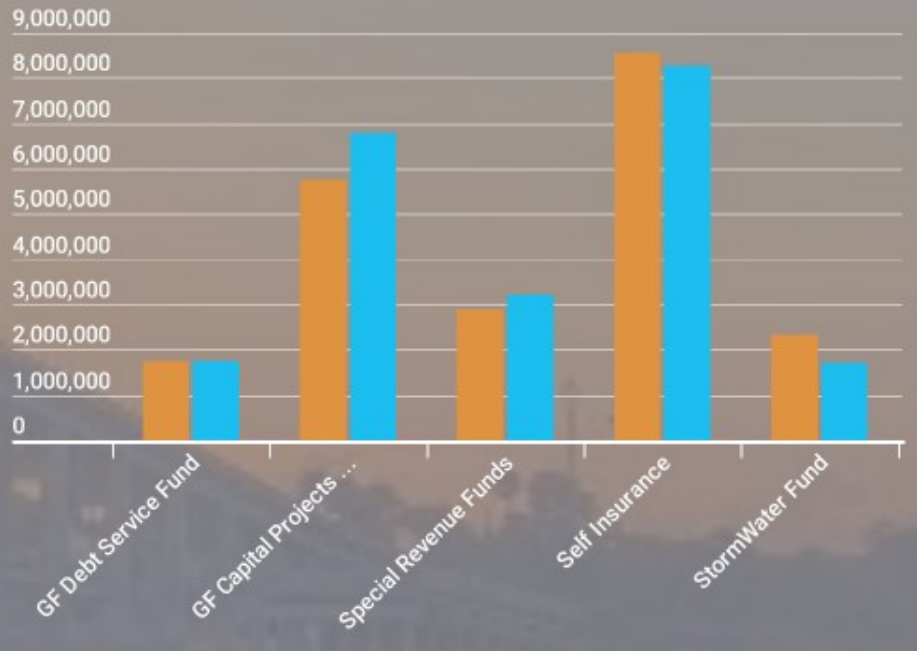
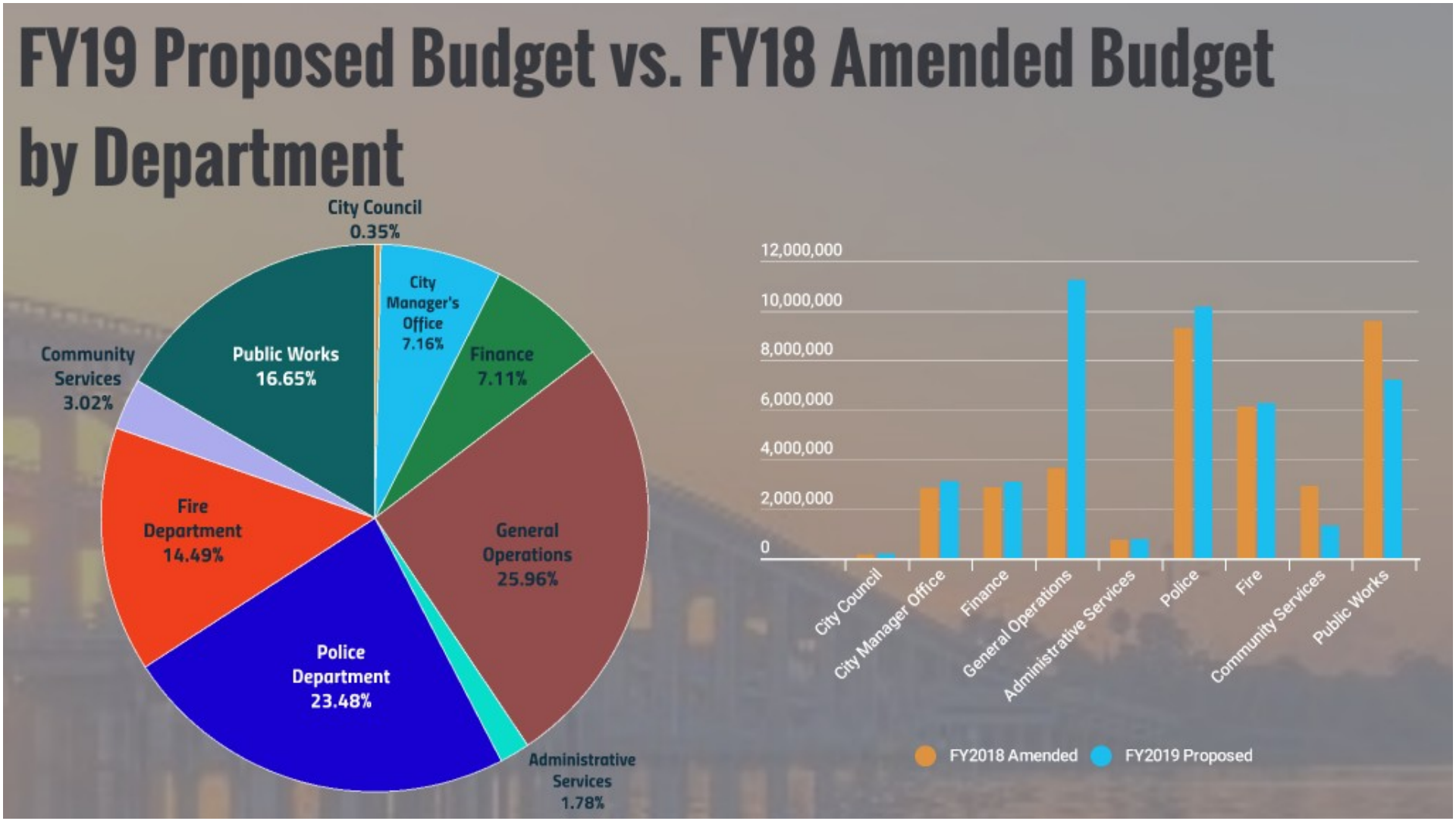
FY19 Proposed Budget vs. FY18 Amended Budget by Fund



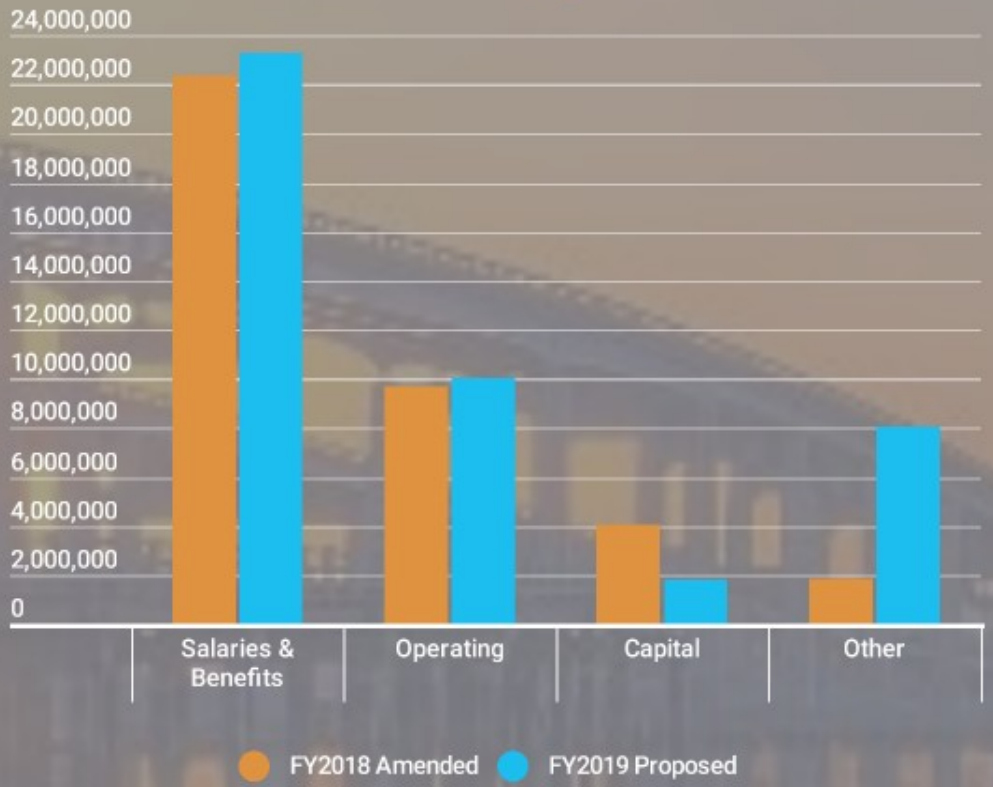


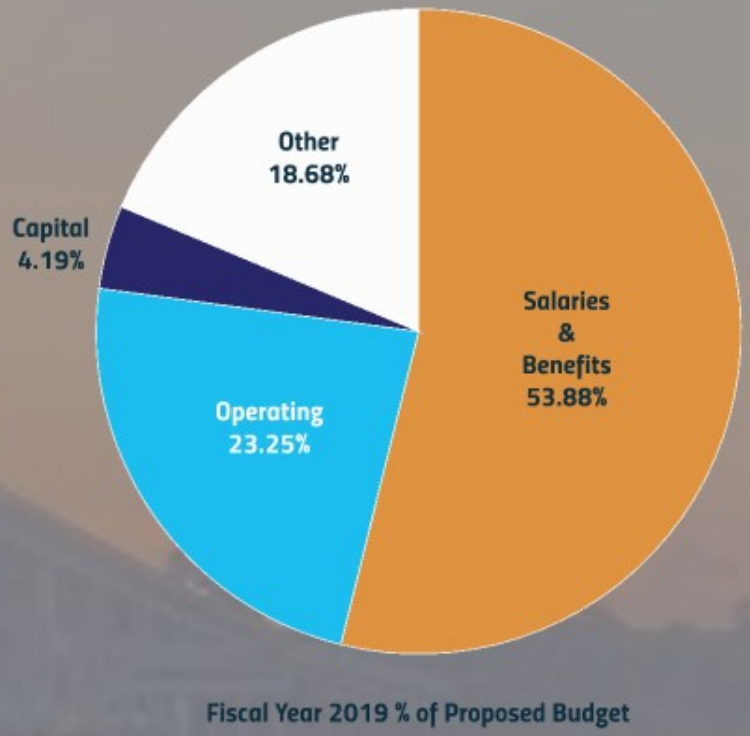


FY19 Proposed Budget vs. FY18 Amended Budget by Department

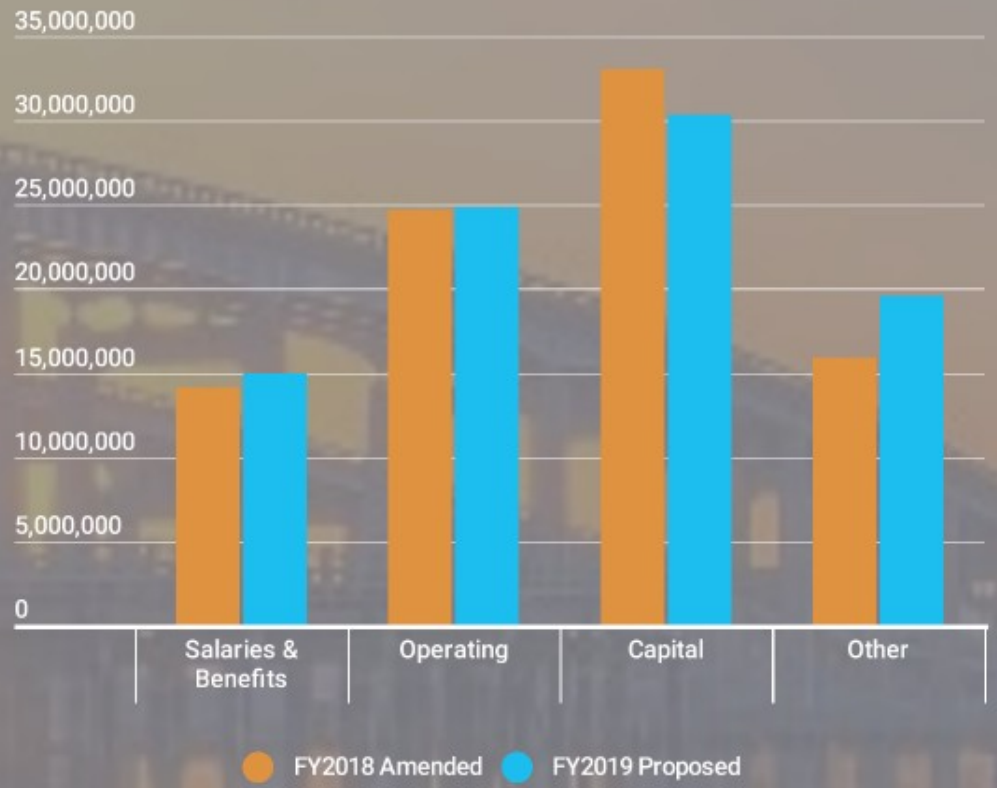


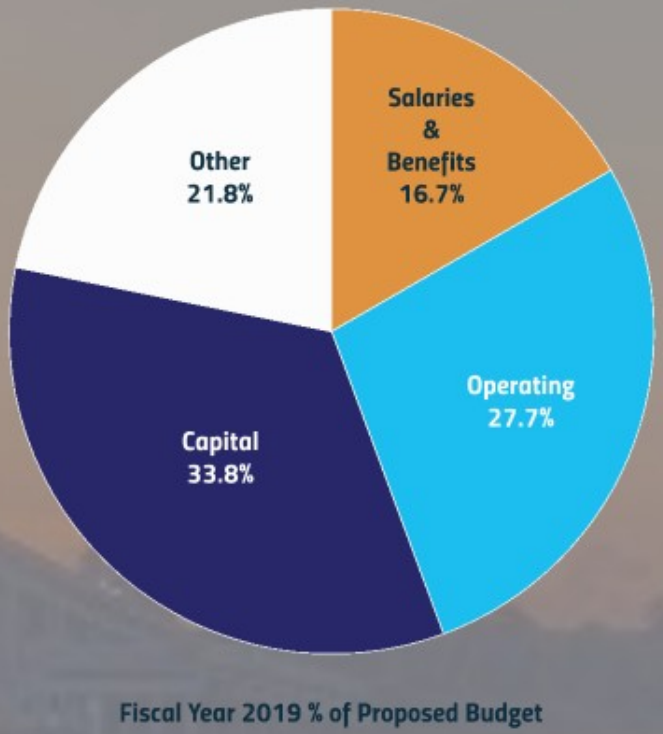
FY2019 Proposed Budget vs. FY2018 Amended Budget by General Fund Category





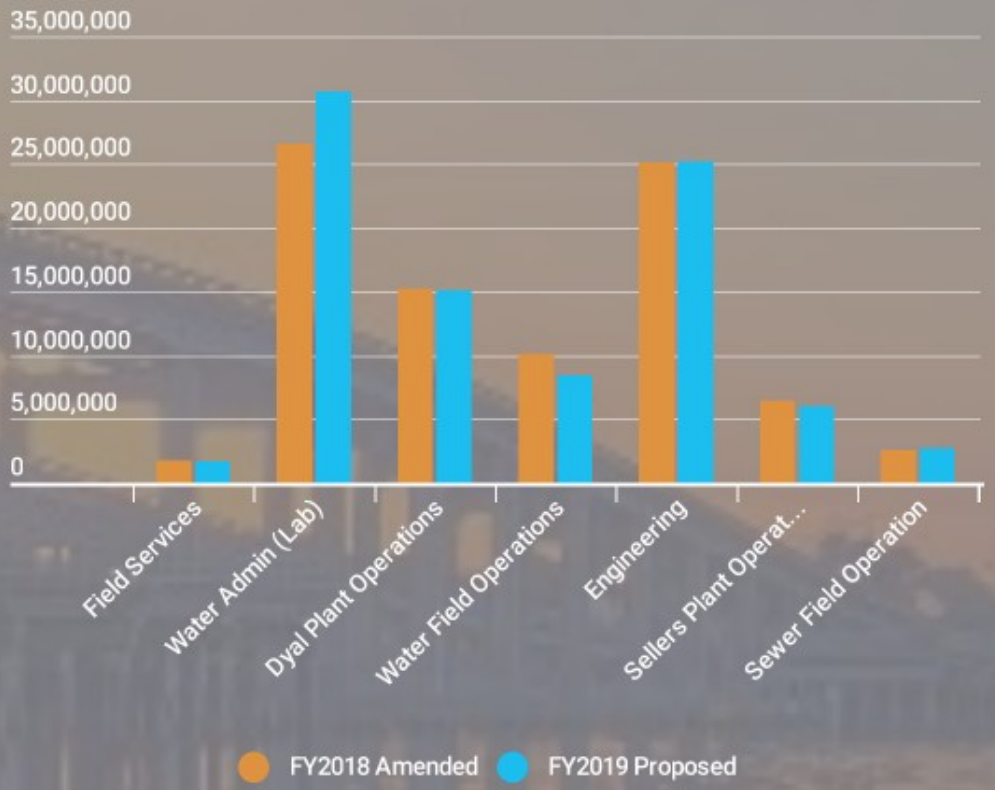
FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Category



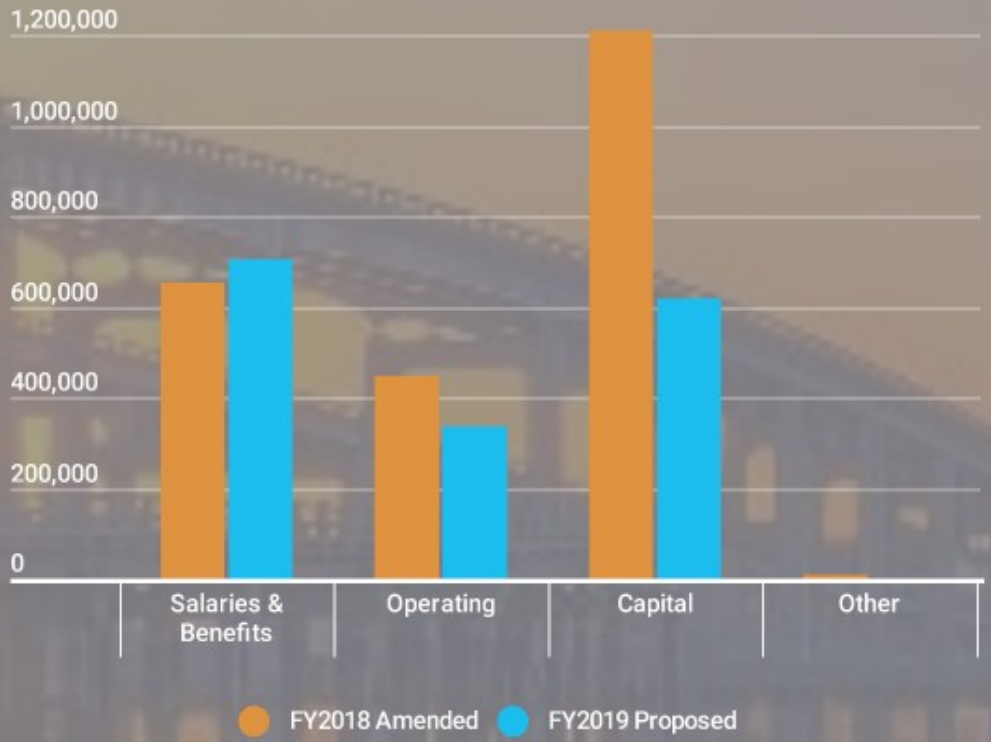


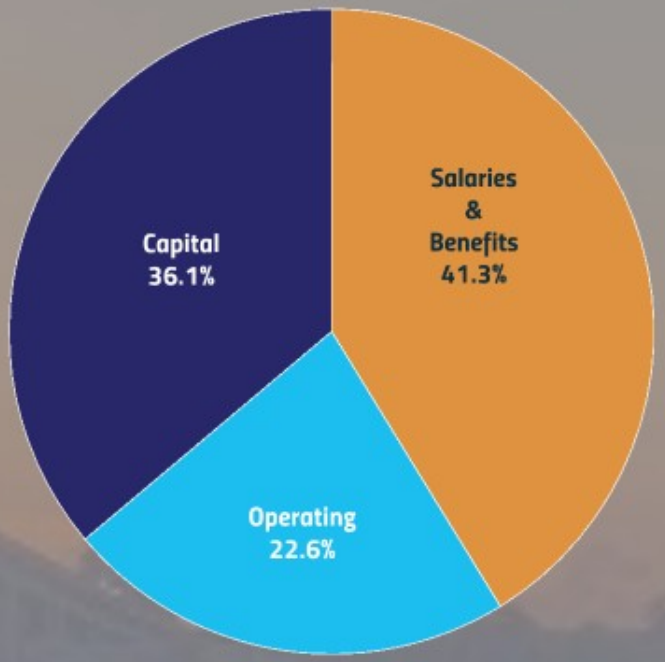
Fiscal Year 2019 % of Proposed Budget

FY 2019 Water/Sewer Fund Proposed Budget vs. FY 2018 Amended Budget by Division



FY 2019 Proposed Budget Stormwater Fund by Category





Fiscal Year 2019 % of Proposed Budget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QUESTIONS & DISCUSSION

Public Hearing

Public comment on 2nd Public Hearing for FY2019 Final Budget and CIP

Requested action: Approve Resolution No. 2018-077 adopting a Final Budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019.


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What's Next?



- Publication of the Fiscal Year 2019 Adopted Budget and CIP displayed on the City's website.
- Publication of the Fiscal Year 2019 Annual Budget Document.
- Publication of the Fiscal Year 2019 Budget at a Glance Pamphlet for public distribution.


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Legislation Details (With Text)

File #:	18-492	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/28/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Proclamation: Recognizing Cocoa Rotary for their many contributions to the City of Cocoa. (Deputy Mayor Blanco)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Rotary Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Recognizing Cocoa Rotary for their many contributions to the City of Cocoa.

BACKGROUND:

A proclamation was requested by Cocoa Rotary through Deputy Mayor Blanco for a Proclamation recognizing their many contributions to the City of Cocoa. Mayor Parrish approved the request.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Proclamation: Recognizing Cocoa Rotary for their many Contributions to the City of Cocoa.

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Rotary clubs bring dedicated individuals together to exchange ideas, build relationships, and take action; and*

WHEREAS, *the object of Rotary is to encourage and foster the ideal of service as a basis of worthy enterprise and, in particular, to encourage and foster; and*

WHEREAS, *Cocoa Rotary is made up of three parts: at the heart of Rotary are their clubs that are supported by Rotary International and the Rotary Foundation; and*

WHEREAS, *the Cocoa Rotary helps the community in many different ways such as "Josh the Otter" teaching water safety to children, and their continued support of the Boys and Girls Club, the Central Brevard Sharing Center, and several other organizations; and*

WHEREAS, *the Cocoa Rotary follows the basic ABC's which is to:* ***A****lways-Service above Self;* ***B****e a part of serving the community and world; and* ***C****ome and learn from local community leaders each week.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, do hereby recognize the Cocoa Rotary for their continued involvement and support of the Cocoa community.*

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 10th day of October, 2018.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	18-493	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/28/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Recognition of Mr. Chome Diefenderfer for the generous donation of trees around the Retention Pond at Wawa and the Dollar General Store. (Deputy Mayor Blanco)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Recognition of Mr. Chome Diefenderfer for the generous donation of trees around the Diamond Square Regional Stormwater Treatment Facility.

BACKGROUND:

After observing there were no trees around the recently completed Diamond Square Regional Stormwater Treatment Facility, Mr. Chome Diefenderfer, a resident of the City of Cocoa approached staff about the lack of trees around the Diamond Square Regional Stormwater Facility.

Mr. Diefenderfer spoke with Public Works Director Ed Wegerif and learned planting of trees was not included as part of the project due to budget constraints; however, irrigation lines and system components were installed for future plantings. Mr. Diefenderfer generously purchased and donated 6 Pine, 6 Cypress, and 6 Live Oak trees. Public Works crews planted the donated trees and installed heads on the irrigation system.

In light of his generosity and contribution to the community, and specifically the enhancements to the Diamond Square Regional Stormwater Facility, Deputy Mayor Blanco requested Mr. Diefenderfer be recognized for his contribution to the City.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Recognition of Mr. Chome Diefenderfer for the generous donation of trees around the Diamond Square Regional Stormwater Treatment Facility.

Legislation Details (With Text)

File #:	18-502	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/3/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	FY17 CAFR Award Presentation. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-454	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	9/14/2018		**In control:**	City Council	
On agenda:	10/10/2018		**Final action:**		
Title:	Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $339,796.50 for the annual milling and paving of various city streets,(Project # PW08SP), utilizing Brevard County Bid # B4-18-50, effective June 21, 2018 through June 20, 2019. Approve a Resolution adjusting the Fiscal Year 2019 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GOODSON PAVING PROPOSAL FY 2019 Goodson - Paving Notice of Award Other government agency use PAVING FY19 Budget Resolution FY 2019.pdf ~BAF-PW-Milling and Paving (10-10-18)~ Agenda 18-454 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2018
Agenda Date: October 10, 2018
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $339,796.50 for the annual milling and paving of various city streets,(Project # PW08SP), utilizing Brevard County Bid # B4-18-50, effective June 21, 2018 through June 20, 2019. Approve a Resolution adjusting the Fiscal Year 2019 budget.

BACKGROUND:

The City of Cocoa Public Works Department maintains approximately 79 miles of paved streets throughout the city. Funds are budgeted annually to mill and pave various streets based on the age and condition of the asphalt. One of the factors used is a pavement roadway assessment study as well as the amount of repairs made and utility work completed. All paving will include ADA Compliant handicap ramps as a separate project (PW18SM) where needed at sidewalks that intercept the roadway. Staff proposes to mill, pave and stripe the following streets in Fiscal Year 2018/2019: Brevard Ave, Delannoy Ave, Harrison St, Factory St, Stone St, Brevard Ct., Orange St., Derby St., Oak St and Lake Dr

STRATEGIC PLAN CONNECTION:

Newly paved streets are safer for vehicle traffic as well as enhancing the physical appearance of the City.

BUDGETARY IMPACT:

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

The projects were included in the adopted Fiscal Year 2019 budget under capital infrastructure (001-3510-63-00) and need to be classified as repair and maintenance.

Amount Requested	$339,797
Account Number	001-3510-541-46.00_
Account Name	Infrastructure (PW08SP)_

PREVIOUS ACTION:

Council has approved milling and paving projects in previous years

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $339,796.50 for the annual milling and paving of various city streets,(Project # PW08SP), utilizing Brevard County Bid # B4-18-50, effective June 21, 2018 through June 20, 2019.

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

September 14, 2018

TO: City of Cocoa Public Works

ATTN: Mike Giorgio

FROM: Chris Brunais

RE: City of Cocoa 2018 Milling & Paving (#6632) - Revised

PROPOSAL - REVISED

Scope of Work:

Milling and paving with SP-9.5 asphalt on various streets located in Cocoa, FL. This estimate is based on quantities provided by the City of Cocoa. Payment for these items of work will be made on actual construction quantities determined upon completion of work.

Oak Street

Milling	2,303 SY @ $2.20		=$ 5,066.60
Pave w/1.0"SP-9.5	175 TN @ $85.10		=$ 14,892.50
Temp Striping	1 LS @ $55.00		=$ 55.00
Thermo Striping	1 LS @ $110.00		=$ 110.00
		TOTAL	**=$ 20,124.10**

Derby Street

Milling	2,993 SY @ $2.20		=$ 6,584.60
Pave w/1.0"SP-9.5	225 TN @ $85.10		=$ 19,147.50
Temp Striping	1 LS @ $142.00		=$ 142.00
Thermo Striping	1 LS @ $350.00		=$ 350.00
		TOTAL	**=$ 26,224.10**

~~John Garron Lane~~

~~Milling~~	~~4,963 SY @ $2.20~~		~~=$ 10,918.60~~
~~Pave w/1.0" SP-9.5~~	~~375 TN @ $85.10~~		~~=$ 31,912.50~~
~~Temp Striping~~	~~1 LS @ $3,150.00~~		~~=$ 3,150.00~~
~~Thermo Striping~~	~~1 LS @ $5,845.00~~		~~=$ 5,845.00~~
		~~TOTAL~~	~~=$ 51,826.10~~

Orange Street

Milling	1,589 SY @ $2.20		=$ 3,495.80
Pave w/1.0"SP-9.5	120 TN @ $85.10		=$ 10,212.00
Temp Striping	1 LS @ $2,255.00		=$ 2,255.00
Thermo Striping	1 LS @ $3,980.00		=$ 3,980.00
		TOTAL	**=$ 19,942.80**

Stone Street

Milling	883 SY @ $2.20		=$ 1,942.60
Pave w/1.0"SP-9.5	70 TN @ $85.10		=$ 5,957.00
Temp Striping	1 LS @ $1,195.00		=$ 1,195.00
Thermo Striping	1 LS @ $2,250.00		=$ 2,250.00
		TOTAL	**=$ 11,344.60**

Factory Street

Milling	1,478 SY @ $2.20		=$ 3,251.60
Pave w/1.0"SP-9.5	112 TN @ $85.10		=$ 9,531.20
Temp Striping	1 LS @ $1,110.00		=$ 1,110.00
Thermo Striping	1 LS @ $2,045.00		=$ 2,045.00
		TOTAL	**=$ 15,937.80**

Brevard Court

Milling	927 SY @ $2.20		=$ 2,039.40
Pave w/1.0"SP-9.5	70 TN @ $85.10		=$ 5,957.00
Temp Striping	1 LS @ $190.00		=$ 190.00
Thermo Striping	1 LS @ $390.00		=$ 390.00
		TOTAL	**=$ 8,576.40**

Street behind St. Mark's

Milling	1,662 SY @ $2.20		=$ 3,656.40
Pave w/1.0"SP-9.5	125 TN @ $85.10		=$ 10,637.50
Temp Striping	1 LS @ $715.00		=$ 715.00
Thermo Striping	1 LS @ $1,240.00		=$ 1,240.00
		TOTAL	**=$ 16,248.90**

Church Street to Delannoy			
Milling	1,310 SY @ $2.20		=$ 2,882.00
Pave w/1.0"SP-9.5	100 TN @ $85.10		=$ 8,510.00
Temp Striping	1 LS @ $1,615.00		=$ 1,615.00
Thermo Striping	1 LS @ $3,435.00		=$ 3,435.00
		TOTAL	**=$ 16,442.00**
Delannoy Avenue			
Milling	3,012 SY @ $2.20		=$ 6,626.40
Pave w/1.0"SP-9.5	226 TN @ $85.10		=$ 19,232.60
Temp Striping	1 LS @ $3,140.00		=$ 3,140.00
Thermo Striping	1 LS @ $5,715.00		=$ 5,715.00
		TOTAL	**=$ 34,714.00**
Harrison Street			
Milling	962 SY @ $2.20		=$ 2,116.40
Pave w/1.0"SP-9.5	75 TN @ $85.10		=$ 6,382.50
Temp Striping	1 LS @ $220.00		=$ 220.00
Thermo Striping	1 LS @ $395.00		=$ 395.00
		TOTAL	**=$ 9,113.90**
Oleander Street			
Milling	1,095 SY @ $2.20		=$ 2,409.00
Pave w/1.0"SP-9.5	85 TN @ $85.10		=$ 7,233.50
Temp Striping	1 LS @ $315.00		=$ 315.00
Thermo Striping	1 LS @ $535.00		=$ 535.00
		TOTAL	**=$ 10,492.50**
Brevard Avenue			
Milling	9,938 SY @ $2.20		=$ 21,863.60
Pave w/1.0"SP-9.5	745 TN @ $85.10		=$ 63,399.50
Temp Striping	1 LS @ $9,350.00		=$ 9,350.00
Thermo Striping	1 LS @ $17,975.00		=$ 17,975.00
		TOTAL	**=$112,588.10**
Lake Drive			
Milling	2,542 SY @ $3.15		=$ 8,007.30
Pave w/1.0"SP-9.5	200 TN @ $85.10		=$ 17,020.00
Striping (Temp. & Thermo)	1 LS @ $13,020.00		=$ 13,020.00
		TOTAL	**=$ 38,047.30**
		GRAND TOTAL	**=[redacted]**

$ 339,796.50

Notes:

1. Payment is to be made within 30 days after completion of work. City of Cocoa agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
2. Prices will be honored for 30 days from the date of this proposal.
3. New asphalt pavement takes approximately 60 days to cure. During this period it is possible for pavement scuffing (i.e. tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
4. Asphalt prices for this proposal are based on the current Brevard County Contract #B-4-18-50.

Exclusions are as follows:

Fees, Bonds or Permits
Weekend, Holiday, or Night Work
Testing
Saw Cutting
Utility Risers
Survey or Layout

APPROVED & ACCEPTED BY:

GOODSON PAVING, INC.:	CITY OF COCOA:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: June 21, 2018
BID# B-4-18-50/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan, McLester

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
VA Paving	**YES**	**Per attached tabulation**	**$3,000,000 annually (Estimate only).**
Goodson Paving	YES	**Per attached tabulation**	
Preferred Materials	YES	**Per attached tabulation**	
Community Asphalt	YES	**Per attached tabulation**	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Jonathan McLester, Procurement Supervisor

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; and Jon McLester, Central Services

FOR PURCHASING USE ONLY:
ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: June 21, 2018 ENDING DATE: June 20, 2019
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), one (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

____JM

Bid B-4-18-50/Asphaltic Concrete
Opening Date and Time: June 12, 2018 @ 2:00 p.m.
Posted: June 13, 2018 @ 2:30 p.m. through June 20, 2018 @ 5:00 p.m.

BID TABULATION

Primary, Secondary, Third	Fourth		VA Paving		Goodson Paving			Preferred Materials			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$78.69 Ton	$110.00 Ton	$150.00 Ton	$85.10 Ton	$115.50 Ton	**$162.50 Ton**	$85.66 Ton	$110.00 Ton	$155.00 Ton	**$125.00 Ton**	$135.00 Ton	$140.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.69 Ton	$110.00 Ton	$150.00 Ton	$84.80 Ton	$115.50 Ton	**$158.00 Ton**	$81.86 Ton	$107.00 Ton	$154.00 Ton	**$120.00 Ton**	**$130.00 Ton**	$135.00 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	**$185.00 Ton**			$182.00 Ton			**$176.00 Ton**			$184.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.00 Ton			$112.25 Ton			$125.00 Ton			**$160.00 Ton**		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.00 Ton			**$115.50 Ton**			$110.00 Ton			**$145.00 Ton**		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$400.00 Ton			$460.00 Ton			$500.00 Ton			**$400.00 Ton**		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$300.00 Ton			**$300.00 Ton**			$500.00 Ton			$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$225.00 Ton			$270.00 Ton			**$400.00 Ton**			$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$9.50 Gal			**N/A**			**$7.00 Gal**		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			**$0.62 SY**			**$1.00 SY**			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.60 SY			$1.20 SY			$1.00 SY			**$0.75 SY**		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	**$3.00 SY**		$310.00 Ton	$3.05 SY		**$500.00 Ton**	**$7.00**		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	**$62.50 Ton**			**N/A**			$73.00 Ton			$74.90 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$2.00 L.F.**			**$5.05 LF**			$2.50 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$5.00 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$2.50 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$2.00 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$2.00 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$35.00 Ton			$5.35 Ton		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above.

SUBMIT SEALED BID TO:			INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940		Brevard COUNTY Purchasing Services	Bid Acknowledgment
PROCUREMENT ANALYST: Jon McLester jonathan.mclester@brevardfl.gov	(321) 617-7390 Ext. 5-6049	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Goodson Paving, Inc.
430 Cidco Road
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — TITLE

6/11/18 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 11 day of June 2018

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 85.10 Ton	$ 115.50 Ton	$ 162.50 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 84.80 Ton	$ 115.50 Ton	$ 158.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 182.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 118.25 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 115.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 450.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 300.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 270.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 3.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ .62 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.20 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 310.00 Ton	$ 3.05 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ N/a Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 5.05 L.F.		
Night Work	Cost per ton	$ 18.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.90 SY		
	SY $2,501 - 5,000	$ 3.15 SY		
	SY 5,001 to 15,000	$ 2.90 SY		
	SY 15,001 and over	$ 2.20 SY		
Asphalt Millings for Pickup FOB at Plant		$ 28.00 Ton		

Plant Locations: VA Paving - Cocoa, Preferred Materials - Melbourne, Orlando Paving - Orlando

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? ✓ Yes / _____ No

Addendum Acknowledgment:

Add. No. #1 Dated 6/7/18 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any 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 only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

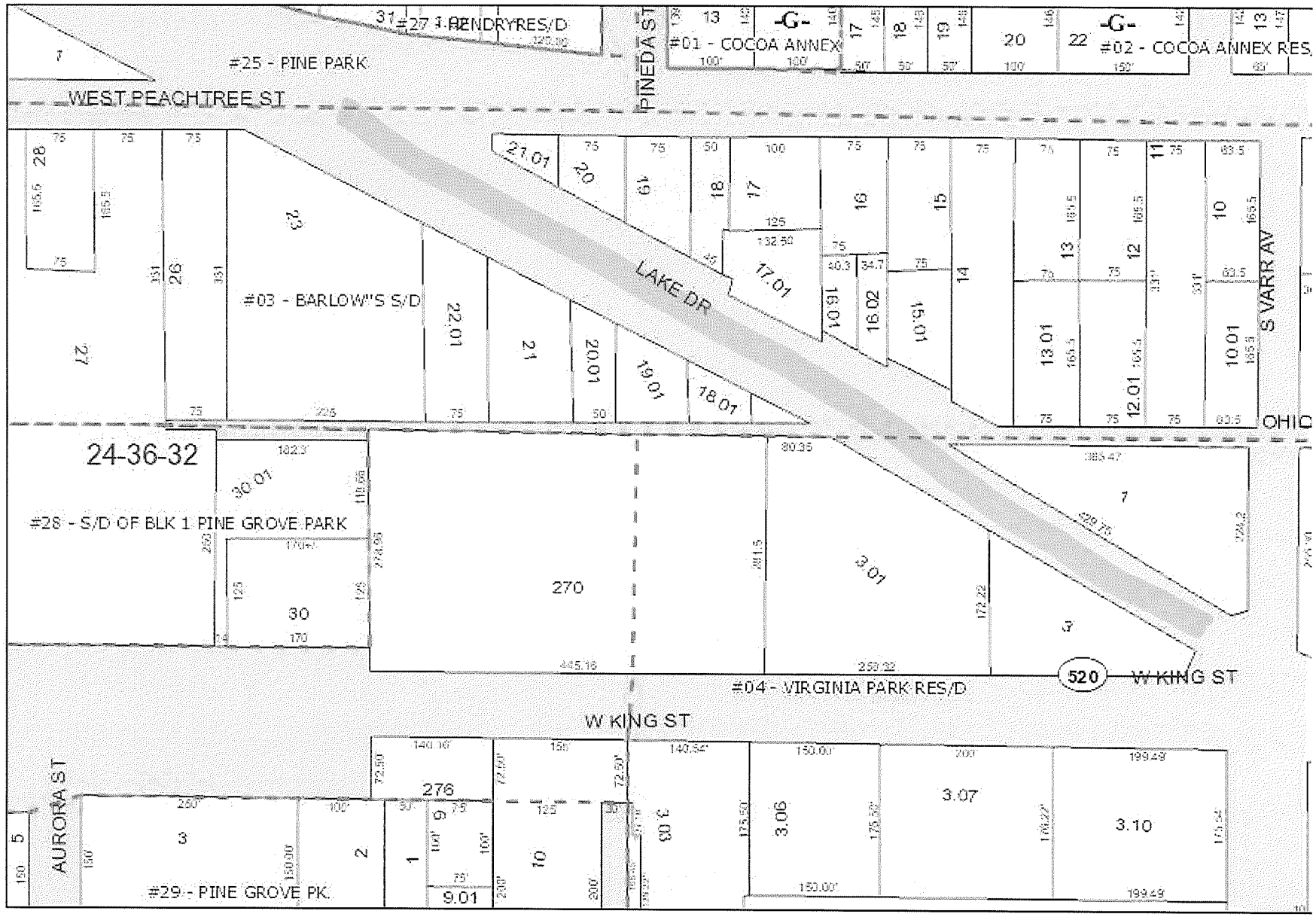
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

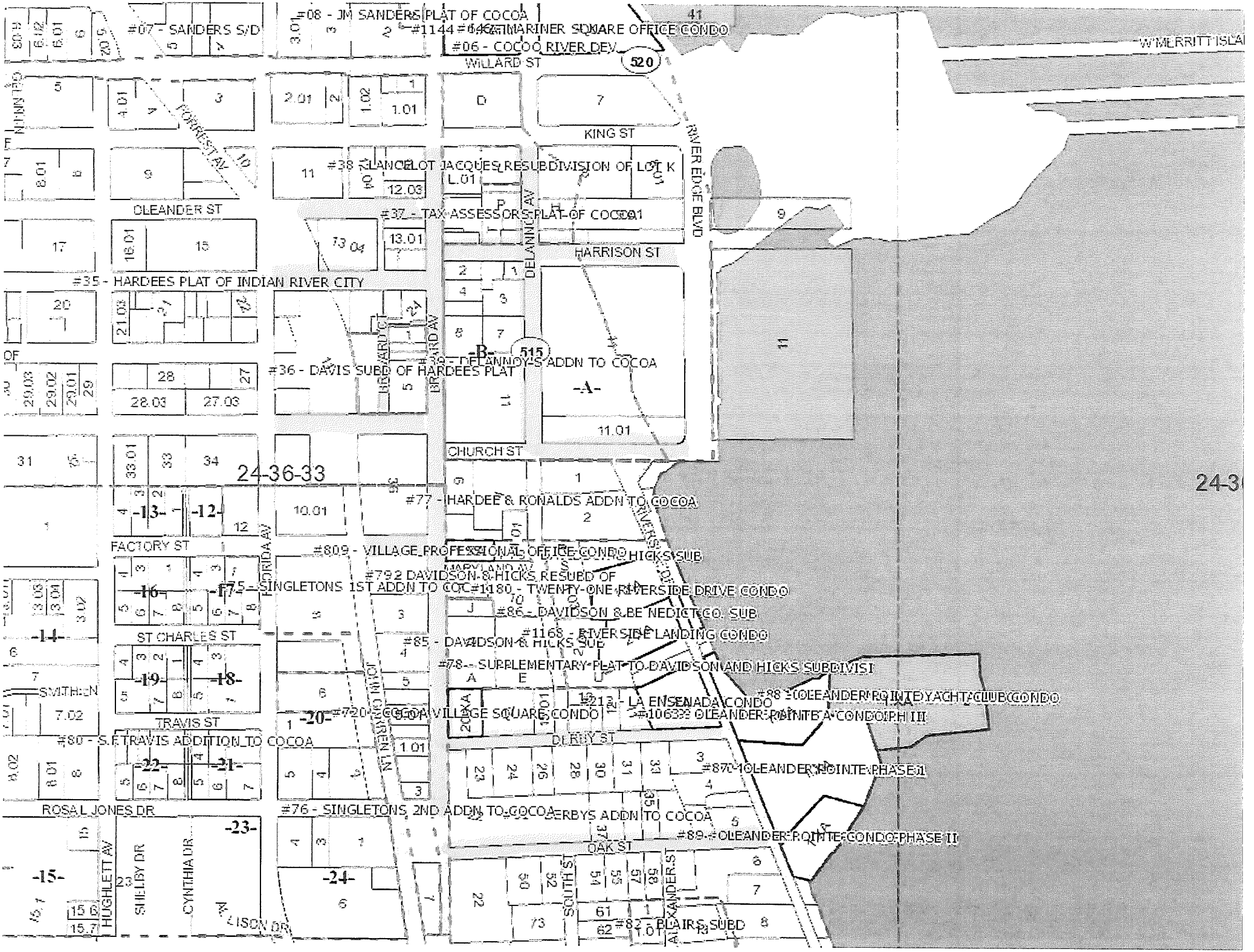
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

Brevard County Property Appraiser




#08 - JM SANDERS PLAT OF COCOA
#07 - SANDERS S/D
#1144 - MARINER SQUARE OFFICE CONDO
#06 - COCOA RIVER DEV
WILLARD ST
520
W MERRITT ISLA
KING ST
RIVER EDGE BLVD
#38 - LANCELOT JACQUES RESUBDIVISION OF LOT K
OLEANDER ST
#37 - TAX ASSESSORS PLAT OF COCOA
DELANNOY AV
HARRISON ST
#35 - HARDEES PLAT OF INDIAN RIVER CITY
#36 - DAVIS SUBD OF HARDEES PLAT
BROADWAY
-B-
515
-A-
DELANNOY'S ADDN TO COCOA
CHURCH ST
24-36-33
#77 - HARDEE & RONALDS ADDN TO COCOA
FACTORY ST
#809 - VILLAGE PROFESSIONAL OFFICE CONDO
#792 DAVIDSON & HICKS RESUBD OF
SINGLETONS 1ST ADDN TO COC
#1180 - TWENTY-ONE RIVERSIDE DRIVE CONDO
#86 - DAVIDSON & BENEDICT CO. SUB
#1168 - RIVERSIDE LANDING CONDO
ST CHARLES ST
#85 - DAVIDSON & HICKS SUB
#78 - SUPPLEMENTARY PLAT TO DAVIDSON AND HICKS SUBDIVISI
#88 - OLEANDER POINTE YACHT CLUB CONDO
#213 - LA ENSENADA CONDO
#10633 - OLEANDER POINTE CONDO PH III
TRAVIS ST
#720 - COCOA VILLAGE SQUARE CONDO
#80 - S E TRAVIS ADDITION TO COCOA
DERBY ST
#870 - OLEANDER POINTE PHASE I
ROSA L JONES DR
#76 - SINGLETONS 2ND ADDN TO COCOA
ERBYS ADDN TO COCOA
#89 - OLEANDER POINTE CONDO PHASE II
OAK ST
HUGHLETT AV
SHELBY DR
CYNTHIA DR
ALLISON DR
SOUTH ST
ALEXANDER ST
#82
BLAIRS SUBD
-12-
-13-
-14-
-15-
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-22-
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-24-

RESOLUTION NO. 2018-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 3

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/01/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 339,797)	001-3510-541.63-00	PW08SP	INFRASTRUCTURE	$ 495,000	$ 409,680	$ 69,883	$ 69,883
$ 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
($ 339,797)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 339,797	001-3510-541.46-00	PW08SP	REPAIRS & MAINTENANCE	$ 90,500	$ 175,820	$ 515,617	$ 515,617
$ 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
$ 339,797	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City proposes to enter into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $339,796.50 for the annual milling and paving of various city streets,(Project # PW08SP), utilizing Brevard County Bid # B4-18-50, effective June 21, 2018 through June 20, 2019. Funds are budgeted annually to mill and pave various streets based on the age and condition of the asphalt. Staff proposes to mill, pave and stripe the following streets in Fiscal Year 2018/2019: Brevard Ave, Delannoy Ave, Harrison St, Factory St, Stone St, Brevard Ct., Orange St., Derby St., Oak St and Lake Dr. Agenda 18-454.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-095

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/1/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.01 10:44:33 -04'00')	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 12:05:24 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/1/18	Everett J. Wegerif	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 12:05:38 -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 9/25/18 - IT

Legislation Details (With Text)

File #:	18-455	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	9/14/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve entering into a co-operative purchase agreement and issuing a purchase order in the amount of $85,320.00 to Goodson Paving for the removal and re-construction of ADA Compliant curb ramps (PW18SM) in the Cocoa Village area as part of the milling and paving project (PWO8SP) utilizing Brevard County Bid B-4-17-02, effective October 1, 2018 through December 31, 2018. Approve a Resolution adjusting the Fiscal Year 2019 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Goodson Concrete Other government agency use Bid#6613 Cocoa Village ADA Ramps Proposal - Revised Budget Resolution FY 2019.pdf BAF-PW-ADA Compliance (10-10-18)~ Agenda 18-455 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2018
Agenda Date: October 10, 2018
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement and issuing a purchase order in the amount of $85,320.00 to Goodson Paving for the removal and re-construction of ADA Compliant curb ramps (PW18SM) in the Cocoa Village area as part of the milling and paving project (PWO8SP) utilizing Brevard County Bid B-4-17-02, effective October 1, 2018 through December 31, 2018. Approve a Resolution adjusting the Fiscal Year 2019 budget.

BACKGROUND:

The sidewalks and curb ramps were installed many years ago. Most of the curb ramps do not comply with the American's with Disability Act as they do not have the required slope or width. Additionally some areas do not have any curb ramps at all. This project will bring all the curb ramps at street crossings into compliance. This project is also being done in conjunction with the milling, paving and striping of downtown area streets

STRATEGIC PLAN CONNECTION:

ADA Compliant Curb Ramps are safer for pedestrians while also reducing the liability to the city

BUDGETARY IMPACT:

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

The projects were included in the adopted Fiscal Year 2019 budget under capital infrastructure (001-3510-63-00) and need to be classified as repair and maintenance.

Amount Requested	$60,203.00
Account Number	001-3510-541-46.00_
Account Name	Infrastructure (PW08SP)_

Amount Requested	$25,117.00
Account Number	001-3510-541-46.00
Account Name	Infrastructure (PW18SM)

PREVIOUS ACTION:

This project is part of the City's annual re-paving plan.

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement and issuing a purchase order in the amount of $85,320.00 to Goodson Paving for the removal and re-construction of ADA Compliant curb ramps (PW18SM) in the Cocoa Village area as part of the milling and paving project (PWO8SP) utilizing Brevard County Bid B-4-17-02, effective October 1, 2018 through December 31, 2018.

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone (321) 617-7390
Facsimile (321) 617-7391

July 23, 2018

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926
Email: goodsonpaving@bellsouth.net

Dear Mr. Goodson:

This letter is to notify you of the intent to extend **B-4-17-02, Concrete Sidewalk, Curb, and Gutter Construction.** The effective dates of this extension will be **10/01/18** to **12/31/18**.

If Goodson Paving, Inc. is interested in extending this bid, please respond by signing to the understanding of the extension for B-4-17-02, Concrete Sidewalk, Curb, and Gutter Construction. A new purchase order will be issued to you to cover the extension period, if so agreed upon.

I, Travis Goodson, of Goodson Paving, Inc. **agree to** extend subject contract through 12/31/18, under the same terms, pricing and conditions.

If Goodson Paving, Inc. is not interested in extending this contract, please complete and sign the following statement:

I, _____, of _____ **do not agree** to extend subject contract.

_____ 7/25/18
Authorized Vendor Signature Date

If extending, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Jon McLester at (321) 617-7390. Please email your response to Karen DiNatale at karen.dinatale@brevardfl.gov. Your attention to this matter is greatly appreciated.

Sincerely,

Jonathan McLester
Purchasing Supervisor

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone (321) 617-7390
Facsimile (321) 617-7391

September 14, 2017

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926
Email: goodsonpaving@bellsouth.net

Dear Mr. Goodson:

This letter is to notify you of the intent to renew **B-4-17-02, Concrete Sidewalk, Curb, and Gutter Construction**. The effective dates of this renewal will be **10/01/17** to **09/30/18**.

If Goodson Paving, Inc. is interested in continuing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for B-4-17-02, Concrete Sidewalk, Curb, and Gutter Construction. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

Additionally, the County would like to secure pricing on additional items, included in the attached. Please complete the attached form and return with your renewal if interested.

I, Travis Goodson, of Goodson Paving **agree to** renew subject contract through 9/30/18, under the same terms, pricing and conditions.

If Goodson Paving, Inc. is not interested in renewing this contract, please complete and sign the following statement:

I, _____, of _____ **do not agree** to renew subject contract.

_____ 9/29/17
Authorized Vendor Signature — Date

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice. Brevard County reserves the right to re-bid all items on this bid if renewals are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Jon McLester at 321-617-7390. Please email your response to Karen DiNatale at karen.dinatale@brevardfl.gov. Your attention to this matter is greatly appreciated.

Sincerely,

Leslie Rothering, Manager
Purchasing Services

PA

Concrete Sidewalk, Curb, and Gutter Construction
Bid #B-4-17-02
Add-on Items

Item	Description	Unit	Unit Price
1	DEMO 6 INCH CONCRETE SIDEWALK	SY	22.05
2	DEMO 12 INCH CONCRETE SIDEWALK	SY	69.60
3	DEMO 6 INCH DRIVEWAY	SY	19.15
4	DEMO CURB	LF	9.35
5	PEDWAY SUBGRADE 6" THICK COMPACTED TO MIN. 98% DENSITY PER AASHTO T-180	SY	5.10
6	FINAL GRADING FOR SOD	SY	14.25
7	MOT TWO LANE TWO WAY, WORK WITHIN THE TRAVEL WAY, INDEX 603	DAY	1,175.00
8	MOT MULTILANE, WORK WITHIN THE TRAVEL WAY, MEDIAN OR OUTSIDE LANE INDEX 613	DAY	1,750.00

NOTES: Sidewalk slopes and ramps shall meet ADA requirements and those of FDOT index 304.
All areas disturbed by construction shall be fine graded for sod . Sod installed by others.
Contractor shall be responsible for restoration of any items damaged during construction process.

AUTHORIZED SIGNATURE 

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
October 18, 2016
BID# B-4-17-02/Concrete Sidewalk, Curb and Gutter Construction

PROCUREMENT ANALYST: Jonathan McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	TOTAL OF FIVE SAMPLE PROJECTS	CITY/STATE
Goodson Paving	**YES**	**ALL - Primary**	**$435,118.08**	**Cocoa, FL**
P.A.V.C.O.	***YES***	***All - Secondary***	***$469,274.00***	***Melbourne, FL***
Professional Services Group	YES	NONE	$479,609.74	Deland, FL
RMS Constructors	YES	NONE	$956,665.00	Orlando, FL

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Leslie Rothering
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Leslie Rothering, Purchasing Manager

☒ Award to Overall Lowest, most Responsive, minimum three bids received.

☐ Award to other than low, with low bid being non-responsive: (copy to Manager)
REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; and Jon McLester, Central Services/Purchasing

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE 10/18/16 ENDING DATE 09/30/17
RENEWAL OPTION ☒ One year ☐ Other (fill in)

☐ Prompt Payment Discount Offered ☐ Yes_____(Terms) ☒NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance. (On file for Goodson)

☐ Please provide performance and payment bonds as required.

☐ OTHER:

Bid Tabulation

Bid Title: Concrete Sidewalk, Curb & Gutter Construction
Bid No: B-4-17-02
Opening Date & Time: September 15, 2016 @ 2:15 pm
Posting Date & Time: 9/30/16 through 10/7/16 @ 5pm

			Goodson Paving		P.A.V.C.O. Contracting		Professional Svcs Group		RMS Constructors Group	
	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Kings Mill Box Culvert										
1. Poured in Place Stucture	30.5	CY	$ 815.00	$ 24,857.50	$ 950.00	$ 28,975.00	-	-	$ 600.00	$ 18,300.00
2. Type "F" Curb	475	LF	$ 13.05	$ 6,198.75	$ 16.00	$ 7,600.00	$ 13.50	$ 6,412.50	$ 25.00	$ 11,875.00
3. 18" MES	2	EA	$ 515.00	$ 1,030.00	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00	$ 1,250.00	$ 2,500.00
4. 6" Concrete Sidewalk	87	SY	$ 34.74	$ 3,022.38	$ 40.50	$ 3,523.50	$ 45.18	$ 3,930.66	$ 75.00	$ 6,525.00
5. Index 210 Type II Inlet Tops	2	EA	$ 1,625.00	$ 3,250.00	$ 1,500.00	$ 3,000.00	$ 3,100.00	$ 6,200.00	$ 1,500.00	$ 3,000.00
Tropical Elementary Turn Lane										
1. 6" Concrete Sidewalk	428	SY	$ 34.74	$ 14,868.72	$ 40.50	$ 17,334.00	$ 45.18	$ 19,337.04	$ 75.00	$ 32,100.00
2. 12" concrete sidewalk w/truncated domes	16	SY	$ 367.50	$ 5,880.00	$ 45.50	$ 728.00	$ 90.36	$ 1,445.76	$ 1,250.00	$ 20,000.00
3. 24" Drop (Miami) Curb	66	LF	$ 11.35	$ 749.10	$ 15.00	$ 990.00	$ 15.60	$ 1,029.60	$ 25.00	$ 1,650.00
4. 30" MES	26	EA	$ 635.00	$ 16,510.00	$ 600.00	$ 15,600.00	$ 500.00	$ 13,000.00	$ 2,500.00	$ 65,000.00
Wickham Park Pedway										
1. 6" Concrete Sidewalk	4941	SY	$ 34.74	$ 171,650.34	$ 40.50	$ 200,110.50	$ 45.18	$ 223,234.38	$ 75.00	$ 370,575.00
2. 12" concrete sidewalk w/truncated domes	66	SY	$ 367.50	$ 24,255.00	$ 45.50	$ 3,003.00	$ 90.36	$ 5,963.76	$ 1,250.00	$ 82,500.00
3. 18" MES	5	EA	$ 515.00	$ 2,575.00	$ 500.00	$ 2,500.00	$ 450.00	$ 2,250.00	$ 1,250.00	$ 6,250.00
Minton Rd. Turn Lanes										
1. Type "A" Curb	984	LF	$ 10.70	$ 10,528.80	$ 12.00	$ 11,808.00	$ 10.00	$ 9,840.00	$ 20.00	$ 19,680.00
2. Type "E" Curb	646	LF	$ 13.97	$ 9,024.62	$ 16.00	$ 10,336.00	$ 13.60	$ 8,785.60	$ 20.00	$ 12,920.00
3. Type "F" Curb	95	LF	$ 13.05	$ 1,239.75	$ 16.00	$ 1,520.00	$ 13.50	$ 1,282.50	$ 25.00	$ 2,375.00
4. 6" Concrete Flat Work for Separator	80	SY	$ 34.74	$ 2,779.20	$ 40.50	$ 3,240.00	$ 45.18	$ 3,614.40	$ 75.00	$ 6,000.00
Veterans Memorial Park Phase II										
1. 6" Sidewalk	3473	SY	$ 34.74	$ 120,652.02	$ 40.50	$ 140,656.50	$ 45.18	$ 156,910.14	$ 75.00	$ 260,475.00
2. 12" concrete sidewalk w/truncated domes	5	SY	$ 367.50	$ 1,837.50	$ 45.50	$ 227.50	$ 90.36	$ 451.80	$ 1,250.00	$ 6,250.00
3. 24" Type "F" Curb	870	LF	$ 13.05	$ 11,353.50	$ 16.00	$ 13,920.00	$ 13.50	$ 11,745.00	$ 25.00	$ 21,750.00
4. 6" Type "D" Curb (Trenched in")	97	LF	$ 9.70	$ 940.90	$ 16.00	$ 1,552.00	$ 17.80	$ 1,726.60	$ 20.00	$ 1,940.00
5. 18" MES	2	EA	$ 515.00	$ 1,030.00	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00	$ 1,250.00	$ 2,500.00
6. 36" MES	1	EA	$ 885.00	$ 885.00	$ 650.00	$ 650.00	$ 650.00	$ 650.00	$ 2,500.00	$ 2,500.00
Total:				**$ 435,118.08**		***$ 469,274.00***		$ 479,609.74		$ 956,665.00

Intended Award: **Primary - Goodson Paving**
Secondary - P.A.V.C.O. Contracting

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Copy

SUBMIT BIDS TO: PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL. 32940	Brevard COUNTY Purchasing Services	**INVITATION TO BID** **Bid Acknowledgment**
PROCUREMENT ANALYST: PHONE (321) 617-7390 **Jonathan McLester, CPPO, CPPB**	**AN EQUAL OPPORTUNITY EMPLOYER** **FLORIDA TAX EXEMPT #85-8012621749C-1** **FEDERAL TAX EXEMPT #59-6000523**	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

MAILING DATE:	BID TITLE: Concrete Sidewalk, Curb and Gutter Construction	BID NUMBER	BID OPENING DATE & TIME
August 25, 2016		B-4-17-02	September 15, 2016 @ 2:15 p.m.

PRE BID DATE, TIME AND LOCATION: ☐ **Mandatory** ☒ **Non-Mandatory**
None Scheduled

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS Goodson Paving Inc.
630 Cidco Rd.
Cocoa, Fla.

TELEPHONE NUMBER/TOLL FREE NUMBER:
PH. - 321-631-5523
Fax - 321-639-0497

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER 59-2872065

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

X [signature] V.P.
AUTHORIZED SIGNATURE (MANUAL)
Travis L. Goodson
TYPED NAME
Vice President 9-13-16
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 13 day of Sept, 2016
Personally known: ☑
Or produced identification: ☐ Type of ID: _____

[signature]
Notary Signature

NOTARY PUBLIC STATE OF FLORIDA
FATIH EMRIC
MY COMMISSION # FF 045215
EXPIRES: August 13, 2017
Bonded Thru Budget Notary Services

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐ No ☒ BID BOND
Yes ☐ No ☒ PERFORMANCE BOND
Yes ☒ No ☐ LABOR, MATERIAL, PERFORMANCE BOND 100% Projects exceeding $100,000

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A. M. Best's rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best's financial size category ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but 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 bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any 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 only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and it's duly authorized representatives.

BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a 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 (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor , supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person

designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids which are received by FAX are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. **UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:**

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

54. **COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

56. **VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. <u>Posting of Award Notices</u>

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. Proceedings

A. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements During Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02
SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing Services, on behalf of the Public Works Road and Bridge Department, is soliciting annual bids for the purchase of concrete sidewalk, concrete curb, shoulder and valley gutter, concrete traffic separations, curb inlets, fabriform and structures construction services.

The term of this agreement shall be effective October 1, 2016 and continue through September 30, 2017. The agreement may be extended by mutual agreement, for an additional one (1) year period with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. The County will award a primary and a secondary vendor.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than September 15, 2016 at 2:15 p.m. local time**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file on CD/DVD or flash drive. In addition, it is requested that a copy of your Price Sheet be provided in Excel format on CD/DVD or flash drive.

Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITBP closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

Not Applicable

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02
SPECIFICATIONS/SCOPE OF SERVICE

1. The construction to be performed under this agreement will be at various locations within the County for various County departments. The purpose of these specifications is to establish standards from which the contractor may be selected to perform this work. Once the contractor has been selected, the specifications shall be a guide from which the contractor shall work.

2. Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.

3. Please note that there is no minimum or maximum project size or scope. Some projects under this bid may be very small, or large in nature. If awarded this project you must be able to mobilize and perform work regardless of the size of project. No additional mobilization fees will be paid for projects small in nature.

4. The awarded contractor for this bid must provide the Road & Bridge Department with the names of at least two (2) concrete suppliers to insure against job hold-up due to no available source of redi-mix.

5. Any jobs started during the term of this bid will be awarded to the vendor of record of this annual bid. The awarded vendor must agree to hold prices throughout the duration of the project.

6. All construction of sidewalks shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2007, Section 522 Concrete Sidewalk.

7. The contractor shall provide all labor, materials, and equipment necessary to bring the sidewalks to the level of construction required under these specifications.

8. The contractor shall provide all necessary resources for traffic control in accordance with the guidelines provided in "Traffic Controls in Construction and Maintenance Work Zones", and "Manual on Traffic Controls & Safe Practices for Street and Highway Construction".

9. Contractor must provide a minimum of 24 hours notice prior to leaving job site.

10. Contractor will be responsible for the removal of all related construction debris within 48 hours after finishing concrete work.

11. Contractor shall be responsible for dewatering unless prior arrangements have been arranged with Brevard County.

12. The County shall clear and bring to grade (within +6 inches) all areas upon which sidewalks are to be placed. The County will provide the contractor a single point of contact for scheduling and coordinating all work performed under these specifications.

13. Labor/Material/Performance Bond will be required on projects in excess of $100,000.00. This bond is 100% of the project cost. Due to the unsure nature of this bonding requirement, the cost of bonding is to be borne by the County and should not be included in the bid price. However, to be qualified, the bidder must have sufficient bonding capability to cover all projects in this program.

14. Brevard County requires that the awarded vendor perform a minimum of 50% of all work with in-house staff.

15. The use of sub-contractors must be approved by Brevard County Public Works, Road & Bridge department. In the event that the awarded vendor wishes to use a sub-contractor, they must provide the Road & Bridge department with a minimum of three (3) references for that sub-contractor for work previously performed of comparable scope. Brevard County Public Works, Road and Bridge will have sole discretion as to whether the sub-contractor may or may not be used. The awarded vendor is responsible for performing regardless of whether or not a sub-contractor is allowed.

16. DEFECTIVE WORK – The Contractor will be responsible for removing any defective work and replacing it. If the Contractor is unable to remove the defective work, the County will do so and the Contractor will be responsible for reimbursing the County for labor and equipment.

17. If the Primary Vendor is unable to respond within 48 hours, the County will proceed with the Secondary Vendor.

GOODSON PAVING, INC.
630 Cidco Road
Cocoa, FL 32926

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	Description	Unit Price
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 28.80
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 34.74
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 367.50
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 91.45
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 10.70
6	Type B	$ 10.10
7	Type D/Header	$ 9.70
8	Type E	$ 13.97
9	Type F	$ 13.05
10	Drop Curb (2.0 feet wide)	$ 11.35
11	6"x6" Curb Poured On Existing Surface	$ 7.80
12	Environmental Curb	$ 9.15
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 21.75
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 21.20
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
15	Type I	$ 1,715.00
16	Type II	$ 1,625.00
17	Type III	$ 1,600.00
18	Type IV	$ 1,825.00
19	Type V	$ 2,230.00
20	Type VI	$ 2,190.00
	GROUP D - Price by linear foot unless otherwise stated	
21	Aluminum Handrail - 2 rails high	62.6
22	Aluminum Handrail - 3 rails high	69.45
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
23	15" or equiv.	$ 390.00
24	18" or equiv.	$ 515.00
25	24" or equiv.	$ 575.00
26	30" or equiv.	$ 635.00
27	36" or equiv.	$ 885.00
28	42" or equiv.	$ 915.00
29	48" or equiv.	$ 1,195.00
	GROUP E - Cost per cubic yard	
30	Poured in place structures (Anything in DOT Index 200)	$815.00

GOODSON PAVING, INC.
630 Cidco Road
Cocoa, FL 32926

Addendum Acknowledgment:

Add. No. __N/A___ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

If awarded vendor cannot meet the 24-hour availability notification, are you willing to provide these services as a secondary source? ____X__ YES / _____NO

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, FL. Statutes Section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be form the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. IF PROMPT PAYMENT DISCOUNT IS OFFERED, PLEASE STATE THE DISCOUNT AND TERMS:
N/a

Do you accept payments via ACH? _____YES / __X___NO

I Hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, specifications and pricing for Bid # B-4-17-02/Concrete Sidewalks, Curbs, and Gutters:

Goodson Paving, Inc.

630 Cidco Road

AUTHORIZED SIGNATURE _____

Travis Goodson

321.631.5523 (phone) 321.639.0497 (fax)

goodsonpaving@bellsouth.net

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Goodson Paving, Inc. does:
(Name of Business)

1. 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.

2. 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 the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the 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 1893 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.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug Free Workplace.

Bidder's Signature

9/13/16
Date

Travis Goodson, V. Pres.

STATEMENT OF NO BID
CONCRETE SIDEWALK CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

N/a

WE the undersigned, have declined to bid on your Bid No. B-4-17-02 for the following reasons:

_____Specifications too "tight", i.e. geared toward one brand or Manufacturer only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

SUBMIT BIDS TO: PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL. 32940	Brevard Purchasing Services	**INVITATION TO BID** **Bid Acknowledgment**
PROCUREMENT ANALYST: PHONE (321) 617-7390 Jonathan McLester, CPPO, CPPB	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

MAILING DATE:	BID TITLE: Concrete Sidewalk, Curb and Gutter Construction	BID NUMBER	BID OPENING DATE & TIME
August 25, 2016		B-4-17-02	September 15, 2016 @ 2:15 p.m.

PRE BID DATE, TIME AND LOCATION: ☐ Mandatory ☒ Non-Mandatory
None Scheduled

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS
P.A.V.C.O. Contracting Group, LLC
1928 Dairy Rd., W. Melbourne, FL 32904.

TELEPHONE NUMBER/TOLL FREE NUMBER:
321. 951. 2052.

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER 27-0423311

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)
Steve McGann
TYPED NAME
Managing Member 9-15-16.
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 15 day of September 2016.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____
Kristin Pistilli — Florida
Notary Signature — State

My commission expires: 6.1.2020.
(AFFIX SEAL or STAMP)

KRISTIN DAWN PISTILLI
Notary Public - State of Florida
Commission # FF 997649
My Comm. Expires Jun 1, 2020

BOND DATA

VENDOR MUST PROVIDE: AMOUNT:

Yes ☐ No ☒ BID BOND
Yes ☐ No ☒ PERFORMANCE BOND
Yes ☒ No ☐ LABOR, MATERIAL, PERFORMANCE BOND 100% Projects exceeding $100,000

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A. M. Best's rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best's financial size category ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but 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 bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any 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 only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and it's duly authorized representatives.

BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

SM

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a 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 (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor , supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person

designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids which are received by FAX are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

gm

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. **UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:**

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

54. **COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

56. **VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. <u>Posting of Award Notices</u>

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. Proceedings

A. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements During Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02
SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing Services, on behalf of the Public Works Road and Bridge Department, is soliciting annual bids for the purchase of concrete sidewalk, concrete curb, shoulder and valley gutter, concrete traffic separations, curb inlets, fabriform and structures construction services.

The term of this agreement shall be effective October 1, 2016 and continue through September 30, 2017. The agreement may be extended by mutual agreement, for an additional one (1) year period with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. The County will award a primary and a secondary vendor.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than September 15, 2016 at 2:15 p.m. local time**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file on CD/DVD or flash drive. In addition, it is requested that a copy of your Price Sheet be provided in Excel format on CD/DVD or flash drive.

Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITBP closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

Not Applicable

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02
SPECIFICATIONS/SCOPE OF SERVICE

1. The construction to be performed under this agreement will be at various locations within the County for various County departments. The purpose of these specifications is to establish standards from which the contractor may be selected to perform this work. Once the contractor has been selected, the specifications shall be a guide from which the contractor shall work.

2. Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.

3. Please note that there is no minimum or maximum project size or scope. Some projects under this bid may be very small, or large in nature. If awarded this project you must be able to mobilize and perform work regardless of the size of project. No additional mobilization fees will be paid for projects small in nature.

4. The awarded contractor for this bid must provide the Road & Bridge Department with the names of at least two (2) concrete suppliers to insure against job hold-up due to no available source of redi-mix.

5. Any jobs started during the term of this bid will be awarded to the vendor of record of this annual bid. The awarded vendor must agree to hold prices throughout the duration of the project.

6. All construction of sidewalks shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2007, Section 522 Concrete Sidewalk.

7. The contractor shall provide all labor, materials, and equipment necessary to bring the sidewalks to the level of construction required under these specifications.

8. The contractor shall provide all necessary resources for traffic control in accordance with the guidelines provided in "Traffic Controls in Construction and Maintenance Work Zones", and "Manual on Traffic Controls & Safe Practices for Street and Highway Construction".

9. Contractor must provide a minimum of 24 hours notice prior to leaving job site.

10. Contractor will be responsible for the removal of all related construction debris within 48 hours after finishing concrete work.

11. Contractor shall be responsible for dewatering unless prior arrangements have been arranged with Brevard County.

12. The County shall clear and bring to grade (within +6 inches) all areas upon which sidewalks are to be placed. The County will provide the contractor a single point of contact for scheduling and coordinating all work performed under these specifications.

13. Labor/Material/Performance Bond will be required on projects in excess of $100,000.00. This bond is 100% of the project cost. Due to the unsure nature of this bonding requirement, the cost of bonding is to be borne by the County and should not be included in the bid price. However, to be qualified, the bidder must have sufficient bonding capability to cover all projects in this program.

BM

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

CM

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that PAVCO CONTRACTING GROUP, LLC does:
(Name of Business)

1. 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.

2. 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 the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the 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 1893 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.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug Free Workplace.

Bidder's Signature

9-15-16
Date

C1

STATEMENT OF NO BID
CONCRETE SIDEWALK CURB AND GUTTER CONSTRUCTION
BID # B-4-17-02

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

WE the undersigned, have declined to bid on your Bid No. B-4-17-02 for the following reasons:

_____Specifications too "tight", i.e. geared toward one brand or Manufacturer only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME_____

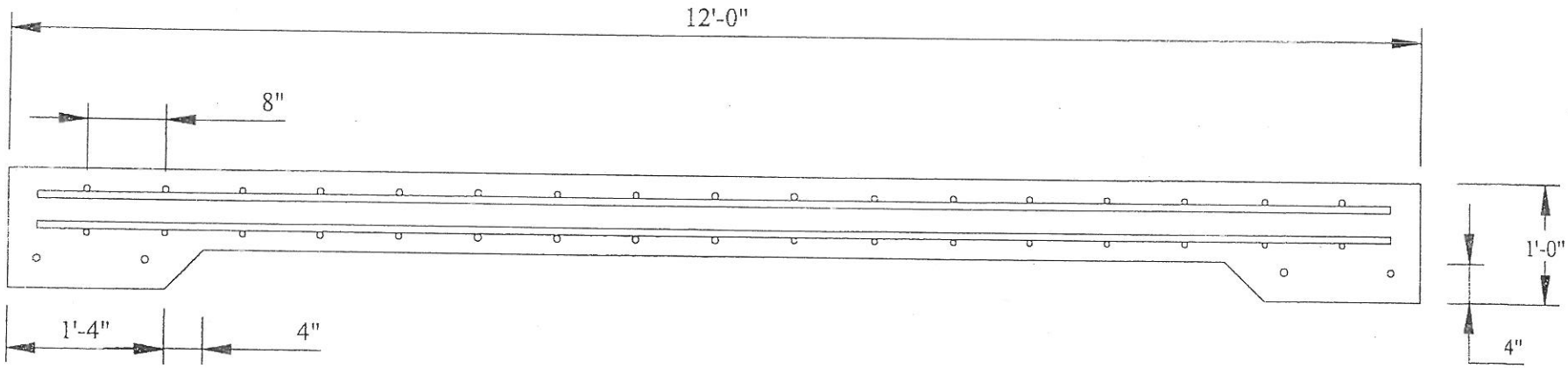
COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

N/A

Reinforced Slab W/Footer



Note: Double Mat of #5 rebar 8" O.C.

Concrete to be 4000psi or greater

Price per SY to include footer and rebar

Slab to be 8" TK

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Bid # B-4-17-02 PRICE SHEET		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	Description	Unit Price
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 35.55 SY
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 40.50 S.Y.
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 45.50 S.Y.
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 58.50 S.Y.
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 12.00 L.F.
6	Type B	$ 15.00 L.F.
7	Type D/Header	$ 16.00 L.F.
8	Type E	$ 16.00 L.F.
9	Type F	$ 16.00 L.F.
10	Drop Curb (2.0 feet wide)	$ 15.00 L.F.
11	6"x6" Curb Poured On Existing Surface	$ 10.00 L.F.
12	Environmental Curb	$ 10.00 L.F.
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 25.00 L.F.
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 25.00 L.F.
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
15	Type I	$ 1500.00 EA.
16	Type II	$ 1500.00 EA.
17	Type III	$ 1500.00 EA.
18	Type IV	$ 1500.00 EA.
19	Type V	$ 1500.00 EA.
20	Type VI	$ 1500.00 EA.
	GROUP D - Price by linear foot unless otherwise stated	
21	Aluminum Handrail - 2 rails high	$ 65.00 L.F.
22	Aluminum Handrail - 3 rails high	$ 75.00 L.F.
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
23	15" or equiv.	$ 500.00 EA
24	18" or equiv.	$ 500.00 EA
25	24" or equiv.	$ 550.00 EA
26	30" or equiv.	$ 600.00 EA
27	36" or equiv.	$ 650.00 EA
28	42" or equiv.	$ 700.00 EA
29	48" or equiv.	$ 750.00 EA
	GROUP E - Cost per cubic yard	
30	Poured in place structures (Anything in DOT Index 200)	$ 950.00 CY

Addendum Acknowledgment:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

If awarded vendor cannot meet the 24-hour availability notification, are you willing to provide these services as a secondary source? X YES / _____NO

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, FL. Statutes Section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be form the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. IF PROMPT PAYMENT DISCOUNT IS OFFERED, PLEASE STATE THE DISCOUNT AND TERMS:

_____

Do you accept payments via ACH? X YES / _____NO

I Hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, specifications and pricing for Bid # B-4-17-02/Concrete Sidewalks, Curbs, and Gutters.

VENDOR NAME PAVCO CONTRACTING GROUP, LLC

ADDRESS 1928 DAIRY ROAD, WEST MELBOURNE FL 32904

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE STEVE MCGANN DATE 9-15-16

PHONE # 321-951-2052 FAX # 321-725-0067

EMAIL ADDRESS STEVE@PAVCOLLC.COM

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any 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 only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

September 18, 2018

TO: City of Cocoa Public Works

ATTN: Mike Giorgio

FROM: Chris Brunais

RE: Cocoa Village ADA Ramps (#6613) – Revised

PROPOSAL - REVISED

Scope of Work:

This proposal includes the demolition of existing pedestrian walkway ramps and installation of new ADA compliant ramps. This estimate is based on field measured quantities. Payment is to be made based on actual construction quantities determined upon completion of work.

Oak Street		
ADA Ramps	9 EA @ $1,185.00	=$ 10,665.00
Derby Street		
ADA Ramps	4 EA @ $1,185.00	=$ 4,740.00
John Garren Lane		
ADA Ramps	2 EA @ $1,185.00	=$ 2,370.00
Orange Street		
ADA Ramps	3 EA @ $1,185.00	=$ 3,555.00
Stone Street		
ADA Ramps	3 EA @ $1,185.00	=$ 3,555.00

Brevard Court Street			
ADA Ramps	5 EA @ $1,185.00		=$ 5,925.00
Factory Street			
ADA Ramps	2 EA @ $1,185.00		=$ 2,370.00
Street behind Saint Mark's			
ADA Ramps	2 EA @ $1,185.00		=$ 2,370.00
Church Street			
ADA Ramps	4 EA @ $1,185.00		=$ 4,740.00
Delannoy Ave.			
ADA Ramps	8 EA @ $1,185.00		=$ 9,480.00
Harrison Street			
ADA Ramps	8 EA @ $1,185.00		=$ 9,480.00
Oleander Street			
ADA Ramps	7 EA @ $1,185.00		=$ 8,295.00
Brevard Ave.			
ADA Ramps	15 EA @ $1,185.00		=$ 17,775.00
		TOTAL:	**= $ 85,320.00**

Notes:

1. Due to the escalating cost of fuel and raw materials, pricing will only be valid if the work quoted is completed within 30 days from the date of this proposal. Goodson Paving reserves the right to renegotiate prices on any work that is completed after the 30 days.
2. Payment is to be made within 30 days after completion of work. City of Cocoa agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
3. City of Cocoa is responsible for replacing brick pavers adjacent to the new ADA Ramps.

Exclusions are as follows:

Fees, Bonds or Permits
Testing

APPROVED & ACCEPTED BY:

GOODSON PAVING:	CITY OF COCOA PUBLIC WORKS:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

RESOLUTION NO. 2018-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 4

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/01/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 60,203)	001-3510-541.63-00	PW08SP	INFRASTRUCTURE	$ 495,000	$ 495,000	$ 434,797	$ 434,797
($ 25,117)	001-3510-541.63-00	PW18SM	INFRASTRUCTURE	$ 49,500	$ 434,797	$ 409,680	$ 409,680
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 85,320)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 60,203	001-3510-541.46-00	PW08SP	REPAIRS & MAINTENANCE	$ 90,500	$ 90,500	$ 150,703	$ 150,703
$ 25,117	001-3510-541.46-00	PW18SM	REPAIRS & MAINTENANCE	$ 90,500	$ 150,703	$ 175,820	$ 175,820
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 85,320	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City would like to enter into a co-operative purchase agreement and issue a purchase order in the amount of $85,320.00 to Goodson Paving for the removal and re-construction of ADA Compliant curb ramps (PW18SM) in the Cocoa Village area as part of the milling and paving project (PWO8SP) utilizing Brevard County Bid B-4-17-02, effective October 1, 2018 through December 31, 2018. The sidewalks and curb ramps were installed many years ago and do not comply with the American's with Disability Act. This project will bring all the curb ramps at street crossings into compliance. Agenda 18-455

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-096

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/1/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.01 10:32:35 -04'00')	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 12:07:30 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/1/18	Everett J. Wegerif	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 12:07:43 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-480	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	9/26/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve expenses for electric services budgeted in FY2019 and authorize the City Manager to approve the monthly invoices. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2018
Agenda Date: October 10, 2018
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve expenses for electric services budgeted in FY2019 and authorize the City Manager to approve the monthly invoices

BACKGROUND:

Considering the overall annual cost of electrical services to the City and the probability that an individual monthly invoice may exceed the City Manager's signing authority, staff is requesting City Council to authorize the City Manager to approve all electric invoices for the fiscal year of 2019 pending approval of the FY2019 Budget.

STRATEGIC PLAN CONNECTION:

None. This is an operational request.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY2019 total $2,863,959. For informational purposes only, electric service is budgeted in the following accounts:

Account	Description	Budget Estimate

001-2100-521-43-00	Police Admin/Operations	$56,000
001-2201-522.43-00	Fire Operations	$24,200
001-3510-541-43-00	Public Works Maintenance	$330,270
001-3520-572-43-00	Parks & Beautification	$7,000
001-3560-519-43-00	Facility Management	$210,900
Total General Fund = $628,370		
111-3230-559-43-00	CRA Diamond Square	$268
112-3230-559-43-00	CRA US1 Corridor	$150
421-4010-536-43-00	Water Administration	$1,440
421-4020-536-43-00	Dyal Plant	$1,830,110
421-4025-536-43-00	Water Field Operations	$65,000
421-4120-536-43-00	Water Reclamation	$266,621
421-4125-536-43-00	Sewer Field Operations	$55,000
Total Water/Sewer Fund = $2,218,171		
423-3570-538-43-00	Stormwater Utility	$17,000

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve expenses for electric services budgeted in FY2019 and authorize the City Manager to approve the monthly invoices.

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Legislation Details (With Text)

File #:	18-481	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/26/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY 2018 Budget and Approve a Budget Transfer for electrical repairs at the Fleet Fuel Island and Fleet Building electrical wiring. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Inv_2413869_from_SCI_Distribution_NEW_2009_19132.pdf Est_2300329_from_SCI_Distribution_NEW_2009_20924.pdf Resolution Amending FY18 Budget.pdf BAF-PW-3540 FUEL ISLAND ELECTRICAL (9-24-18)~Agenda 18-481 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2018
Agenda Date: October 10, 2018
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approve a Resolution Amending the FY 2018 Budget and Approve a Budget Transfer for electrical repairs at the Fleet Fuel Island and Fleet Building electrical wiring

BACKGROUND:

The City of Cocoa Fleet Management Division operates a proprietary automated fueling system “Fuel Shield Automated Single Application Platform” from SCI Distribution LLC. The system has been in operation since 2004. The system had some prior mechanical and electrical problems, as well as some hardware failures. Two of the Fuel Dispensers Controllers have been out of service for the last two months.

In the last 3 years, SCI Distribution has upgraded their Fuel Shield Technology Hardware, making the old system obsolete. In order to get the fueling system fully operational, the entire system needed to be upgraded to the newer technology. Funds of $22,350 were transferred to Fleet’s Capital budget to do the upgrades.

During the upgrade, some major electrical issues were discovered which required replacing existing aged wiring from the main electrical panel to the fuel island and at the fuel dispensers. SCI Installers were on site and were capable of doing the repairs and rewiring through their electricians to keep the

project on schedule. Old wires, dating from the 1960's, were pulled out of existing conduits and new wires were installed in their place. Additional funds of $5,500 are needed to pay the invoice for replacing the electrical wiring. The additional funds transfer exceeded the City Manager approval authority due to earlier Capital Project transfers, per the Financial Operations Manual (FOM). This budget transfer requires City Council approval for transfers over the FOM specific limits.

STRATEGIC PLAN CONNECTION:

Replacing the fueling system will increase resiliency and reliability during natural disasters.

BUDGETARY IMPACT:

Budgeted No
Budget transfer form is attached Yes

Amount Requested $ 5,500
From 001-3540-519.34-00 Contract Services
To: 001-3540-519.64-00 Capital Equipment

P.O. Change Order Amount $5,500

Original Purchase Order 73227
Original P.O. Amount $22,350
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date, 0 None
Total amount in change orders to date $ 0 None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2018 Budget and Approve a Budget Transfer for electrical repairs at the Fleet Fuel Island and Fleet Building electrical wiring

Invoice

Date	Invoice #
9/21/2018	2413869

SCI Distribution, LLC
300 S. Madison Ave, Suite 2, Clearwater, FL 33756
PH: 727 466 0724 ; Fax 727 447 6102

Bill To	Ship To
City of Cocoa US1103 301 Shearer Blvd Cocoa, Fl 32922	

Site No.	Site Name	P.O. Number	Terms
	Cocoa		Net 15

Qty	Item Code	Description	Price Each	Amount
1	FS_ELIN	Electrical Repairs for Building and Fuel Island	5,500.00	5,500.00T

Company Name: SCI Distribution, LLC
Account # 9058047649
Bank name: Wells Fargo Bank, N.A.
Bank address: 420 Montgomerycity San Francisco, CA 94104
International: SWIFT BIC WFBIUS6S
(RTN/ABA) 121000248

Subtotal	$5,500.00
Sales Tax (0.0%)	$0.00
Total	$5,500.00
Balance Due	$5,500.00

A late fee of 2.5% per month will be assessed on the unpaid total balance due when more then 30 days past due.

Note 1: Customer may be liable for Use Tax in home state

Note 2: If you want to make payment of this invoice go to:
https://pay1.plugnpay.com/bpl/scidistri1,paytemplate=template

Pro-Forma Invoice

DATE	ESTIMATE NO.
8/27/2018	2300329

SCI Distribution, LLC
300 S Madison Ave #2
Clearwater Fl 33756
Ph: 727- 466-0724
Fax:727-447-6102

NAME / ADDRESS
City of Cocoa US1103 301 Shearer Blvd Cocoa, Fl 32922

Terms	P.O. NO.
03 days	73227

ITEM	DESCRIPTION	QTY	COST	TOTAL
FS_R120	Fuel Shield Retail Pump Controller 1200 Series, Pump shield DD for Fuel Dispenser for stattionary location , RFID board with Nozzle antenna up to 2 hoses.	1	8,150.00	8,150.00T
FS_R14	Fuel Shield Retail Pump Controller 1200 Series, Pump shield DD for Fuel Dispenser for stattionary location , RFID board with Nozzle antenna up to 4 hoses.	1	10,550.00	10,550.00T
IN_LABO	Labor, training and Travel Cost for Technical Team Exempt	2	1,825.00 0.00%	3,650.00T 0.00

Thank you for your business.

TOTAL $22,350.00

SIGNATURE _____

RESOLUTION NO. 2018-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3540 | DATE PREPARED: 09/24/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,500)	001-3540-519.34-00		CONTRACT SERVICES	$ 73,978	$ 24,948	$ 19,448	$ 11,448
$ 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
($ 5,500)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,500	001-3540-519.64-00		CAPITAL EQUIPMENT	$ 33,409	$ 82,439	$ 87,939	$ 5,545
$ 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
$ 5,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

During the upgrade of the automated fueling system the vendor discovered, faulty, mislabel electrical wiring at the fuel island and in the main building. This wire needed to be repair and corrected before the upgrade could continue, this was not apart of the original scope of work, the vendor electrician was on site for the upgrade on PO-73227. I was instructed by finance to do a change order to the PO through REQUISTION 36872 for $5,500 the amount of the service and repair is processing through. Agenda 18-481

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-091

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/24/18	Tony Jones (Digitally signed by Tony Jones)	10/1/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.01 08:35:24 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/24/18	Everett J. Wegerif	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 10:13:19 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-484	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Ordinance No. 09-2018/Second and Final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2 -332, Share Plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, Fire, IAFF, Labor, Pension, Retirement				
Code sections:					
Attachments:	Ordinance No. 09-2018.pdf IAFF 18-21 Pension Article 41 Cocoa Fire - September 11 2018 Actuarial Impact Statement-1 signed FL Today Legal Ad-093018 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2018
Agenda Date: October 10, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Request approval of Ordinance No. 9-2018/second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

BACKGROUND:

The City of Cocoa has an established Firefighters' Retirement Plan in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters. The City and the International Association of Firefighters, Local 2416 (IAFF) recently entered into a new collective bargaining agreement (CBA) effective October 1, 2018 - September 30, 2021, which was approved at the September 11, 2018 Council Meeting. As part of this agreement, there were agreed changes to the Pension Article that effect the City of Cocoa City of Cocoa's Firefighters' Retirement Plan.

At the City Council Meeting on October 27, 2015, City Council approved Ordinance No. 14-2015 related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, which amended

Section 2-271, Definitions; Section 2-272, Conditions and Eligibility for Membership; Section 2-301, Funds Established; Section 2-321, Retirement Dates; and created Section 2-332, Share Plan. Specifically, the normal retirement age was modified to age 55 for members with less than ten years of credited service and all future members. However, members with less than ten years of credited service at that time that had attained age 45 and were within seven years of attaining normal retirement at the age of 52, were grandfathered in to the previous normal retirement age of 52.

During the negotiations for the new Collective Bargaining Agreement effective October 1, 2018, IAFF proposed to change the normal retirement age back to age 52 for those members hired prior to October 1, 2015. The Union bargaining team had a cost analysis completed by the Plan's actuary Foster and Foster. This change to the normal retirement age also impacts one Fire District Chief, which is represented by Teamsters and the Deputy Fire Chief (managerial employee). Although we have not finalized the first collective bargaining agreement between the City and Teamsters, we do have a tentative agreement on this change as written in the pending ordinance. As part of an existing contract with Bolton Partners, Inc., City Staff had a separate cost analysis completed to validate the actuarial impact and through the bargaining process it was agreed to make these changes. We then worked with the City's pension attorney Glenn Thomas of Lewis, Longman & Walker to draft the proposed ordinance to incorporate the changes ratified in the CBA. The CBA Pension Article 41 is attached to the agenda item as a reference.
The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-321, Retirement Dates

   The normal retirement date of a member hired prior to January 1, 1999 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday or the completion of twenty-five (25) years of credited service. The normal retirement date for a member hired on or after January 1, 1999 and prior to November 9, 2015 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~Notwithstanding the foregoing, the~~ The normal retirement date for members ~~with less than ten (10) years of credited service on~~ hired on or after November 9, ~~October 27,~~ 2015 ~~and members hired on or after that date~~ shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-fifth (55th) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~; provided, members with less than ten (10) years of credited service on October 27, 2015 who have attained age forty-five (45) and are within seven (7) years of attaining normal retirement at age fifty-two (52), shall retain the normal retirement date of age fifty-two (52) with ten (10) years of credited service or the completion of twenty-five (25) years of credited service.~~ A member may retire on the member's normal retirement date or on the first day of any month thereafter. Each member shall become one hundred percent (100%) vested in the accrued benefit on the member's normal retirement date.]

2. Section 2-332, Share Plan

   The purpose of this section is to implement the provisions of F.S. ch. 175, as amended by chapter 2015-39, Laws of Florida. In accordance with F.S. § 175.351(6) a defined contribution plan component ("share plan") is hereby established which shall be funded solely and entirely

by available Ch 175 premium tax monies during years in which there are available funds. ~~however,~~ ~~the~~ The city and IAFF Local 2416 have mutually agreed that the share plan will not be funded at this time. during the term of the 2015-2018 collective bargaining agreement. At such time as the city and IAFF Local 2416 mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.
[Reference Pension Article 41.4]

3. Repeal of Prior Inconsistent Ordinances and Resolutions

4. Severability

5. Effective Date

   The Ordinance shall be effective immediately upon adoption by the City Council. The changes included in the Pension Plan are all effective the Ordinance effective date.

In August 2018, the City was made aware the state contributions received in the Fiscal Year 2018 was $109,865 instead of $130,749 that was originally estimated in the 2017 actuarial valuation. This reduction has resulted in an increase in 0.9% of total annual payroll, bringing the City's contribution to 60.98%. City Council approved the first reading of this Ordinance change at the September 25 Council Meeting. Since that meeting, the City has received the impact statement, which is now attached to this agenda item. The Plan's Actuary has estimated this change will increase the City's contribution from 60.98% to 61.42%.

STRATEGIC PLAN CONNECTION:

Containing the retirement plan costs helps maintain financial sustainability for the City. Moreover, having a competitive retirement plan helps attract applicants to the City of Cocoa for future hires and helps retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted:
FY2019 Yes
Amount Requested : 1,357,432
Account Number: 001-2201-522.22-01
Account Name: Retirement Contributions

Amount Requested : $51,723
Account Number: 001-2200-522.22-01
Account Name: Retirement Contributions

The change to normal retirement impacts nine total members in the plan. The Plan's Actuary has estimated this change will increase the City's contribution from 60.98% to 61.42%.

PREVIOUS ACTION:

At a regular City Council Meeting on September 25, 2018, City Council approved the first reading of Ordinance No. 9-2018, related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

At a regular City Council Meeting on October 27, 2015, City Council approved Ordinance No. 14-2015/Second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-271, Definitions; Section 2-272, Conditions and Eligibility for Membership; Section 2-301, Funds Established; Section 2-321, Retirement Dates; Creating Section 2-332, Share Plan.

RECOMMENDED MOTION:

Request approval of Ordinance No. 9-2018/second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

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ORDINANCE NO. 09-2018

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

WHEREAS, the City of Cocoa established the Firefighters' Retirement Plan pursuant to Ordinance No. 9-93, in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters; and

WHEREAS, the City entered into collective bargaining agreement with the International Association of Firefighters, Local 2416 covering the period October 1, 2018 – September 30, 2021; and

WHEREAS, the collective bargaining agreement contains certain changes to retirement benefits for the City's firefighters; and

WHEREAS, in order to implement the terms of the collective bargaining agreement, amendment of the City of Cocoa Firefighters' Retirement Plan is required.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: That Section 2-321, Retirement dates, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code)**:**

Sec. 2-321. - Retirement dates.

(a) *Normal retirement* . ~~A member's~~ The normal retirement date of a member hired prior to January 1, 1999 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday or the completion of twenty-five (25) years of credited service. The normal retirement date for a member hired on or after January 1, 1999 and prior to November 9, 2015 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd)

birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~Notwithstanding the foregoing, the~~ The normal retirement date for members ~~with less than ten (10) years of credited service on~~ hired on or after November 9, ~~October 27,~~ 2015 ~~and members hired on or after that date~~ shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-fifth (55th) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service~~. ; provided, members with less than ten (10) years of credited service on October 27, 2015 who have attained age forty-five (45) and are within seven (7) years of attaining normal retirement at age fifty-two (52), shall retain the normal retirement date of age fifty-two (52) with ten (10) years of credited service or the completion of twenty-five (25) years of credited service.~~ A member may retire on the member's normal retirement date or on the first day of any month thereafter. Each member shall become one hundred percent (100%) vested in the accrued benefit on the member's normal retirement date.

* * *

SECTION 2: That Section 2-332, Share plan, in Article VIII of Chapter 1, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code)**:**

Sec. 2-332. - Share plan.

The purpose of this section is to implement the provisions of F.S. ch. 175, as amended by chapter 2015-39, Laws of Florida. In accordance with F.S. § 175.351(6) a defined contribution plan component ("share plan") is hereby established which shall be funded solely and entirely by available Ch 175 premium tax monies during years in which there are available funds. ~~however, the~~ The city and IAFF Local 2416 have mutually agreed that the share plan will not be funded at this time. ~~during the term of the 2015 – 2018 collective bargaining agreement~~. At such time as the city and IAFF Local 2416 mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

SECTION 3: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 4: Severability. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof other than the part to be declared invalid.

SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions. All City Code provisions or laws inconsistent with this Ordinance are hereby repealed to the extent of any conflict.

SECTION 6: **Effective Date.** That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE 10th DAY OF October 2018.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: September 25, 2018

2ND READING AND ADOPTION: October 10, 2018

LEGAL AD PUBLISHED: September 30, 2018

EFFECTIVE DATE: October 10, 2018

40.6 Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

40.7 In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour work week while working a modified Monday through Friday schedule.

ARTICLE 41 - PENSION

41.1 Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on September 30, 2018, or upon implementation, whichever is later (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of

age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve ($550,678.25 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the Plan.

The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $1,720,919; UAAL = $8,546,033]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 42 - EDUCATION

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 The City agrees to sponsor up to six (6) employees for Paramedic School for the duration of this Contract. The reimbursement shall be no less than fifty percent (50%) per employee. In the event the employee leaves employment within three (3) years of receiving the reimbursement, the paramedic school payment will be repaid at one hundred percent (100%). The Union and Fire Chief shall mutually agree on a department SOP for the paramedic sponsorship within ninety (90) days of ratification of this Contract.

CITY OF COCOA
FIREFIGHTERS' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

September 11, 2018

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following proposed benefit change:

A change in the eligibility for Normal Retirement from the current structure (set forth in the Summary of Plan Provisions section of this Impact Statement) to the following:

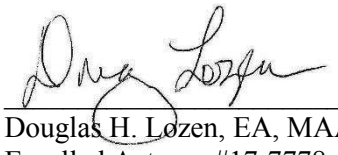
Hire Date	Normal Retirement Eligibility [1]
Prior to January 1, 1999	Age 52
January 1, 1999 – November 8, 2015	Age 52 with 10 years of Credited Service
After November 8, 2015	Age 55 with 10 years of Credited Service

[1] In addition to the completion of twenty-five years of Credited Service, regardless of age.

The cost impact, determined as of October 1, 2017, as applicable to the plan/fiscal year ending September 30, 2019, is as follows:

	Proposed	Current
Total Required Contribution		
% of Total Annual Payroll	72.67%	72.23%
Member Contributions (Est.)		
% of Total Annual Payroll	6.50%	6.50%
City and State Required Contribution		
% of Total Annual Payroll	66.17%	65.73%
State Contribution (est.)	109,865	109,865
% of Total Annual Payroll	4.75%	4.75%
Balance from City		
% of Total Annual Payroll	61.42%	60.98%

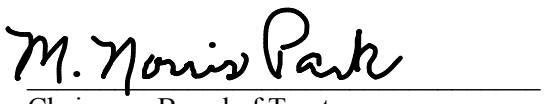
The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. Additionally, the undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #17-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.



Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	Proposed 10/1/2017	Current 10/1/2017
A. Participant Data		
Actives	38	38
Service Retirees	28	28
DROP Retirees	4	4
Beneficiaries	3	3
Disability Retirees	8	8
Terminated Vested	3	3
Total	84	84
Total Annual Payroll	$2,312,330	$2,312,330
Payroll Under Assumed Ret. Age	2,312,330	2,312,330
Annual Rate of Payments to:		
Service Retirees	1,159,989	1,159,989
DROP Retirees	193,868	193,868
Beneficiaries	98,302	98,302
Disability Retirees	196,964	196,964
Terminated Vested	0	0
B. Assets		
Actuarial Value (AVA) [1]	19,008,380	19,008,380
Market Value (MVA) [1]	18,371,272	18,371,272
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	10,606,510	10,611,134
Disability Benefits	386,708	428,728
Death Benefits	24,990	28,534
Vested Benefits	600,819	592,767
Refund of Contributions	47,652	47,652
Service Retirees	13,040,439	13,040,439
DROP Retirees [1]	2,849,546	2,849,546
Beneficiaries	662,809	662,809
Disability Retirees	2,427,122	2,427,122
Terminated Vested	7,852	7,852
Excess State Monies Reserve	0	0
Total	30,654,447	30,696,583

C. Liabilities - (Continued)	Proposed 10/1/2017	Current 10/1/2017
Present Value of Future Salaries	16,382,378	17,011,595
Present Value of Future Member Contributions	1,064,855	1,105,754
Normal Cost (Retirement)	424,801	418,048
Normal Cost (Disability)	44,887	46,502
Normal Cost (Death)	1,851	2,033
Normal Cost (Vesting)	30,628	30,361
Normal Cost (Refunds)	8,175	8,175
Total Normal Cost	510,342	505,119
Present Value of Future Normal Costs	3,418,797	3,509,078
Accrued Liability (Retirement)	7,752,043	7,692,796
Accrued Liability (Disability)	127,350	142,020
Accrued Liability (Death)	13,593	15,215
Accrued Liability (Vesting)	340,592	335,402
Accrued Liability (Refunds)	14,304	14,304
Accrued Liability (Inactives) [1]	18,987,768	18,987,768
Excess State Monies Reserve	0	0
Total Actuarial Accrued Liability (EAN AL)	27,235,650	27,187,505
Unfunded Actuarial Accrued Liability (UAAL)	8,227,270	8,179,125
Funded Ratio (AVA / EAN AL)	69.8%	69.9%

D. Actuarial Present Value of Accrued Benefits	Proposed 10/1/2017	Current 10/1/2017
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	18,987,768	18,987,768
Actives	3,577,619	3,577,619
Member Contributions	1,595,019	1,595,019
Total	24,160,406	24,160,406
Non-vested Accrued Benefits	824,373	824,373
Total Present Value Accrued Benefits (PVAB)	24,984,779	24,984,779
Funded Ratio (MVA / PVAB)	73.5%	73.5%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	0	

	Proposed	Current
Valuation Date	10/1/2017	10/1/2017
Applicable to Fiscal Year Ending	9/30/2019	9/30/2019
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll [2]	22.95	22.72
Administrative Expenses (with interest)		
% of Total Annual Payroll [2]	2.86	2.86
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 10/1/2017, with interest)		
% of Total Annual Payroll [2]	46.86	46.65
Total Required Contribution		
% of Total Annual Payroll [2]	72.67	72.23
Expected Member Contributions		
% of Total Annual Payroll [2]	6.50	6.50
Expected City and State Contribution		
% of Total Annual Payroll [2]	66.17	65.73

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances.

[2] Contributions developed as of 10/1/2017 are expressed as a percentage of total annual payroll at 10/1/2017 of $2,312,330.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	*Healthy Active Lives:* **Female:** RP2000 Generational, 100% Combined Healthy White Collar, Scale BB **Male:** RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB *Healthy Inactive Lives:* **Female:** RP2000 Generational, 100% Annuitant White Collar, Scale BB **Male:** RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB *Disabled Lives:* **Female:** 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale **Male:** 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale The assumed rates of mortality were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumption used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in the July 1, 2016 FRS actuarial valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements. Previously, the special risk rates from the July 1, 2015 FRS actuarial valuation report were used.
Interest Rate	8.0% per year compounded annually, net of investment related expenses. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.
Retirement Age	Earlier of age 55 (age 52 for Members unaffected by the change to normal retirement provisions described in Ordinance 14-2015) with 10 years of service or 25 years of credited service. Also, any Member who has reached Normal Retirement is assumed to continue employment for one additional year. We feel this assumption is reasonable based on the plan provisions.
Early Retirement	Commencing with a Member's eligibility for Early Retirement (Age 50 with 10 years of Service), Members

	are assumed to retire with an immediate subsidized benefit at the rate of 5% per year. We feel this assumption is reasonable based on the plan provisions.
Disability Rate	See table below (1205). It is assumed that 75% of disablements and active Member deaths are service related. This assumption was developed from those used by other plans containing Florida municipal Firefighters.
Termination	See table below (1302). This assumption was developed from those used by other plans containing Florida municipal Firefighters.
Salary Increases	5.0% per year until the assumed retirement Age (see table below). Projected salary at retirement is increased on an individual basis to account for non-regular compensation. We believe this assumption is reasonable compared to long term experience realized by the Plan.
Payroll Growth	None.
Administrative Expenses	$63,579 annually. This is equal to the actual non-investment-related expenses paid out of the trust during the year.
Cost-of-Living Adjustment	3.0% per year at age 65.
Funding Method	Entry Age Normal Actuarial Cost Method.
Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.

Age	% Terminating During the Year	% Becoming Disabled During the Year	Current Salary as % of Salary at age 52
20	6.0%	0.14%	21.0%
30	5.0	0.18	34.2
40	2.6	0.30	55.7
50	0.8	1.00	90.7

SUMMARY OF PLAN PROVISIONS

Original Effective Date	May 13, 1958.
Latest Ordinance	Ordinance No. 14-2015.
Eligibility	Full time certified Firefighters from date of employment, including probationary period. Mandatory as a condition of employment.
Credited Service	Total aggregate length of time employed by the City as a Firefighter, whether continuous or not, so long as Member contributions attributable to such periods of service remain in Fund in the event of termination of employment with the City and subsequent reemployment within 5 years.
Average Monthly Earnings	Average earnings (see below) for the highest 3 consecutive years during the 10 years immediately preceding retirement or termination. For Members hired on or after October 27, 2015, average earnings for the highest 5 years during the 10 years immediately preceding retirement or termination.
Earnings	W-2 Earnings plus tax deferred and tax-exempt items of income, for earnings prior to October 27, 2015. Earnings after that date shall mean regular base pay including state funded incentives, holiday pay, driver and paramedic (solo or nonsolo) pay, and overtime pay up to 100 hours per fiscal year. Payments for non-City events, overtime pay in excess of 100 hours per fiscal year, and payments for sick and annual leave in excess of the hours accrued as of August 8, 2013 are excluded.
Member Contribution	6.5% of Compensation.
Interest on Member Contributions	4.5% per year.
City Contributions	Amount required after Member contributions and State premium tax refunds in order to pay current costs and amortize unfunded past service cost over 30 years.

Normal Retirement	
Date	Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service. Members with at least 10 years of Credited Service on October 27, 2015 as well as Members who were within 7 years of normal retirement eligibility on that date retain the normal retirement date previously in effect: earlier of age 52 and 10 years of Credited Service or the completion of 25 years of Credited Service.
Benefit	3.00% of Average Monthly Earnings times Years of Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Early Retirement	
Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year.
Delayed Retirement	Allowable beyond age 70 with consent of the Board. Benefit continued to accrue.
Cost-of-Living Adjustment for Retirees	Up to 3% per year beginning at age 65.
Vesting (Termination of Employment)	
Less than 10 Years	Refund of Member Contributions, with interest.
10 Years or More	Accrued pension payable at Normal Retirement, or, on a reduced basis at Early Retirement, or refund of contributions with interest.

Disability	
Eligibility	Total and permanent; not able to perform any useful duties or service for Fire Department. Board can require periodic re-examination.
Waiting Period	
Service Connected	At expiration of sick pay and accrued vacation pay.
Non-Service Connected	6 months from date of disability.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	
Service Connected	Accrued benefit (at the 3% benefit rate) with a minimum of 42% of Average Monthly Earnings.
Non-Service Connected	25% of pay on date of disability.
Duration	Benefit payable for life (with 120 payments guaranteed) or until recovery, as determined by the Board (optional forms of payment available).
Pre-Retirement Death	
If Not Vested	Refund of contributions plus 4.5% interest.
After Vested	Accrued Benefit (determined using a 2.0% Benefit Multiplier Rate) payable to Beneficiary for 120 months at the Normal Retirement Date (unreduced), Early Retirement Date (reduced as for Early Retirement), or immediately (actuarially reduced for commencement prior to the Early Retirement Date).
Death After Retirement	Benefit payable in accordance with optional form of pension selected at time of retirement.
Chapter 175 Share Accounts	Effective September 30, 2015, a share plan was established pursuant to Chapter 175, Florida Statutes. The City and IAFF Local 2416 have mutually agreed that share plan will not be funded during the 2015 - 2018 collective bargaining agreement.
Board of Trustees	a) Two City Council appointees, b) Two Members of the System elected by a majority of

	the other covered Firefighters, and c) A fifth Member elected by the other 4 and appointed by Council.
Deferred Retirement Option Plan	
Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	
DROP Entry prior to April 1, 2012	At Participant's election (may change semi-annually), either: a) Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) 7.99% fixed.
DROP Entry after March 31, 2012	At Participant's election (may change semi-annually), either: a) Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) Net rate of investment return, not less than 4%, nor greater than 6.5%.
Form of Distribution	Cash lump sum (options available) at termination of employment.

FLORIDA TODAY
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A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003179672
Pymt Method Invoice
Net Amt: $256.87

Run Times: 1

Run Dates: 09/30/18

No. of Affidavits: 1

Text of Ad:

AD#3179672, 9/30/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING

October 10, 2018

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, October 10, 2018, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 09-2018

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

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinance at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 26th
day of September, 2018.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-494	**Version:**	1	**Name:**	Approve First Reading of Ordinance adopting the CRA Plan Update
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/1/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Ordinance No. 10-2018/First Reading: Approving the Cocoa Community Redevelopment Agency Plan Update. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 10-2018 (Modifiying CRA Plan).pdf PZ Staff report - CRA Plan update Letter to BC BOCC regarding Cocoa CRA Plan Update 2018 FT-Legal Advertisement 2018 CRA Plan Update FINAL (10-2-18)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 1, 2018
Agenda Date: October 10, 2018
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the First Reading of an Ordinance approving the Cocoa Community Redevelopment Agency Plan Update.

BACKGROUND:

The Cocoa City Council adopted Ordinance No. 10-81 in 1981 creating the Cocoa Redevelopment Agency. The Cocoa Redevelopment Plan prepared by Glatting, Sellen, Lopez, Anglin was approved in 1982 through adoption of Ordinance No. 28-82. The Plan was updated by Design West Studios in 1997 and adopted by the Cocoa City Council via Ordinance No. 27-97. Glatting, Jackson prepared the Cocoa Waterfront Master Plan in 2008. The Five-Year Cocoa Waterfront Master Plan Update was completed in 2018 and approved at the June Cocoa CRA meeting.

The Cocoa CRA has accomplished several goals and objectives in the past 37 years, including Riverfront Park, the dredged basin, renovated boat launch platforms, the purchase of land for redevelopment, the US 1 and Florida Avenue Streetscape Projects, and the Riverfront Pedestrian Connector. While progress has been made over the years regarding the CRA's core mission of combatting and eliminating slum and blight by implementing redevelopment activities, many more

redevelopment opportunities have been identified that need the CRA's attention, particularly following the destruction of public infrastructure and assets in the riverfront area due to Hurricane Irma.

The Plan was amended twenty-one years ago. Consistent with Comp Plan policy 1.1.4.9 the city shall review and update as necessary the redevelopment area plans. Given the extensive level of new, exciting projects identified in the recent 2018 Cocoa Waterfront Master Plan Update, it is necessary to review, update and amend the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges, future projects and opportunities to implement the Agency Mission and the 2018 Waterfront Master Plan Update. Additionally, since the last plan update, the City acquired Lee Wenner Park and entered into an Interlocal Agreement on July 25, 2017, which recognized that the Park was located within the redevelopment area of the Cocoa CRA and would be subject to the strategic vision for the Cocoa waterfront, as envisioned by the Master Plan.

Need for Modification of the Plan

As stated above, it is necessary to update the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges and opportunities. In accordance with F.S. §163, Chapter III, staff has prepared the attached 2018 Cocoa CRA Redevelopment Plan Update Draft for the LPA, CRA, and City Council's consideration.

It is necessary that the contents of the redevelopment plan reflect the objectives of the CRA. Florida Statutes governing the powers of community redevelopment agencies provide that expenditures and projects of such agencies shall be made "in accordance with the community redevelopment plan" and, further, that general government operating expenses unrelated to the planning and carrying out of a community redevelopment plan may not be paid for or financed by tax increment revenues. Therefore, the Cocoa CRA Redevelopment Plan must be updated to reflect the projects that are anticipated in accordance with the 2018 Waterfront Master Plan and to generally update those projects listed in the Redevelopment Plan that may no longer be desired after 21 years has elapsed since the previous update.

Section 163.360, Florida Statutes, provides that a redevelopment plan shall:

(a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.
(b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
(c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.

In addition, the community redevelopment plan may provide for the development and implementation of community policing innovations. Section 163.360(3).

Also, redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the CRA and update to

projects and reprioritization of projects. The Plan, as warranted and consistent with statutory authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The 2018 Cocoa CRA Redevelopment Plan Update is a culmination of the 1997 Cocoa Redevelopment Plan, the 2008 Cocoa Waterfront Master Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update, as well as the recommendations in the 2017 Cocoa CRA Parking Study Update. The Plan contains the following four (4) sections:

I. Background and History of the Cocoa Redevelopment Agency
II. Existing Conditions Analysis
III. Community Goals, Objectives, and Policy
IV. The Long-Range Master Plan

Staff eliminated Part V (The Implementation Work Program) of the original Plan and incorporated implementation strategies in Section IV (Long-Range Master Plan).

Part I was updated to reflect 2018 changes to F.S. §163, Chapter III and to show current conditions with maps.

The following revisions were made to **Part II**. Updated text to the Land Use section for consistency with the 2010 City of Cocoa Comprehensive Plan, a summary of the 2017 Parking Study Update, demographics, socio-economic data, and maps that illustrate current conditions and the inclusion of overlay districts. New CRA districts were established in the 2008 Cocoa CRA Waterfront Master Plan:

- Cocoa Village
- Heart of Cocoa
- King Street and Willard Street Corridor
- Uptown District
- South of the Village
- US 1 Corridor
- Waterfront

Part III includes an updated Community Workshops Overview, which lists all meetings and workshops held in the development of both the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update. Redevelopment Goals and Objectives have been updated by retaining the relevant goals and objectives from the original Plan and incorporating goals and objectives from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update.

Part IV retains the relevant projects from the original Plan and includes projects from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update, an updated Capital Improvements Plan, Cost Projections, and Sources of Funding.

Plan Consistency with the Comprehensive Plan

Goals, objectives, policies, strategies, and projects were established based on community input and

consensus to implement substantial improvements in the CRA, the following. The goals and objectives provide the framework and general guidelines needed to direct decision making that will enable rational development activities that are consistent with the primary intentions of the community.

Staff evaluated substantive changes to the goals, objectives, policies, strategies and projects of the CRA Plan to ensure consistency with the City of Cocoa's Comprehensive Plan. Staff also presented the draft Plan to the Planning and Zoning Board (P&Z) on September 10, 2018 to ensure consistency with the City's Comprehensive Plan. Based on P&Z Board discussion, staff revised the section on Flood Zones on page 29 of the Plan and added a FEMA Flood Zone Map and CRA Storm Surge Map. By unanimous approval (Motion by Jack Moore, seconded by Sherry Ervin) the P&Z Board made a recommendation to the City Council that the draft of the updated Cocoa Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law and for the LPA to adopt the recommendations and the analysis of the staff report.

The Cocoa CRA held a Special Meeting, which was legally advertised on September 7, 2018, in the Florida Today newspaper, on September 18, 2018, to review and consider the amended and modified Cocoa CRA Redevelopment Plan. The Cocoa CRA Board unanimously approved the Redevelopment Plan update and recommended City Council adopt the amended and modified Cocoa CRA Redevelopment Plan.

The Brevard County Board of County Commission Chairperson and County Manager was notified via email on Friday, September 21, 2018 and via Certified Mail. Additionally, the Public Hearings for City Council consideration of the Cocoa CRA Redevelopment Plan update was legally advertised in the Florida Today newspaper on September 25, 2018. Both the letter to the Brevard County BOCC and legal advertisement proof is attached to this agenda item, of which staff has a copy of the legal advertisement from the Florida Today and are awaiting the affidavit of publication from Florida Today.

STRATEGIC PLAN CONNECTION:

This CRA Plan identifies several areas of the Strategic Plan including improving the image of the city, sustaining the City's long range goals and improving the economic development of the CRA and the City.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the First Reading of an Ordinance approving the Cocoa Community Redevelopment Agency

Plan Update.

ORDINANCE NO. 10-2018

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

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Ordinance is adopted in accordance with the provisions of the Community Redevelopment Act of 1969; and

WHEREAS, the City Council established the Cocoa Community Redevelopment Agency ("Agency") in 1982, and the Agency has served a vital role in mitigating against slum and blight in the Agency's redevelopment area by pursuing and implementing various important redevelopment activities within the Agency's redevelopment area; and

WHEREAS, the Agency has recommended that that the City Council adopt an updated redevelopment plan; and

WHEREAS, the City's Land Planning Agency has reviewed the proposed updated redevelopment plan and has found that pursuant to Section 163.360(4), Florida Statutes, the proposed updated redevelopment plan is consistent and in conformity with the City's Comprehensive Plan; and

WHEREAS, the Agency's redevelopment plan was last amended in March 1997, and the City Council hereby finds that it is necessary and desirable to update the plan due to changed circumstances within the Agency's redevelopment area; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Updated Redevelopment Plan Approved. The amended and restated

Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by City Staff and dated October 2018 is hereby adopted, and is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference.

Section 3. **Code Amendment.** The City of Cocoa Code of Ordinances, Sections 8-21 and 8-22 (a) of the City Code are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 8-21. - Redevelopment plan approved.

The city council approved community redevelopment plan for the Cocoa Redevelopment Agency is the amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by City Staff ~~Design Studios West~~ and dated October 2018 ~~March, 1997~~. A copy the updated redevelopment plan referenced herein shall be maintained on file at City Hall.

Sec. 8-22. - Redevelopment trust fund.

(a) There is hereby established and created, in accordance with the provisions of Florida Statutes, section 163.387, a redevelopment trust fund for the city redevelopment area, hereafter referred to as the "fund," which fund shall be utilized and expended for the purposes of and in accordance with the redevelopment plan adopted pursuant to Section 8-21 of the City Code. ~~Cocoa Redevelopment Plan approved by the city council on July 27, 1982, as embodied in the amended and restated community development plan, Cocoa redevelopment agency, prepared by Design Studios West and dated March, 1997~~.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance, the City Code and updated redevelopment plan may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the

validity of the remaining portions of this ordinance.

Section 7. Effective Date; Updated Redevelopment Plan in Full Force and Effect. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and upon said effective date, the updated redevelopment plan adopted hereunder shall be deemed in full force and effect for the Agency's redevelopment area, and the City and Agency shall hereinafter carry out such updated redevelopment plan in accordance with its terms.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of October, 2018.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: October 10, 2018
Legal Ad Published: _____
Effective Date: October 24, 2018

City of Cocoa
Planning & Zoning Board

STAFF REPORT

Date:	September 6, 2018
Project Name:	Cocoa CRA Redevelopment Plan Update
Project No:	N/A
Meeting Date:	September 10, 2018
Project Planner:	Dodie Selig, AICP – Planning & Zoning Manager
Applicant/Owner:	City of Cocoa
Requested Action:	Recommendation on whether the draft of the updated Cocoa Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law.

I. Background

The Cocoa City Council adopted Ordinance No. 10-81 in 1981 creating the Cocoa Redevelopment Agency. The Cocoa Redevelopment Plan prepared by Glatting, Sellen, Lopez, Anglin was approved in 1982 through adoption of Ordinance No. 28-82. The Plan was updated by Design West Studios in 1997 and adopted by the Cocoa City Council via Ordinance No. 27-97. Glatting, Jackson prepared the Cocoa Waterfront Master Plan in 2008. The Five-Year Cocoa Waterfront Master Plan Update was completed in 2018 and approved at the June Cocoa CRA meeting.

The Cocoa CRA has accomplished several goals and objectives in the past 37 years, including Riverfront Park, the dredged basin, renovated boat launch platforms, the purchase of land for redevelopment, the US 1 and Florida Avenue Streetscape Projects, and the Riverfront Pedestrian Connector. While progress has been made over the years regarding the CRA's core mission of combatting and eliminating slum and blight by implementing redevelopment activities, many more redevelopment opportunities have been identified that need the CRA's attention, particularly following the destruction of public infrastructure and assets in the riverfront area due to Hurricane Irma.

Furthermore, it has been twenty-one years since the Plan has been amended. Consistent with Comp Plan policy 1.1.4.9 the city shall review and update as necessary the redevelopment area plans. Given the extensive level of new, exciting projects identified in the recent 2018 Cocoa Waterfront Master Plan Update, it is necessary to review, update and amend the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges, future projects and opportunities to implement the Agency Mission and the 2018 Waterfront Master Plan Update. Additionally, since the last plan update, the City acquired Lee Wenner Park and entered into an Interlocal Agreement on July 25, 2017, which recognized that the Park was located within the redevelopment area of the Cocoa CRA and would be subject to the strategic vision for the Cocoa waterfront, as envisioned by the Master Plan.

CRA Plan Update Approval Process

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.

Prior to the CRA's consideration of an update to the Redevelopment Plan, the City's Land Planning Agency ("LPA"), must review the proposed Plan modifications for conformance with the City's Comprehensive Plan. The Act requires that the Plan be consistent with the City's Comprehensive Plan. See §163.360(2)(a), Fla. Stat. Importantly, the LPA's role in the Redevelopment Plan update process is solely to consider whether the proposed amendments are consistent with the City's Comprehensive Plan.

Upon receipt of comments and a recommendation from the Cocoa Planning and Zoning Board (LPA), the CRA will make whatever adjustments are necessary to the draft Plan modifications and conduct a hearing to formally recommend the final draft of the Plan modifications to the City Council.

The City Council will then consider adopting an ordinance with the Plan modifications and shall be required to provide notice of the modifications, prior to adoption, to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographical boundaries of the Agency's redevelopment area.

Need for Modification of the Plan

As stated above, it is necessary to update the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges and opportunities. In accordance with F.S. §163, Chapter III, staff has prepared the attached 2018 Cocoa CRA Redevelopment Plan Update Draft for the LPA, CRA, and City Council's consideration.

It is necessary that the contents of the redevelopment plan reflect the objectives of the CRA. Florida Statutes governing the powers of community redevelopment agencies provide that expenditures and projects of such agencies shall be made "in accordance with the community

redevelopment plan" and, further, that general government operating expenses unrelated to the planning and carrying out of a community redevelopment plan may not be paid for or financed by tax increment revenues. Therefore, the Cocoa CRA Redevelopment Plan must be updated to reflect the projects that are anticipated in accordance with the 2018 Waterfront Master Plan and to generally update those projects listed in the Redevelopment Plan that may no longer be desired after 21 years has elapsed since the previous update.

Section 163.360, Florida Statutes, provides that a redevelopment plan shall:

(a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.
(b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
(c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.

In addition, the community redevelopment plan may provide for the development and implementation of community policing innovations. Section 163.360(3).

The 2018 Cocoa CRA Redevelopment Plan Update is a culmination of the 1997 Cocoa Redevelopment Plan, the 2008 Cocoa Waterfront Master Plan and the Five-Year Cocoa Waterfront Master Plan Update, as well as the recommendations in the 2017 Cocoa CRA Parking Study. The Plan contains the following four (4) sections:

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Part I was updated to reflect 2018 changes to F.S. §163, Chapter III and to show current conditions with maps.

The following revisions were made to **Part II**. Updated text to the Land Use section for consistency with the 2010 City of Cocoa Comprehensive Plan, a summary of the 2017 Parking Study Update, demographics, socio-economic data, and maps that illustrate current conditions and the inclusion of overlay districts. CRA districts were established in the 2008 Cocoa CRA Waterfront Master Plan.

- Cocoa Village
- Heart of Cocoa
- King Street and Willard Street Corridor
- Uptown District
- South of the Village
- US 1 Corridor
- Waterfront

Part III includes an updated Community Workshops Overview, which lists all meetings and workshops held in the development of both the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update. Redevelopment Goals and Objectives have been updated by retaining the relevant goals and objectives from the original Plan and incorporating goals and objectives from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update.

Part IV retains the relevant projects from the original Plan and includes projects from the 2008 Cocoa Waterfront Plan and the 2018 Five-Year Cocoa Waterfront Master Plan Update, an updated Capital Improvements Plan, Cost Projections, and Sources of Funding.

Plan Consistency with the Comprehensive Plan

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 rational development activities that are consistent with the primary intentions of the community.

Staff evaluated the goals, objectives, policies, strategies and projects of the CRA Plan to ensure consistency with the City of Cocoa's Comprehensive Plan.

Although some wordsmithing has taken place, many of the goals, policies and objectives identified in the prior CRA Redevelopment Plan have not been changed. The substantive changes are as follows:

FUTURE LAND USE

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Objective: 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.	**Policy 1.1.2.6:** 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. 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.
Objective: Utilize Crime Prevention Through Environmental Design (CPTED) principles in order to increase the safety of housing developments through the planning process and incorporate them in the land development regulations. CPTED principles and strategies shall include natural access control, natural surveillance, territorial reinforcement, and target hardening.	**Objective 3.2.3:** Housing Safety. The City of Cocoa shall utilize Crime Prevention Through Environmental Design (CPTED) principles in order to increase the safety of housing developments through the planning process and incorporate them in the land development regulations. CPTED principles and strategies shall include natural access control, natural surveillance, territorial reinforcement, and target hardening.
Goal Provide aesthetic improvements and way-finding measures to increase the sense of community identity.	**Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.
Goal Make the protection of the historic character of the CRA a priority in all development activities.	**Policy 1.1.3.3:** The City shall redevelop the Central Business District as a viable business district while preserving the historic character of Cocoa Village and of adjacent historic resources, housing and residential neighborhoods, and with protecting natural resources.
Objective:	**Policy 1.1.6.2:** The City shall consider creating design

Encourage the retention and preservation of landmarks and historically significant structures.	regulations to protect the locally designated historic sites and districts. **Policy 1.1.6.5:** The City shall facilitate the education of the public regarding the significance and historic values associated with the City's architectural, historical, geological, and archaeological resources, and the costs associated with the loss of such resources. **Policy 1.1.6.6:** The City shall give consideration to the establishment of an historic zoning district.
Objective: Encourage the continued identification, analysis, and preservation of the CRA's historical resources.	**Policy 3.2.2.2:** The City shall pursue available grants and alternative funding, where appropriate, to expand the local knowledge and awareness of existing historic and archaeological sites and structures. **Policy 3.2.2.4:** The City shall encourage the continued identification, analysis, and preservation of the City's historical resources. Such efforts shall include determination of their significance and vulnerability, as well as implementation of preservation management policies. Environmental reviews of units assisted with governmental resources shall be conducted as required.
Objective: Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.	**Policy 3.2.2.3:** The City shall assist owners of designated historically significant housing to apply for and utilize state and federal assistance programs.

TRANSPORTATION

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Objective: 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.	**Policy 2.1.14.1:** The City shall continue to conduct coordination meetings with the Florida East Coast (FEC) Railroad and Amtrak to establish a future passenger transportation terminal within the City limits.
Goal The CRA shall support the development of parking	**Policy 1.1.3.8:** The City shall continue to monitor and, as

strategies to support the transportation goals.	appropriate, conduct parking studies to examine the demand and availability of parking in the Cocoa (Downtown) Redevelopment Area. **Objective 2.1.15:** The City shall develop parking strategies to support the transportation goals.
Objective: 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.	**Policy 2.1.15.1:** The City shall seek a public-private partnership to help establish a multi-use, multi-level parking facility 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

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Goal Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.	**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 3.3.1:** The City shall maintain land development regulations and procedures which assist the private and non-profit sector in providing identified housing needs of various types, sizes and costs. **GOAL 3.7:** The City shall promote opportunities for the creation of housing and infill development within the City. **Objective 3.7.5:** The City shall continue to support the revitalization of its Florida Enterprise Zone, its designated Florida Brownfield Area, the Diamond Square Redevelopment Area and the Heart of Cocoa Area concentrating on issues such as crime, economic development, and affordable housing.
Objective: The CRA shall continue to utilize local government partnerships with the private sector in order to	**Policy 3.1.1.3:** The City shall continue to utilize local government partnerships with the private

improve the efficiency and expand the capacity of the housing delivery system.	sector in order to improve the efficiency and expand the capacity of the housing delivery system.
Objective: The CRA shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.	**Policy 3.1.1.6:** The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.
Objective: 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.	**Objective 3.2.2:** 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

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Objective: 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.	**Policy 6.1.1.3:** The City will continue to reduce the quantity and improve the quality of stormwater discharge into receiving water bodies and wetlands by continuing to maintain and operate the following stormwater storage/treatment systems: **A.** The Rockpond Project treats stormwater runoff from 170+ acres of developed land in Cocoa that discharges into the St. Johns River. This project is a cooperative effort with the City of Rockledge and Brevard County. **C.** The Riverfront Park Project stormwater treatment system treats urban stormwater runoff from 20+ acres and will continue to be monitored for its performance in accordance with its St. Johns River Water Management District permit. **E.** Continue to seek additional projects for retrofitting stormwater systems utilizing best management practices and seeking grants as available.

COASTAL

CRA Goals & Objectives	Consistency with Comprehensive Plan
Goal The natural resources of the 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.	**GOAL 9.1:** The natural resources of the City's 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.
Objective: The CRA shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.	**Objective 9.1.2:** Estuarine Environmental Quality. The City shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.
Objective: The CRA shall continue to promote appropriate land uses along the Lagoon consistent with the public need, while protecting natural resources.	**Objective 9.1.3:** Priority of Lagoon Shoreline Land Uses. The City shall continue to promote appropriate land uses along the Lagoon consistent with the public need, while protecting natural resources.
Objective: 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.	**Objective 9.1.4:** Public Expenditures in Coastal High Hazard Area. 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 City's Redevelopment Plan.
Objective: 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.	**Policy 9.1.5.7:** The City 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.
Objective: 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	**Objective 12.1.7:** The city 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

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 Intracoastal Waterway.	addition, the City 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 City's lakes and tributaries associated with St. John's River, and in the Indian River within the zone between the Cocoa shoreline and the Intracoastal Waterway. The protection shall be as great, or greater, than they were in 1988, as determined by SJRWMD and the DEP, using DEP established standards.
Objective: The CRA shall not encourage or promote shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat.	**Policy 12.1.7.4:** The City shall not permit shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat. The applicant shall demonstrate how any potential adverse impact shall be reduced or avoided.

RECREATION AND OPEN SPACE

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Objective: The CRA shall provide inter-connectivity between recreational facilities and the surrounding community.	**Objective 10.1.3:** The City shall provide interconnectivity between recreational facilities and the surrounding community. **Policy 10.1.3.5:** The City will work to incorporate connectivity wherever feasible between recreational facilities in the City and the existing Brevard County Greenways and Trails Master Plan system.

INTERGOVERNMENTAL COORDINATION

CRA Goals & Objectives	**Consistency with Comprehensive Plan**
Goal The CRA shall evaluate the impacts of any development on and from adjacent jurisdictions.	**Objective 13.1.1:** Coordinate Comprehensive Plan. The City shall continue to coordinate comprehensive planning and intergovernmental issues with Brevard County, adjacent municipalities and the East Central Florida Regional Planning Council (ECFRPC).

Objective: The CRA shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.	**Policy 13.1.2.3:** The City shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.

COCOA CRA CAPITAL IMPROVEMENTS PLAN

CRA Projects - Waterfront	**Consistency with Comprehensive Plan**
Living Breakwater	**Policy 14.1.3.5:** Capital improvements planning will include evaluations of the costs and benefits of upgrading, expanding or modifying regionally significant public facilities versus the cost of constructing new facilities.

North Mooring Facility + Pump Out vessel & facilities Submerged Land Lease Query T Dock with mix of fixed and floating piers + 100' extension. Include floating piers +concrete construction Dinghy Dock Day Slips Shoreline Stabilization	**Policy 9.1.3.4:** The City shall require that new marinas, mooring fields and substantial improvements or additions to existing marinas demonstrate compliance with the following criteria: A. Economic need and feasibility; B. Land use compatibility with surrounding land uses; C. Availability of upland support services; D. Availability for public use; E. A plan to ensure that water quality will not be degraded below existing FDEP water classification standards. The plan shall address the maintenance and containment of stormwater runoff and wash-down water for dry storage areas and sanitary sewer disposal; F. Hurricane contingency planning; G. A plan for mitigation activities in the event that the environment is adversely affected; and H. An educational plan for users regarding impacts on the Lagoon is in place. The above criteria were demonstrated to be satisfied during the planning process for the 2018 Waterfront Master Plan, adopted in June 2018. **Policy 9.1.5.1:** The City shall, where appropriate, maintain and preserve all public access and water-related recreational facilities and shall inventory existing public access to the lagoon and water-related recreational facilities to identify deficiencies. **Policy 9.1.5.2:** The City shall encourage the preservation of recreational and commercial working waterfronts as defined in section 342.07, F.S.Policy **Policy 10.1.1.5:** The City shall ensure the provision of a range of different types of facilities for passive outdoor recreational activities including nature trails or boardwalks, waterway trails, interpretive displays, educational programs, and/or wildlife observation areas.

New Civic Center	**Policy 14.1.3.5:** Capital improvements planning will include evaluations of the costs and benefits of upgrading, expanding or modifying regionally significant public facilities versus the cost of constructing new facilities. The benefits of constructing a new Civic Center were weighed against the costs during the planning process for the 2018 Waterfront Master Plan, adopted in June 2018, which included better support of community needs and better utilization of the waterfront views for the Cocoa Village and Delannoy Avenue.
Harbor Master Building	**Policy 9.1.5.1:** The City shall, where appropriate, maintain and preserve all public access and water-related recreational facilities and shall inventory existing public access to the lagoon and water-related recreational facilities to identify deficiencies. **Policy 9.1.5.2:** The City shall encourage the preservation of recreational and commercial working waterfronts as defined in section 342.07, F.S.Policy
Lee Wenner Park Renovation	**Policy 9.1.5.1:** The City shall, where appropriate, maintain and preserve all public access and water-related recreational facilities and shall inventory existing public access to the lagoon and water-related recreational facilities to identify deficiencies. **Policy 9.1.5.2:** The City shall encourage the preservation of recreational and commercial working waterfronts as defined in section 342.07, F.S.Policy **Policy 10.1.1.5:** The City shall ensure the provision of a range of different types of facilities for passive outdoor recreational activities including nature trails or boardwalks, waterway trails, interpretive displays, educational programs, and/or wildlife observation areas.
Large Vessel Docking Pier	**Policy 9.1.5.1:** The City shall, where appropriate, maintain and preserve all public access and water-related

	recreational facilities and shall inventory existing public access to the lagoon and water-related recreational facilities to identify deficiencies. **Policy 9.1.5.2:** The City shall encourage the preservation of recreational and commercial working waterfronts as defined in section 342.07, F.S.Policy **Policy 9.1.3.4:** The City shall require that new marinas, mooring fields and substantial improvements or additions to existing marinas demonstrate compliance with the following criteria: A. Economic need and feasibility; B. Land use compatibility with surrounding land uses; C. Availability of upland support services; D. Availability for public use; E. A plan to ensure that water quality will not be degraded below existing FDEP water classification standards. The plan shall address the maintenance and containment of stormwater runoff and wash-down water for dry storage areas and sanitary sewer disposal; F. Hurricane contingency planning; G. A plan for mitigation activities in the event that the environment is adversely affected; and H. An educational plan for users regarding impacts on the Lagoon is in place. *If the project becomes feasible, further evaluation of the criteria will be finalized.

CRA Projects – Downtown Park	**Consistency with Comprehensive Plan**
Taylor Park Renovation	**Policy 10.1.1.8:** The City will ensure that all recreational facilities are well maintained and redeveloped as needed.
Promenade Reconstruction	**Policy 9.1.5.1:** The City shall, where appropriate, maintain and preserve all public access and water-related recreational facilities and shall inventory existing public access to the lagoon and water-related recreational facilities to identify deficiencies.

	Policy 9.1.5.2: The City shall encourage the preservation of recreational and commercial working waterfronts as defined in section 342.07, F.S.Policy **10.1.1.5:** The City shall ensure the provision of a range of different types of facilities for passive outdoor recreational activities including nature trails or boardwalks, waterway trails, interpretive displays, educational programs, and/or wildlife observation areas.
Promenade Overlooks	**Policy 10.1.1.5:** The City shall ensure the provision of a range of different types of facilities for passive outdoor recreational activities including nature trails or boardwalks, waterway trails, interpretive displays, educational programs, and/or wildlife observation areas.
Porcher House Lawn & Garden	**Policy 10.1.1.8:** The City will ensure that all recreational facilities are well maintained and redeveloped as needed.
Support Building for Amphitheatre	**Policy 10.1.1.8:** The City will ensure that all recreational facilities are well maintained and redeveloped as needed.
Harrison Street Streetscape	**Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification.

CRA Projects – Overall Cocoa CRA	**Consistency with Comprehensive Plan**
Evaluate Site Design Standards	**Policy 1.1.5.2:** The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods. **Objective 1.2.1:** 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.

	Policy 1.2.2.2: The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

CRA Projects – US Highway One Corridor	**Consistency with Comprehensive Plan**
Evaluate Site Design Standards	**Policy 1.1.5.2:** The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods. **Objective 1.2.1:** 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. **Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

CRA Projects – Uptown District	**Consistency with Comprehensive Plan**
Street and Sidewalk Improvement Program	**Objective 2.1.6:** Pedestrian and Bicycle Facilities. The City shall ensure safe and adequate movement of pedestrians and bicyclists. **Policy 2.1.6.1:** The City shall conduct pedestrian movement and safety studies to determine high travel patterns and accident areas, and remedial actions shall be taken by the City where feasible and practical to mitigate safety problems where conditions have

	been determined to be unacceptable. **Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification.
Landscape Standards	**Objective 1.1.4:** The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable. **Policy 1.1.5.1:** More intense development such as commercial, mixed-use and industrial uses shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low-scale professional offices or medium density residential development. In the absence of transitional land uses, potential adverse impacts to surrounding residential should be mitigated through the use of: A. Buffer areas that will provide a separation between commercial and single-family residential structures; B. Landscaping and/or trees separating the commercial and residential land use; and C. Walls and/or opaque vegetative screens separating the commercial and single-family residential land use.
Signage Regulations	(enforced through the Land Development Regulations)
Land Use Plan Provisions	**Policy 1.1.2.6:** Mixed-Use (MU) **E.** Mixed use buildings within a single development will be highly encouraged in this category.

CRA Projects – Heart of Cocoa	Consistency with Comprehensive Plan
Comprehensive Investment Strategy	**Policy 1.1.4.12:** The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts.
Catalyst Park Site	**Policy 10.1.1.5:** The City shall ensure the provision of a range of different types of facilities for passive outdoor recreational activities including nature trails or boardwalks, waterway trails, interpretive displays, educational programs, and/or wildlife observation areas.

CRA Projects – Waterfront Neighborhood Infill Development	Consistency with Comprehensive Plan
Single Family Infill	**Policy 1.1.4.10:** The City will encourage infill development and redevelopment in blighted areas or areas in transition, and encourage new housing development in appropriate areas where community services exist or are programmed to occur. **Policy 3.2.2.6:** The City will adopt incentives to retain historically significant residential structures in the City through a variety of strategies and procedures including zoning, land development regulations, public and private land acquisition programs, and other techniques. **Policy 3.7.5.4:** The City shall continue to pursue environmentally-related grants, such as Brownfields Assessment and Cleanup Grants, to advance the cleanup, restoration and redevelopment of City designated Brownfields areas and sites.
Multi-Family Infill	**Policy 1.1.4.10:** The City will encourage infill development and redevelopment in blighted areas or areas in transition, and encourage new housing development in appropriate areas where community services exist or are programmed to occur.

	Policy 3.2.2.6: The City will adopt incentives to retain historically significant residential structures in the City through a variety of strategies and procedures including zoning, land development regulations, public and private land acquisition programs, and other techniques. **Policy 3.7.5.4:** The City shall continue to pursue environmentally-related grants, such as Brownfields Assessment and Cleanup Grants, to advance the cleanup, restoration and redevelopment of City designated Brownfields areas and sites.

CRA Projects – South of Cocoa Village	**Consistency with Comprehensive Plan**
Residential Infill Node	**Policy 1.1.4.10:** The City will encourage infill development and redevelopment in blighted areas or areas in transition, and encourage new housing development in appropriate areas where community services exist or are programmed to occur. **Policy 1.1.4.12:** The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts.
Major Mixed Use Node (Rockledge/Cocoa City Line)	**Policy 13.1.2.3:** The City shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.

CRA Projects – State Road 520 Corridor	**Consistency with Comprehensive Plan**
King Street and Willard Street Improvements Option A	**Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for

	median landscaping and road beautification.
King Street and Willard Street Improvements Option B	**Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification. **Objective 2.1.6:** Pedestrian and Bicycle Facilities. The City shall ensure safe and adequate movement of pedestrians and bicyclists. **Policy 2.1.6.1:** The City shall conduct pedestrian movement and safety studies to determine high travel patterns and accident areas, and remedial actions shall be taken by the City where feasible and practical to mitigate safety problems where conditions have been determined to be unacceptable.
Improve Intersections at King/Brevard & Willard/Brevard Streets	**Objective 2.1.6:** Pedestrian and Bicycle Facilities. The City shall ensure safe and adequate movement of pedestrians and bicyclists. **Policy 2.1.6.1:** The City shall conduct pedestrian movement and safety studies to determine high travel patterns and accident areas, and remedial actions shall be taken by the City where feasible and practical to mitigate safety problems where conditions have been determined to be unacceptable.
Promote Vehicular Cross Access from King or Willard Streets	**Policy 2.1.11.6:** Access points to parcels with frontage along two or more roadways being located on the roadway of lower functional classification.

CRA Projects – Cocoa Village Gateways and Signage Consistency with Comprehensive Plan

Identify Gateway Locations and Develop Wayfinding Package	**Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles

	and gateway designs to highlight the entrances to the City.
6 Forrest Avenue Entrance Feature	**Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.
Gateways and Signage	**Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

CRA Projects – Streets	**Consistency with Comprehensive Plan**
Rosa L. Jones Traffic Circle	**Policy 1.2.2.2:** The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City. **Policy 2.1.5.5:** The City shall seek alternative funding sources for roadway improvements, including but not limited to, tax increment financing. **Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification.
Two Way Street Conversion	**Objective 2.1.5:**

	Right-of-Way Preservation. The City shall formally identify right-of-way needs and a priority schedule for acquisition or reservation shall be maintained. Protection of existing right-of-way from building encroachment shall be assured. **Objective 10.1.3:** The City shall provide interconnectivity between recreational facilities and the surrounding community.
Underpass beneath SR 520	**Objective 10.1.3:** The City shall provide interconnectivity between recreational facilities and the surrounding community.
Municipal Parking/Shared Parking Facilities/ On Street Parking	**Policy 2.1.5.5:** The City shall seek alternative funding sources for roadway improvements, including but not limited to, tax increment financing. **Objective 2.1.15:** The City shall develop parking strategies to support the transportation goals.
Street Tree Program	**Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification.
Streetscape Reconstruction	**Policy 2.1.7.5:** The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users. **Policy 2.1.7.6:** The City shall pursue grant opportunities for median landscaping and road beautification.

CRA Projects – Catalyst Mixed Use Redevelopment Sites	**Consistency with Comprehensive Plan**
Former City Hall Site	**Policy 1.2.1.1:** The City should encourage public-private partnership to develop mixed-use projects at key-locations in the Central Business District, and

	entice others to do the same. **Policy 1.1.4.12:** The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts.
Bank of America Site	**Policy 1.2.1.1:** The City should encourage public-private partnership to develop mixed-use projects at key-locations in the Central Business District, and entice others to do the same. **Policy 1.1.4.12:** The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts.
SunTrust Bank Site	**Policy 1.1.4.12:** The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts. **Policy 2.1.15.1:** The City shall seek a public-private partnership to help establish a multi-use, multi-level parking facility to reduce traffic congestion and increase pedestrian safety, reduce the amount of surface parking lots and increase green space within the Central Business District.

Approval Timeline

Staff developed the below schedule to amend the Plan in accordance with applicable noticing and meeting requirements.

A public workshop was held last month to present the Draft Plan and illicit comments. The LPA's recommendation and the updated Redevelopment Plan shall be submitted to the Agency for final consideration and approval at the Cocoa CRA Special Meeting on September 18, 2018. Notice of Council Meeting dates to review the Plan will be sent by registered mail to pertinent taxing authorities, at least 15 days prior to first reading. The Final Plan will go to the City Council for first and second reading next month.

August 29	Public Community Input Meeting
September 4	Special Cocoa CRA meeting to approve draft plan
September 10	**Special PZ Meeting for consistency review.**

September 18	Special Cocoa CRA meeting to approve the plan
September 20	Notice of Plan review dates via certified mail to BOCC
October 10	City Council first reading
October 24	City Council second reading

II. Budgetary Impact

No budgetary impact.

III. Previous Action

The Cocoa Community Redevelopment Agency (CRA) approved the Cocoa Waterfront Master Plan on November 5, 2008.

The Cocoa CRA a□□roved the Five-Year Cocoa Water□ront Master Plan U□date on June 12, 2018

IV. Recommended Motion

Recommendation on whether the draft of the updated Cocoa Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law.

City Manager's Office
65 Stone St. - Cocoa, FL 32922
Phone: (321) 433-8737 Email: jtitkanich@cocoafl.org

September 21, 2018

The Honorable Rita Pritchett, Chairperson
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

RE: Cocoa Community Redevelopment Agency Community Redevelopment Plan (Enclosed)

Dear Chairperson Pritchett:

The Cocoa City Council adopted Ordinance No. 10-81 on April 14, 1981, which created the Cocoa Redevelopment Agency. The current Cocoa CRA Community Redevelopment Plan was adopted on June 24, 1997, by Ordinance No. 27-97.

While several goals, objectives and projects of the 1997 Cocoa CRA Community Redevelopment Plan have been addressed and accomplished since its adoption. In 2008 the Cocoa CRA approved the Cocoa Waterfront Master Plan, and in 2018 following the devastation of Hurricane Irma to the waterfront facilities, infrastructure and amenities a community based planning initiative was undertaken to update the redevelopment of the waterfront, including Lee Wenner Park. It was determined by the Cocoa CRA Board that the current redevelopment plan needed to be modified to reflect current conditions, identify new challenges and opportunities, incorporate waterfront restoration improvements and redevelopment projects, and extending the time certain (life) of the plan from 2027 to 2041 to undertake the community redevelopment projects and activities.

The Cocoa Community Redevelopment Agency Board unanimously approved the adoption of the Community Redevelopment Plan update on September 18, 2018, following the City of Cocoa Planning and Zoning Board finding at its September 10, 2018 meeting the modified Community Redevelopment Plan to be in conformance with the City's Adopted 2010-2020 Comprehensive Plan. The Cocoa CRA authorized staff to present the modified Community Redevelopment Plan to the City Council for approval. The Cocoa CRA Community Redevelopment Plan's first public hearing before Cocoa City Council will be held on October 10, 2018, and the second public hearing to adopt the Cocoa CRA Community Redevelopment Plan will be held on October 24, 2018. Both public hearings will be held at a regularly scheduled City Council meeting at Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida and the meetings begin at 6 p.m.

I will make myself available to provide a presentation on the Cocoa CRA Community Redevelopment Plan at either the October 9th or 23rd Regular Meeting of the Board of County Commissioners.

Should you have any questions, please do not hesitate to contact me at (321) 433-8737.

Regards,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

CITY OF COCOA
NOTICE OF PUBLIC HEARINGS
FOR THE
COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA)
REDEVELOPMENT PLAN UPDATE 2018

Notice is hereby given that the City Council of the City of Cocoa will hold two public hearings at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider the following ordinance:

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

In accordance with the Community Redevelopment Act of 1969, the Ordinance, if approved, will adopt an updated Redevelopment Plan for the Cocoa Community Redevelopment Agency, and modify the City Code accordingly.

First Public Hearing: **Wednesday, October 10, 2018 at 6:00 p.m.**

Second Public Hearing: **Wednesday, October 24, 2018 at 6:00 p.m.**

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising. The proposed ordinance may be inspected by the public at the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922 between 8:30 a.m. and 5 p.m., Monday through Friday. Interested parties may appear at the public hearings and be heard regarding the ordinance.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing special accommodation to participate in this public hearing proceeding should contact the City Clerk's Office at 321-433-8484 no later than 48 hours prior to the proceeding for assistance. Interested parties are also hereby advised that they may appear at said meeting and be heard with respect to the ordinance. Written comments from the public with regard to the ordinance will also be accepted.

For more information related to the proposed ordinance and the updated Cocoa Community Redevelopment Plan, please contact Ms. Charlene Neuterman, Redevelopment Program Manager at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 19th day of September 2018.

Carie Shealy, MMC, City Clerk

FT-0000607097

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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Cocoa Community Redevelopment Agency

Redevelopment

Plan Update

October 2018

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

City Staff

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Nancy A. Bunt, Deputy Community Services Director
Larry J. Lallo, Economic Development Manager
Charlene Neuterman, Redevelopment Program Manager
Samia Singleton, Economic Development Specialist
Kathleen Frederick, Executive Secretary to the City Manager's Office

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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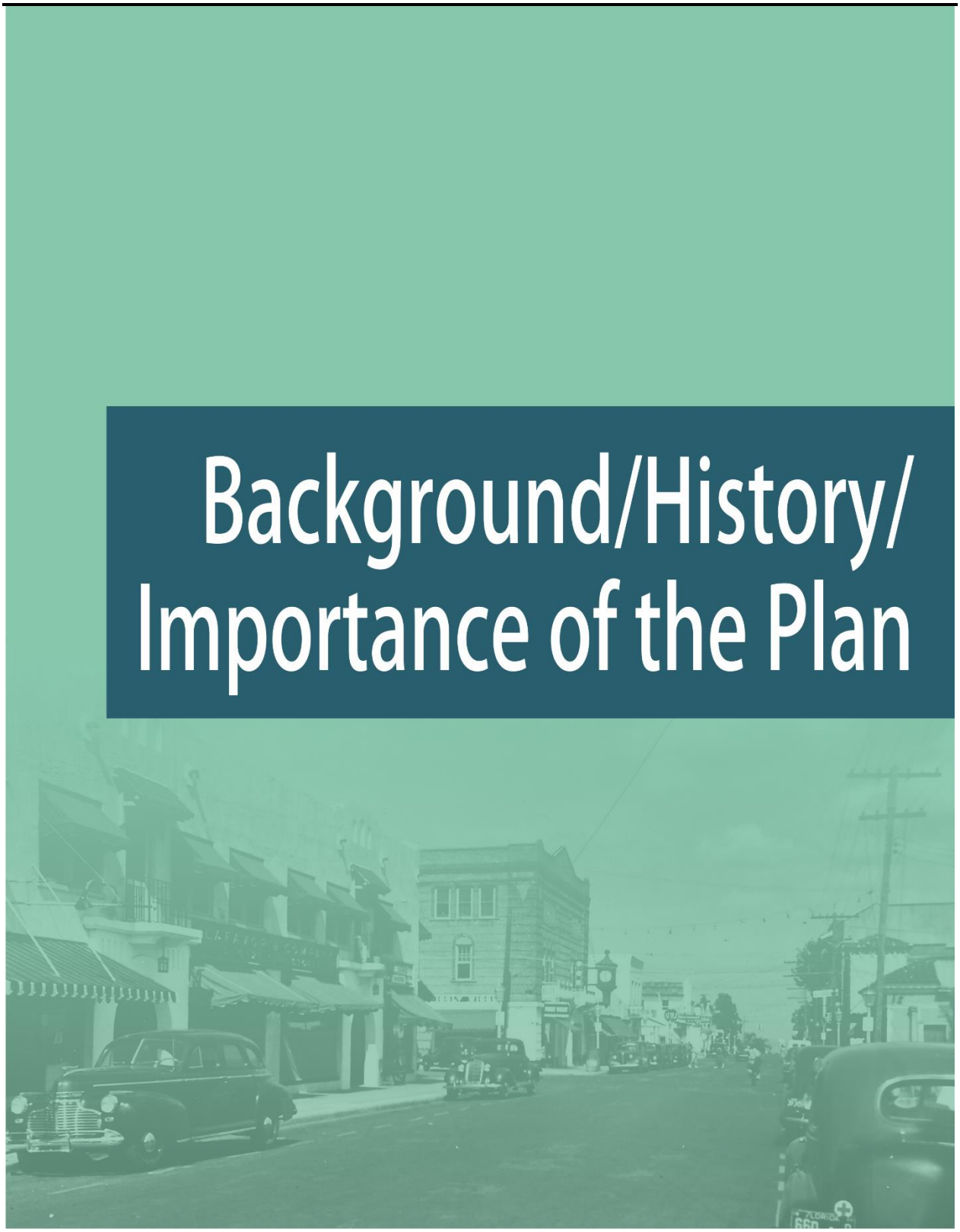


Introduction to the Cocoa CRA Plan

This document represents the 2018 update of the Cocoa Community Redevelopment Agency's Redevelopment Plan. The Plan was originally completed and adopted in 1981 and updated in 1997. The Cocoa Community Redevelopment Agency (hereinafter referred to as the "Agency," "CRA Agency" or "CRA") was created in 1980 to guide the City in its redevelopment efforts of the City's downtown and surrounding area. The primary purpose of the Agency is to revitalize the physical and economic environment of the Community Redevelopment Area by promoting and implementing redevelopment activities that mitigate against slum and blight within the redevelopment area. The creation of the Agency allowed the Agency to utilize a financing mechanism known as Tax Increment Financing authorized by Florida Statutes upon the adoption a Redevelopment Plan to guide the sound use of these funds for redevelopment activities within the redevelopment area. The Agency's redevelopment plan, as amended over the years, has guided the expenditure of the tax increment financing monies in the redevelopment area since 1981.

By 1996, the original CRA Redevelopment Plan no longer reflected existing conditions. Plan modifications were needed for the Agency to undertake new projects due to the changing conditions within the redevelopment area and City, and the Agency's desire to undertake a variety of new programs not anticipated at the time of the original redevelopment plan was adopted. This 2018 update to the Redevelopment Plan provides the framework for programming a new series of redevelopment activities within the CRA. Since it is not possible or practical for the Community Redevelopment Agency to fund and implement all redevelopment projects in the redevelopment area, the plan sets forth a series of goals, policies and objectives, implementation steps and specific proposed projects intended to leverage or stimulate the type of public interest and private investment necessary to achieve revitalization and removal of slum and blight within the redevelopment area.

Redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the community redevelopment area and update to projects and reprioritization of projects. The plan, as warranted and consistent with statutory authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs, and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The extended time period is required, in part, because the Agency funds the implementation of the Redevelopment Plan using tax increment financing, which is dependent on increasing property values within the redevelopment area. The Great Recession and Hurricane Irma negatively impacted the redevelopment area. Since the Great Recession and Hurricane Irma, there has been a renewed interest in developing key vacant parcels within the redevelopment area by the private sector and such projects are now more viable. Additionally, the destruction caused by Hurricane Irma to public infrastructure has made it necessary to for the City and the Agency to redevelop public properties and infrastructure. The CRA believes extending the timeframe will allow the City to capitalize on the potential future increase in TIF money for purposes of supporting the public infrastructure needs of the redevelopment area and the renewed interest in redeveloping various private properties within the redevelopment area.

History of the Cocoa CRA

The City of Cocoa is a coastal community located on the western shore of the Indian River in Brevard County. The City is bordered by the City of Rockledge to the south, the Indian River on the east and unincorporated Brevard County on the north and west. Cocoa was settled in the 1860s and was known as Scrub City, Magnolia Point. Initially platted as Indian River City in 1882, Cocoa started as an agricultural area with over 20,000 citrus trees. Farmers in the area commonly produced oranges, lemons, pineapples, bananas and cane syrup. The introduction of the steamship transformed logistics and attracted related businesses such as ice plants, packing houses, and canneries. Cocoa expanded as an agricultural production hub and incorporated as a city in 1895. Henry Flagler's Florida East Coast Railway, which arrived in Cocoa in 1896, quickly replaced the steamboat as the primary mode of transport in the region. Cocoa's prosperity was evidenced by the diversity of stores, nice houses, wide sidewalks and a number of schools in the downtown core by 1905. An African-American community was formed on the west side of Florida Avenue and the railroad (known as The Heart of Cocoa) because of the area's proximity to citrus fields. Several black-owned businesses and two churches were established, serving the Heart of Cocoa residents.

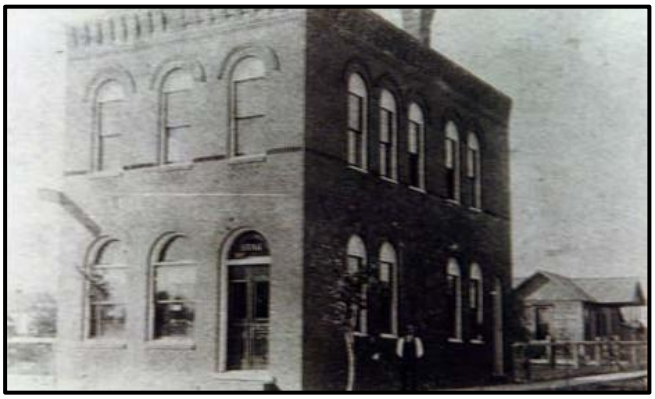




Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters of the Florida Citrus Exchange – a prominent cooperative for the packing, shipping and marketing of local citrus. Packing houses and associated businesses lined the Indian River riverfront, and by the 1920s, Cocoa had the fifth largest number of packing houses in the state. It also had a large Orange Festival, which consisted of three days of activities, races on Cocoa Beach, and a ball at the New Indian River Hotel.

Despite the utility of the Indian River to the citrus industry, it was also a barrier to reaching Merritt Island and the Atlantic. Private boats and yacht service were the only ways to cross the river. By 1917, a 5,840 foot-long bridge spanned the River with a draw bridge that would still allow for boating activities. Once linked to Merritt Island, Cocoa residents were eager to build a road all the way to the beach, which was completed in 1923.

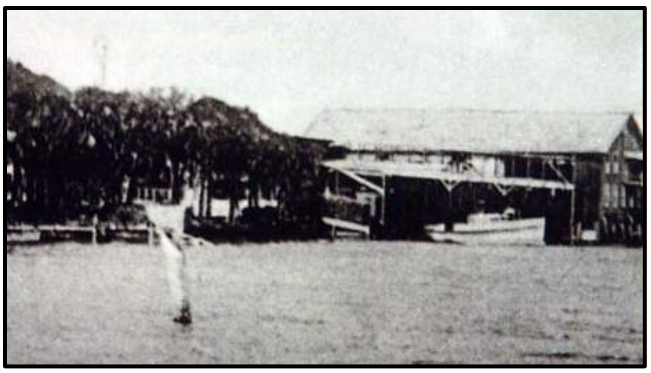
The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of town were Brevard and Delannoy Avenues, Willard and Magnolia (now Stone) Streets, and King Street which provided direct access to the city's dock. Most of the growth was concentrated naturally because of access to the railroad and wharves; residential development occurred along the fringes of the commercial core.





In addition to the development of downtown, Cocoa became a real estate center – developing drained lands further west. Located between the St. Johns River and the railroad, the Cocoa Drainage District was created in the 1920s. The draining of these lands was possible through better technology and greater real estate pressures, but it was also enabled by the growing accessibility of owning a car. In Brevard County in 1920, there were only 749 registered cars; by 1927 there were about 6,000. This began to change the landscape in seemingly small ways at first, such as the cropping up of tourist "auto camps" and filling stations downtown.





By 1940, the population of Cocoa was 3,014 people. King Street was extended west from US 1, and Fiske Boulevard extended from Poinsett Drive (Rosa L. Jones Boulevard). More prevalent car ownership and development of areas north of the city led to Cocoa residents living outside of the downtown core and returning for work, shopping, and recreation.



In the 1950's, everything changed for Cocoa and Brevard County with the coming of the Space Program. This massive development of technology on Cape Canaveral brought thousands of skilled jobs to the area. Facilities and infrastructure were built quickly in order to meet the housing demand, without a great deal of planning. While economically, the Space program was a great boon for the county at first, the influx of so many people in a short period of time also disturbed the tight communities that had grown organically over the previous decades. Cocoa grew from 3,538 people in 1950 to 12,294 in 1960. Roads were widened to facilitate movement to and from Cape Canaveral. The car began to dominate land use planning and development and traditional industries like citrus and downtown populations declined.

The 1970's saw the reduction of funding for the Space program. A significant number of jobs were eliminated, negatively impacting the regional and local economy. The City of Cocoa was faced with high unemployment and crime by the 1980's. In response, the County sought to diversify its economy and reinvigorate its tourism market.

With the close of the Cold War and later with the end of the Space Shuttle program, the effect on Cocoa and Brevard was acute: funding for the space program decreased, jobs at Kennedy Space Center were cut, and the area was left with a landscape that was hastily constructed and designed for getting people to the coast as fast as possible.

Despite this, the City of Cocoa in some instances and especially as it relates to its downtown, fared better than others in the County. Cocoa's downtown, known as Cocoa Village, benefits from the preservation of its historic core and a relatively healthy downtown. While a handful of the these streets are doing well commercially, and the waterfront has experienced several condominium developments, the historic connection of the village to the Indian River is lacking, and many people's view of Cocoa Village is seen at 50 mph on their way to Merritt Island and Cocoa Beach.

The Great Recession set back the City and the Cocoa CRA with a significant drop in property values and a dysfunctional real estate market, non-conducive for redevelopment. Projects planned and approved were mothballed, and by the time the City began to experience the recovery around 2014, later than

surrounding jurisdictions in the County, most projects were abandoned. As redevelopment and interest in Cocoa Village was increasing, Hurricane Irma presented another challenge in September 2017, as the entire waterfront infrastructure was decimated and several streets experienced flooding. However, with these challenges the Cocoa CRA has opportunity to validate and refine its vision for the waterfront, the historic business district, and the surrounding neighborhoods.

The Cocoa riverfront within the downtown area has always been a special place in Cocoa's long history for economic and recreational reasons. In recognition of the importance of the Cocoa riverfront, on August 12, 2014, City Council adopted Ordinance No. 18-2014 for purposes of holding a referendum on whether to amend the City Charter to declare the Cocoa Riverfront Park a special scenic and recreational landmark of the City of Cocoa and to impose requirements on the City Council to safeguard the scenic vistas and recreational amenities of the Park for the benefit of the public. Cocoa voters approved the referendum during the November 2014 General Election. The CRA must honor this City Charter provision.

The park consists of multiple land conveyances that were conveyed to the City over a period of decades. They include: (1) an upland portion consisting of the Taylor Park area; (2) the upland portion generally consisting of the band shell and grass area; (3) the upland portion consisting of the Porcher House and Civic Center; and (4) a submerged portion of the Indian River generally consisting of the riverbed including the boardwalk area. Historically, since the City acquired title to the several properties constituting the park, the park has been dedicated to public use and enjoyment, as evidenced by the deed and dedication restrictions imposed on the properties at the time they were conveyed to the City.

1. Taylor Park. Taylor Park was conveyed to the City by Albert & Grace Taylor by deed, dated December 2, 1920. The deed states that the property shall be used solely and only as a public park and that none of the lands shall be used for commercial purposes. Further, the property shall forever be known and marked as "Taylor Park."

2. Band Shell and Grass Area. This area generally consists of Lot 11 and River Edge Boulevard of the Cocoa River Development. The property previously consisted of sovereign submerged lands that were filled and claimed as uplands by the State. The property was then conveyed to the City in trust by the Trustees of the Internal Improvement Fund of the State of Florida in 1956 along with other lands along the river that were filled. The deed states that Lot 11 shall be used for "public purposes only" and River Edge Boulevard shall be used for "road purposes."

3. Porcher House and Civic Center Area. As stated in City Ordinance No. 1404, the City acquired this property from the Estate of E.P. Porcher on May 7, 1956, and the City dedicated the property for certain purposes. The ordinance stated that this property, along with the adjacent property (aka Taylor Park), was acquired because they were "ideally adaptable to the creation thereon of a public park and grounds that will meet the needs of the City and its citizens, residents and inhabitants for such, not only for the present but for years to come." The ordinance was recorded in the Official Public Records of Brevard County and stated that the property was "hereby dedicated as a public park to be known and hereby named as Porcher Park ... for municipal purposes including the erection of a band shell, shuffle board courts, bowling greens, a library building, community center building, and a city hall thereon so long as the grounds shall be open to the public for park purposes." Further, "that neither the land and property shall ever be sold or conveyed by the City of Cocoa, except and unless

the sale or conveyance thereof shall first be approved by a majority of the votes cast in an election by the qualified electors of the City of Cocoa."

4. Submerged Portion of Indian River. This property was acquired by the City from the Trustees of the Internal Improvement Fund of the State of Florida in 1965 and 1975 and dedicated for "municipal park and recreational purposes only, under the supervision and management of the City of Cocoa." Such purposes expressly include, but are not limited to, a marina complex, concessions and associated facilities operated by the City of Cocoa or leased and under the strict regulation and control of the City of Cocoa." If the City neglects to maintain and use the property for these purposes, the State has the right to terminate the dedication.

5. Boardwalk Area. Prior to Hurricane Irma, the Boardwalk traversed uplands and the submerged portion dedicated to the City. Much of the boardwalk was destroyed by Hurricane Irma. The boardwalk must be rebuilt and plans are being developed to rebuild the boardwalk in a better condition than originally planned and constructed. Because the City received State FRDP grant funds to build a portion of the original Boardwalk (wood pavilion, deck and slips along Harrison Street), the portion funded by the State grant is restricted by a covenant, dated September 4, 1998, that provides that the project "shall be managed as a public outdoor recreation area for a minimum period of twenty-five years from the completion date" of the Project. The Project is required to be "open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use." Rebuilding boardwalk is a major proposed redevelopment activity in this updated redevelopment plan.

6. Lee Wenner Park. The City and Brevard County approved an Interlocal Agreement on November 14, 2017, conveying Brevard County's portion of the park to the City as the Cocoa CRA approved Waterfront Master Plan contemplated public capital improvement to improving the waterfront by the Cocoa CRA and or City (Deed Recorded January 4, 2018). The redevelopment of Lee Wenner Park is a major proposed redevelopment activity in this updated redevelopment plan.

Authority to Undertake Community Redevelopment

This document is prepared under the direction of the Cocoa Community Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, F.S. 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment". For the purpose of this Cocoa CRA Redevelopment Plan, the following definition taken from the Florida Statutes shall apply:

"Community Redevelopment" or "Redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the

elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such plan."

The Cocoa CRA Findings of Necessity

Pursuant to Florida Statutes, a community redevelopment area must be a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly. On July 8, 1980, the City adopted a Resolution determining a Necessity for Redevelopment of Blighted Areas. On April 14, 1981, after preparing a Blight Study, the City adopted a Resolution establishing a redevelopment area based on certain findings of necessity pursuant to Section 163.355, Florida Statutes.

The findings of necessity states that the City of Cocoa shall not exercise the community redevelopment authority conferred by this part until after the City has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

The redevelopment boundaries were delineated as the area encompassing those properties that were found to qualify as slum and blighted.

Creation of the Community Redevelopment Agency

Upon a "Finding of Necessity" by the governing body and upon further finding that there is a need for a Community Redevelopment Agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as "Community Redevelopment Agency". The agency shall be constituted as a public instrumentality, and the exercise by the agency of the powers conferred by F.S. Chapter 163, Part III shall be deemed and held to be the performance of an essential public function.

The City of Cocoa Council established the Community Redevelopment Agency on April 14, 1981, with the adoption of Ordinance No. 10-81. The organizational structure of the agency was established at that time. Pursuant to resolution of the City Council dated December 10, 1985 and April 22, 1986 and Section

163.357, Florida Statutes, the original governing board structure changed composition. The current board consists of the five (5) council persons plus two (2) additional members who are appointed by the City Council.

The Cocoa CRA Redevelopment Plan

All public redevelopment activities expressly authored by the Community Redevelopment Act and funded by tax increment financing, must be in accordance with a redevelopment plan, which has been approved by the City Council. Like the City's Comprehensive Plan, the Cocoa CRA Redevelopment Plan is an evolving document, which must be evaluated and amended on a regular basis to accurately reflect changing conditions and community objectives. This updated Cocoa CRA Redevelopment Plan is intended establish action priorities of the plan based upon a new set of priorities. These priorities were established by necessity, in the case of the negative impacts of Hurricane Irma, and by a comprehensive public strategic planning process conducted by the CRA and the City at which a substantially amount of input and ideas were provided by City citizens, businesses, property owners and other stakeholders in the redevelopment area.

The Cocoa CRA Area Boundary

The Cocoa Redevelopment Agency was established for carrying out redevelopment activities for the area defined as the Redevelopment Area in the Resolution dated April 14, 1981, which area is described as:

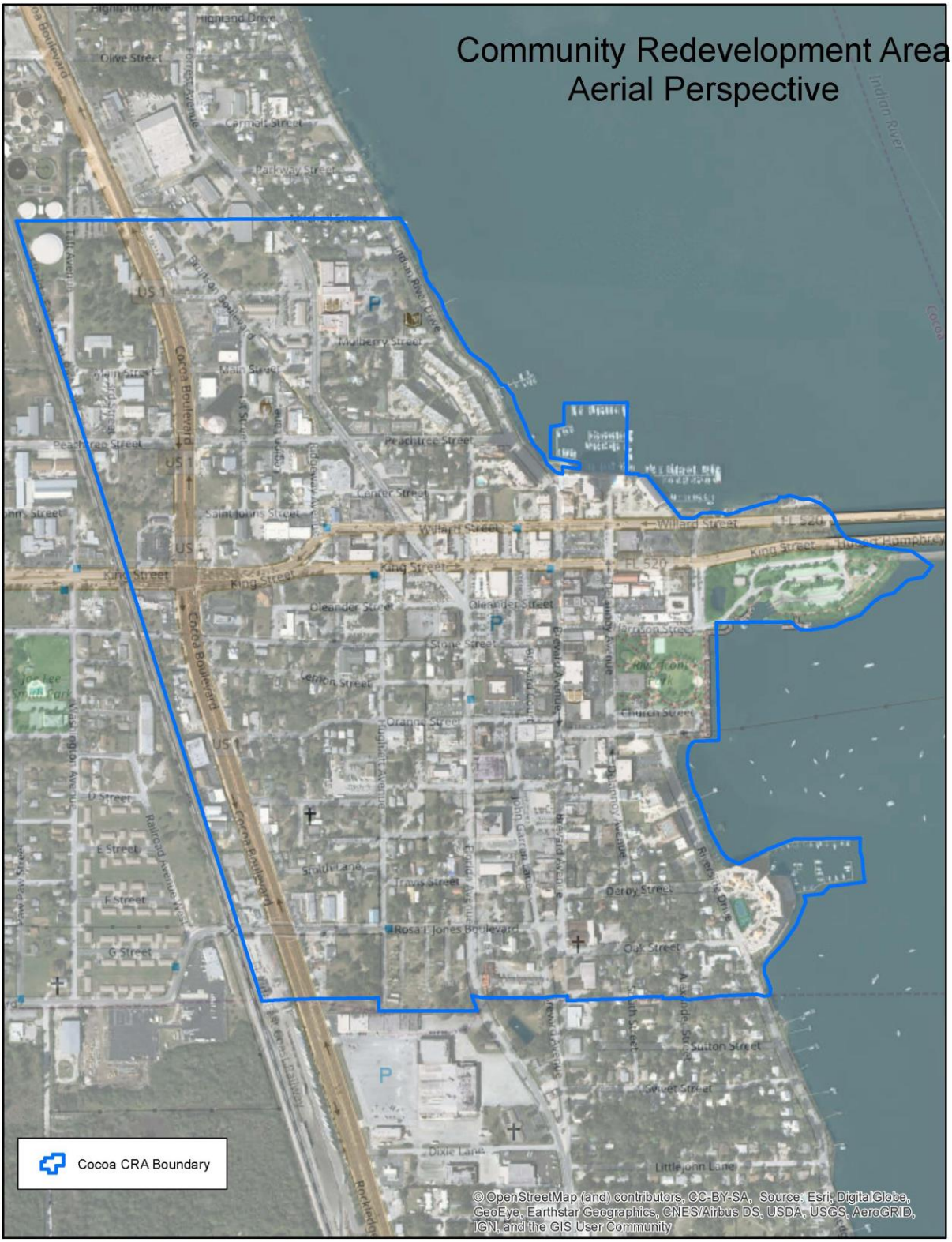
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

East: The center line of the channel of the Indian River between the South and North boundaries cited herein;

West: The eastern edge of the Florida East Coast right-of-way between the South and North boundaries cited herein;

North: A straight line extending along the northern edge of the right-of-way of Mitchell Street between the East and West boundaries cited herein.

Cocoa CRA Area Location Map



The Cocoa CRA Area Description

The redevelopment area in Cocoa comprises of 248 ± acres or .45 square miles. The redevelopment area is only 2% of the total area of the corporate city limits (8,960 acres or 14 square miles). The CRA area contains of mix of land uses and buildings. Within the area is an estimated residential population of 1,089, the City's population is estimated to be 19,286 (2018 BEBR), representing 6% of the total population of Cocoa.

Of the 769 housing units in the Cocoa CRA, 297 are owner occupied (38.6%), 306 are renter occupied (39.8%), and 166 are vacant (21.6%). (U.S. Census Bureau, Census 2010 Summary File 1, ESRI 2018 Forecast). The redevelopment area also serves as the City's historic downtown with a myriad of unique retail shops, restaurants, bed & breakfasts, and personal service establishments. Numerous historic buildings are also located in the downtown including the Historic Cocoa Village Playhouse and Porcher House. Additionally, important community institutional buildings are located in the downtown including Cocoa City Hall, U.S. Post Office, and the Florida Historical Society. And the downtown also benefits by having complementary recreational amenities such as the Cocoa Riverfront Park, Taylor Park and Lee Wenner Park.

The 1997 Community Redevelopment Plan generally divided the redevelopment area into five areas, whereas the 2008 Waterfront Master Plan evaluated the redevelopment area more granularly and it was determined that there are nine distinct and unique sub-districts. The sub-districts of the Cocoa CRA are: **Cocoa Village; Heart of Cocoa; South of the Village; South End; King Street and Willard Street Corridor; North of the Village; Uptown Neighborhood; US1 Regional Corridor and the Waterfront.**

- **Cocoa Village** is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Blvd and Derby Street on the south, and the Indian River on the east.

- **The Heart of Cocoa Neighborhood** (HCN) is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive).

- **King Street and Willard Street Corridor** is generally located north of the downtown village along SR 520 east to Forrest Avenue along the northern boundary of Peachtree Street to the Indian River**.**

- **Uptown Neighborhood** is generally located north of the Corridor to US1 along the northern boundary of the CRA along Mitchell Street to the Indian River.

- **North of the Village** is generally bound between St. Johns Street as the southerly boundary, US1 on the west, Ridgeway Avenue and Forrest Avenue along the easterly boundaries, to Carmalt Street.

- **South End** is located along the southern City limits just south of Rosa L. Jones Boulevard, east of

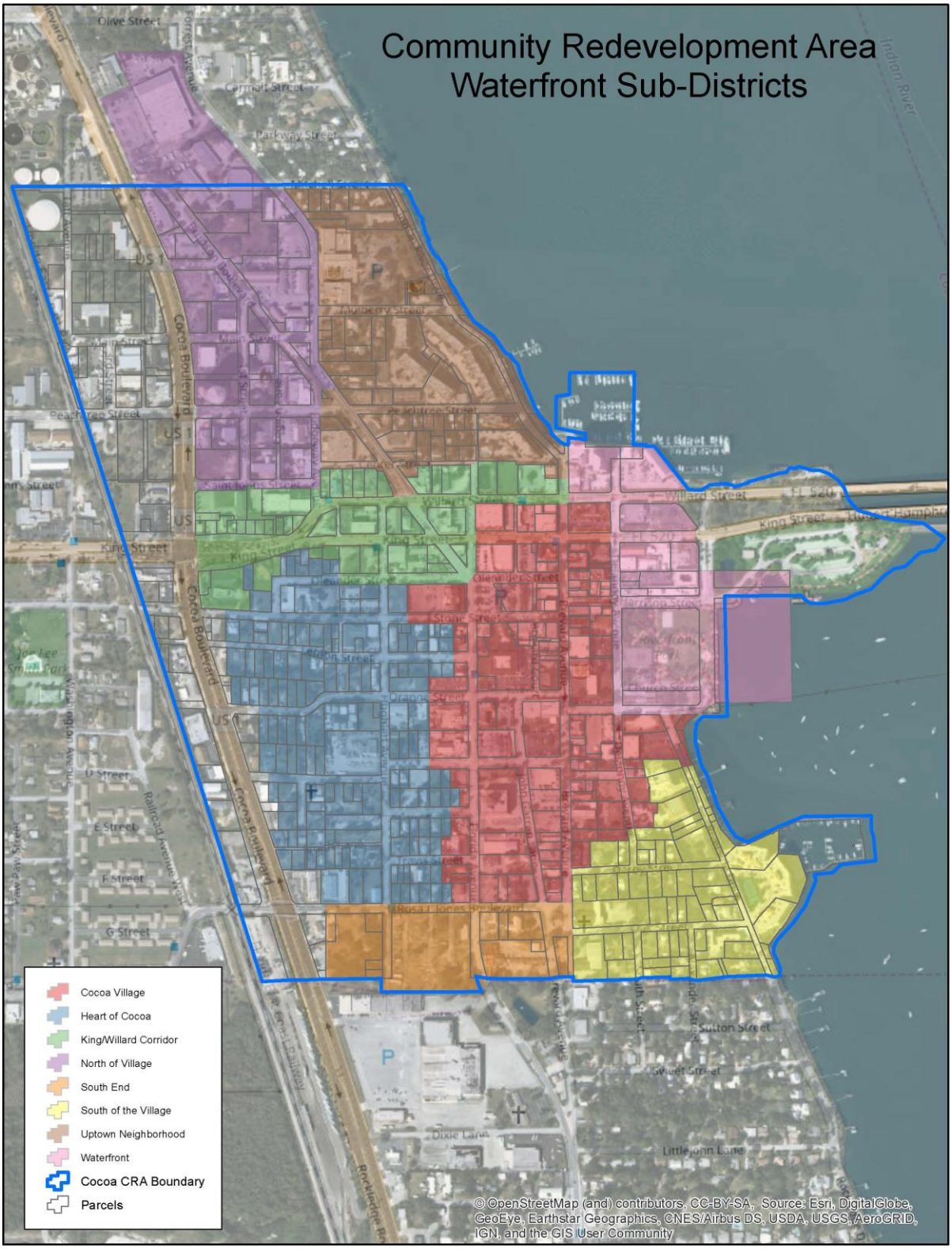
US1 to Brevard Avenue.

- **South of the Village** is located along the southern City limits with Brevard Avenue to the west, the Indian River to the east and Derby and Church streets to the north.

- **Waterfront** is part of the Central Business District and nestled along the Intracoastal Waterway on the east Indian River and Delannoy Avenue on the west, and Cocoa Village Marina to the north and Cocoa Riverfront Park and Church Street to the south.

- **US1 Corridor** runs through the western portion of the entire CRA located along US Highway 1 and extends to the Florida East Coast railroad to the west.

Cocoa CRA Sub-Districts Map



Powers of the Cocoa CRA

As Authorized by the Community Redevelopment Act, a wide variety of powers are available to the City of Cocoa to carry out redevelopment activities. Without intending to limit the powers of the CRA, the Cocoa Redevelopment Agency is vested with the following powers pursuant to Section 163.370, Florida Statutes:

(1) The CRA may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) The CRA shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
2. Demolition and removal of buildings and improvements.
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.
4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.
6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.
10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(e) Within the community redevelopment area:
1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.
3. To hold, improve, clear, or prepare for redevelopment any such property.
4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
6. To enter into any contracts necessary to effectuate the purposes of this part.
7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons

pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing

authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

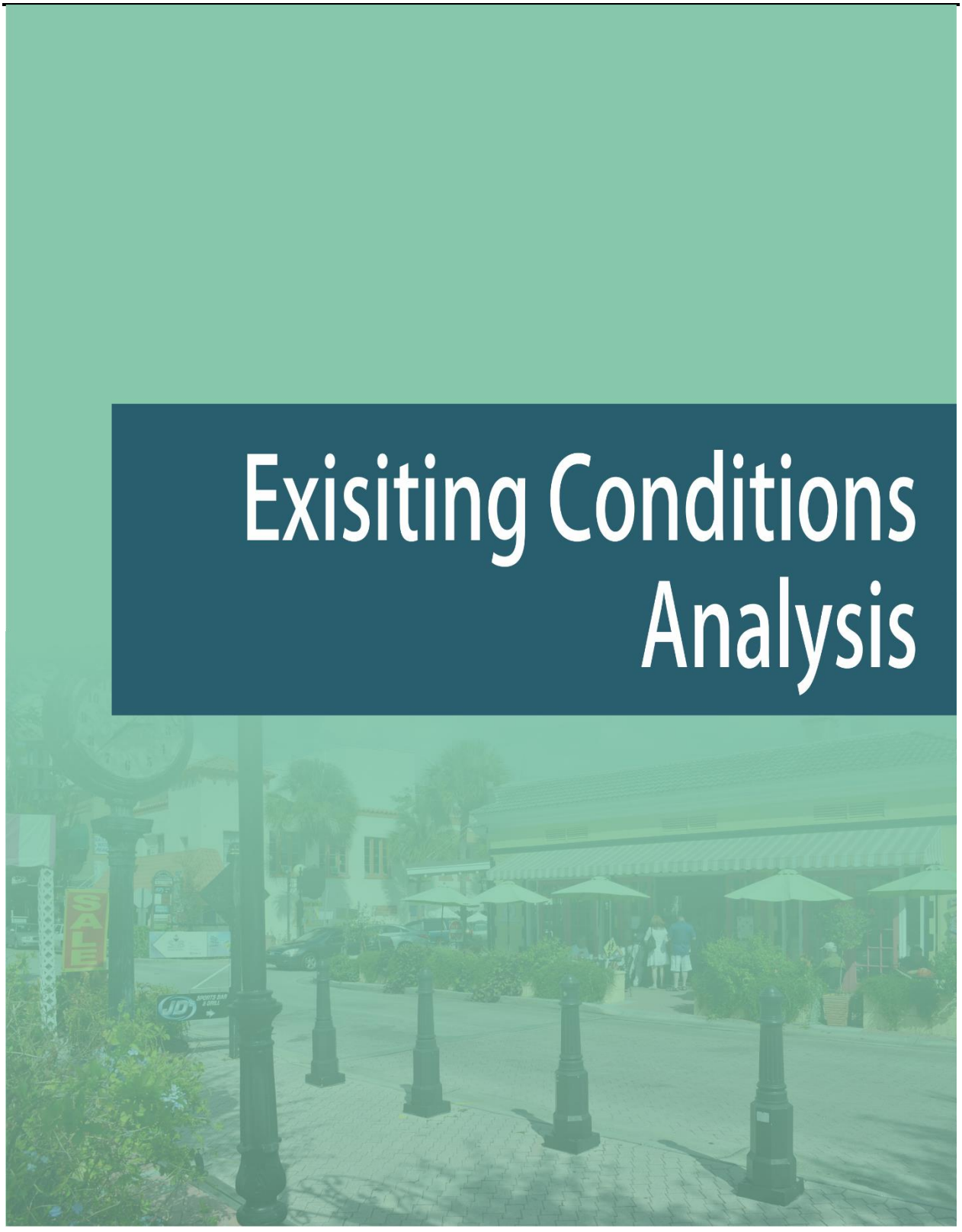
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

Pursuant to Section 8-23 (Powers of the council) of the City Code, the following powers shall continue to vest in the City Council:

(a) The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearings required with respect thereto.
(b) The power to grant final approval to community redevelopment plans and modifications thereof.
(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(4), Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370(4), Florida Statutes.

PART II



Land Use

Commercial

The land use patterns of the redevelopment area are a direct response to a long-term trend of commercial intrusions into traditional single-family neighborhood areas. In the beginning years of the city, commercial and industrial uses were concentrated in the downtown clustered around Brevard Avenue, Harrison Street, and Delannoy Avenue adjacent to the waterfront shipping area and packinghouse distribution rail heads. Over time, the railroads and highways were relocated west of US1. In doing so, these transportation routes cut through existing residential neighborhoods. These new roadways were rezoned to commercial and slowly over time, the residential character of the cityscape has been sliced into small neighborhoods surrounded by heavy commercial uses.

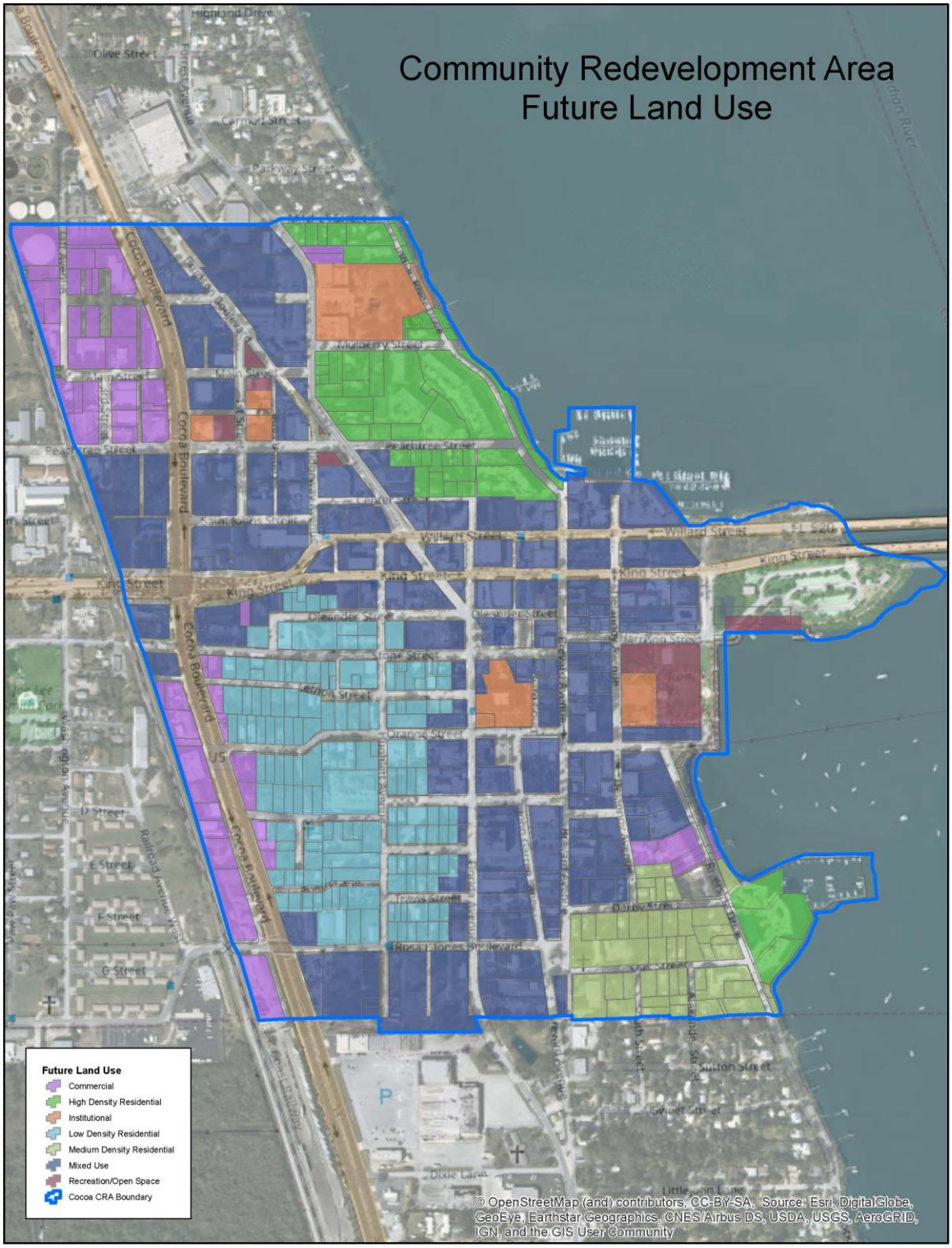
Residential

Residential uses are the second most dominant land use, with single family dwellings the most common type. Residential uses are located along the waterfront and between the water and east of Brevard Avenue, south of Church Street to Rosa L Jones Blvd; west of Florida Avenue and east of US1 from Rosa L Jones Blvd. to Stone Street; and east of US1 and west of the river north of Willard Street.

Civic – Cultural and Institutional

The remaining land uses include Cocoa City Hall, Cocoa's Civic Center, Heart of Cocoa Community Meeting Room, Florida Historical Society, churches, a fire station, water tower, electric substation, communications tower, marina, parks and waterfront esplanade.

Cocoa CRA Area
Future Land Use Map



Zoning

There are several applicable City zoning districts currently applicable to the properties located within the redevelopment area. These districts are subject to change by the City under the City's zoning powers.

C-W
The area between the railroad tracks and US 1 in the northwest is the C-W or "Wholesale Commercial District." This district is intended to apply to transportation facilities, warehousing, distribution, and wholesaling as well as other retail commercial uses.

RU-2-25
One of the two residential zones designated in the redevelopment area is the RU-2-25 district or "Multiple Family Dwelling District." The provisions of this district apply to high density residential developments which are adjacent to major commercial centers and major collector or arterial streets. This zone has resulted in the development of multi-storied residential projects on the water. There are two districts with this zoning type in the redevelopment area. The southern district contains single-family and multi-family residential uses. There are several condominium complexes and two low-rise apartment buildings. The district in the north does contain multi-story condominiums with a few single-family homes.

RU-2-10
The other residential zone designation is the RU-2-10 district. This "Low- Density Single-Family and Multi-Family Dwelling District" seeks to preserve the residential character of the area and foster mixed-use development in proximity to major collector or arterial streets. The Heart of Cocoa neighborhood was rezoned to this category in accordance with the provisions of the Federal Consent Decree.

C-C
The areas along Florida Avenue are zoned C-C to encourage multi-family, professional office, and retail commercial development. Some of this transformation is occurring. However, there are still some left over heavy commercial uses in the area that inhibit the evolution to a less intense commercial use.

C-G
There are a few parcels of land zoned C-G or "General Commercial." This zoning configuration is intended for major commercial centers serving the needs of the community and region.

C-P
The provisions of Commercial Parkway district are intended to apply to areas located adjacent to a main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.

Furthermore, certain properties within the CRA area are also subject to overlay zoning regulations including:

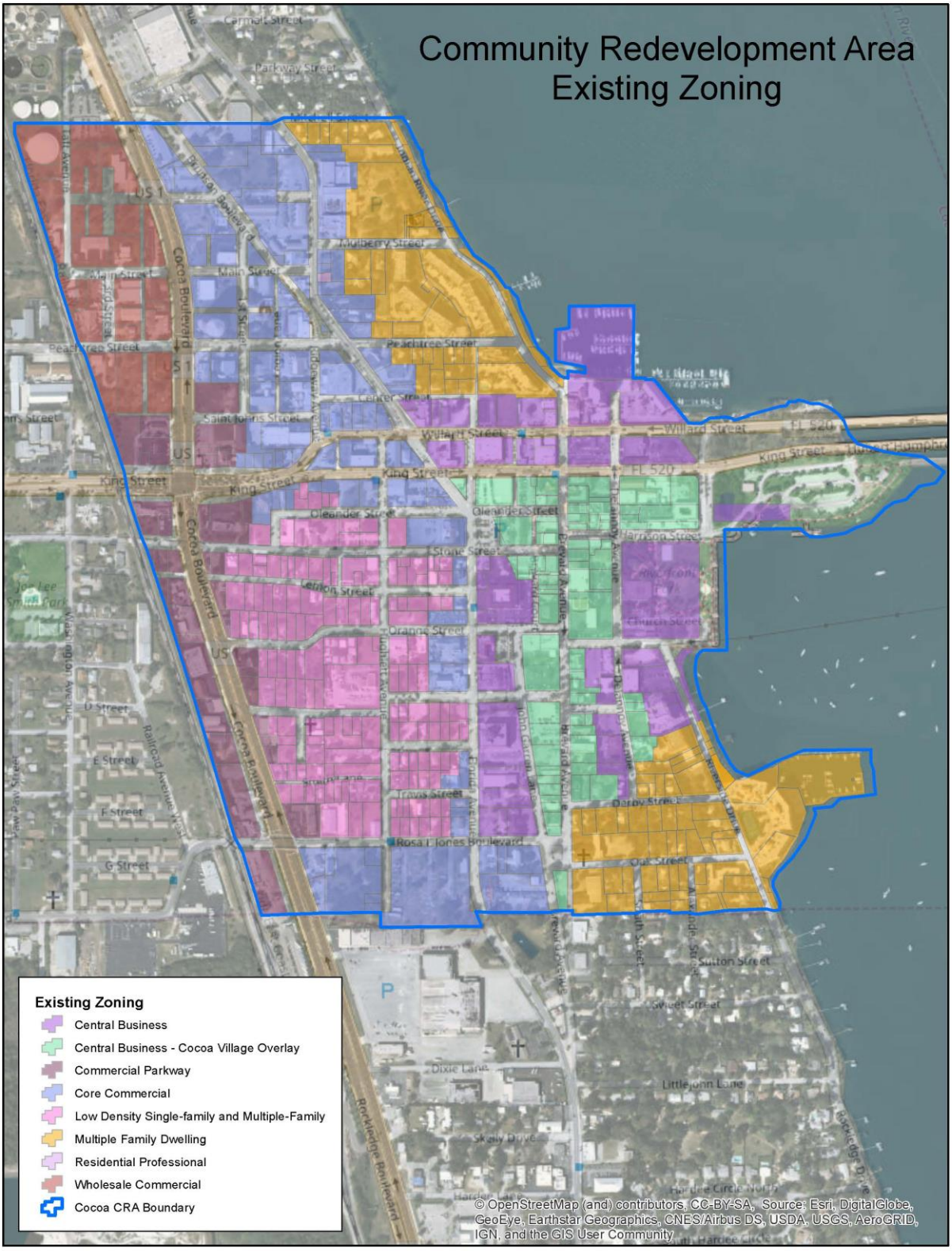
Central Business District (CBD)
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and

Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east.

Cocoa Waterfront Overlay District (CWOD)

The provisions of this overlay district are intended to assist in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area. Further, this zoning is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

Cocoa CRA Zoning Map



Natural Features

The natural features within the redevelopment area are few since the entire area has been virtually all developed or modified by man. A description of the four existing soil types in the area best describes the condition of any features in the area. The four soil types are: Urban Land, Canaveral/Urban Land Complex, Paola/Urban Land Complex, and Pomello/Urban Land Complex. Following are their descriptions:

SOILS

Ur – Urban Land – This soil consists of soils which are usually all covered with streets, buildings, parking lots, shopping centers, and other man-made facilities. Unoccupied soils are mixtures of other types of too small an area to map separately.

Cc – Canaveral/Urban Complex – A mixture of sand and shells dredged from the river bed, then leveled and smoothed by man. Most areas are artificially drained with a water table between depths of 40 to 60 inches. Soil is poorly suited to lawn uses and ornamental plants. Most soils are covered by man-made urban uses.

Ph – Paola/Urban Land Complex – This soil is composed of 70 percent Paola fine sand, 10 percent altered Paola fine sand, and 20 to 45 percent Urban Land soil. Open areas of this soil are mostly lawns, vacant lots, and playgrounds. The water table is usually below a depth of 10 feet. The soil is poorly suited to lawn grasses and ornamental plants.

Pu – Pomello/Urban Land Complex – This soil group is composed of 45 to 60 percent Pomello sand, 20 percent altered Pomello sand, and 20 to 45 percent Urban Land Complex. Other characteristics of this soil group are similar to Paola.

PHYSIOGRAPHY

Indian River

The most prominent natural feature of the area is the Indian River, situated between the mainland and Merritt Island. Although commercial traffic on the river is scarce, the water body does provide varied recreational boating opportunities and scenic beauty.

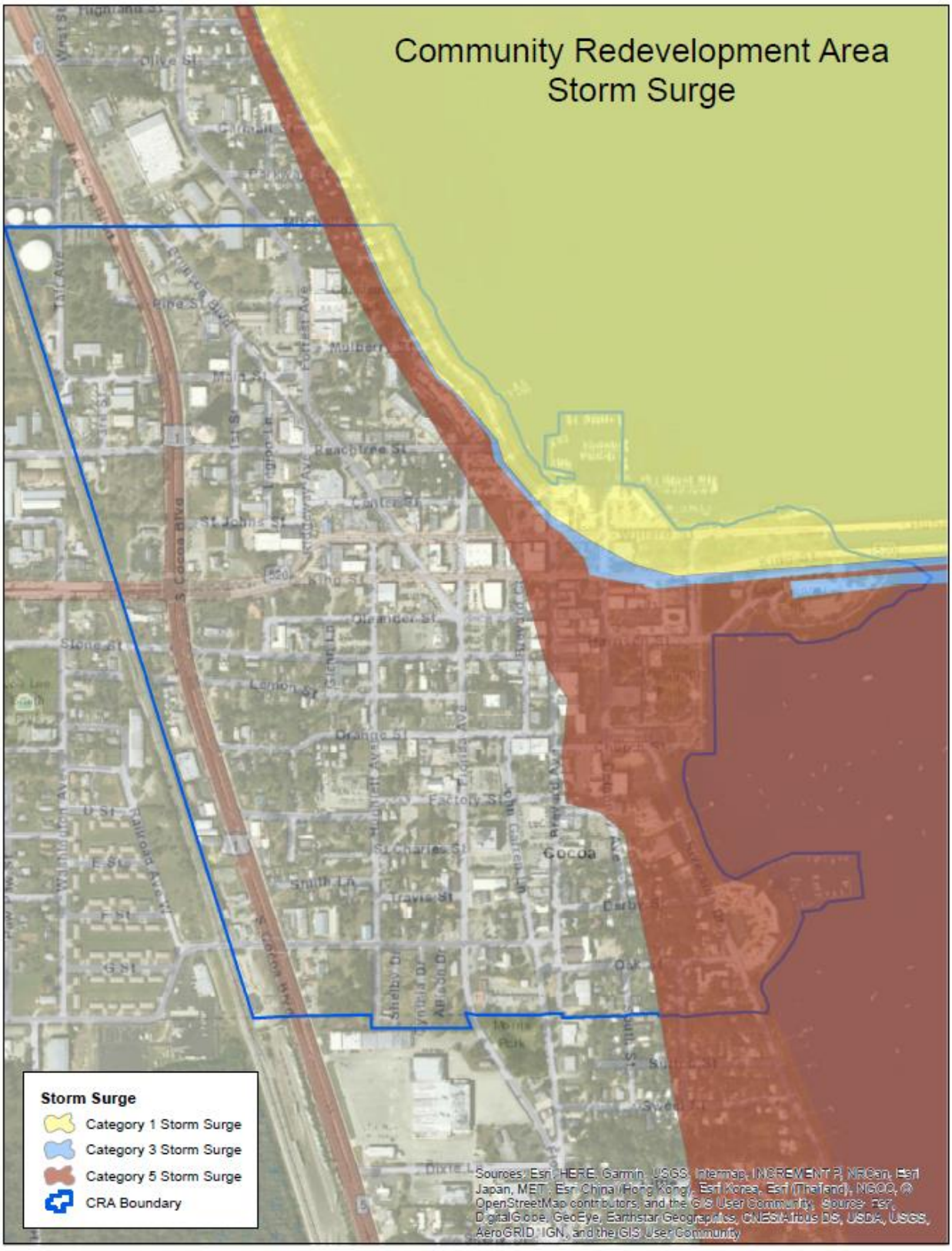
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area in Riverfront Park. Stormwater runoff from the hurricane and a subsequent Nor'easter rain event, resulted in prolonged street flooding.

The Flood Zone X boundary for the 500-year storm level virtually matches the shoreline of the CRA from Riverside Drive to Harrison Street and North to Indian River Drive including Oleander Pointe and Lee Wenner Park. However, the Flood Zone AE boundary for the 100-year storm level includes the area from Harrison Street north to Indian River Drive excluding portions of Whitley Bay and the SR 520 overpass as designated on the FEMA Flood Zone Map. No other flood zone areas are found within the CRA.

FEMA Flood Zone Map



CRA Storm Surge Map



Relic Dune System

The City of Cocoa, and in particular the RDA area, is situated on top of the old dune system along the Indian River. The first dune line runs down the middle of the district. This locally high linear feature was selected for the old Dixie highway alignment and railroad spur. This road alignment is now Forrest Avenue. The second dune line lies underneath the present alignment of the railroad and US 1. The early settlers utilized these local high points to site these important transportation routes. Today these high points provide excellent opportunities for long views out toward the Indian River.



Housing

Each of the nine CRA sub-districts, described previously in the Cocoa CRA Area Description, are uniquely different from each other. Of the nine sub-districts, six contain housing. The housing types varies by sub-district.

The **Cocoa Village** Sub-District provisions are intended to apply to the central commercial, professional, financial, governmental and civic core of the city. In addition to multi-family residential development the area uses are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location, not single-family housing. It is intended that "performance standards" control the permissible

type, density and intensity, mix of development and design and development standards to assure and promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is

commonly associated. Some properties have been confirmed to have no recognized environmental conditions while others have been determined to be contaminated. Three properties located in the general core of Cocoa CRA were environmentally assessed and after being found to having contaminants present, were remediated through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit Program. Others have been found to have potential off-site environmental impacts.

Parks and Recreation

The redevelopment area contains three parks, Taylor Park, Riverfront Park and Lee Wenner Park. Taylor Park is located just south of Harrison Street and just north of the Cocoa Civic Center, Riverfront Park adjoins Taylor Park to the East and sits directly on Indian River, and Lee Wenner Park is located just south of the Hubert Humphrey Bridge on the old abandoned SR 520 right-of-way.

Taylor Park is designed mainly as a passive park. It contains 1.64 acres and is well landscaped with large shade trees and a view of the Indian River. Facilities in Taylor Park are limited to park benches and playground equipment.

Riverfront Park is an attraction to both Cocoa's citizens and visitors. The park is approximately 2.74 acres and its green park area, playgrounds, boardwalks and amphitheater, draws crowds for special events, City-sponsored celebrations and private functions. The park annually hosts more than 65 events — including one of the largest marathons in the region, The Space Coast Marathon and Half Marathon — attracting more than 135,500 visitors.

Lee Wenner Park is a waterfront-oriented park located across the street from Taylor Park and Riverfront Park. The 3.5-acre park contains four boat ramps with catwalks, a fishing dock and parking facilities for approximately 40 boat trailers and 50 passenger cars. As of 2017, it is now owned and maintained by the City. The acquisition of Lee Wenner Park by the City presents a new and exciting redevelopment opportunity for the CRA and the City. Lee Wenner Park is heavily used on weekends by boaters for recreational purposes only. The Brevard County Board of County Commissioners conveyed its portion of Lee Wenner Park with the expressed purpose to redevelop the park (see attached Agreement located in the Appendix). Through this Agreement, the CRA has committed to improving the waterfront in phases through public capital improvements and public/private partnerships.

In addition to these three public parks, there are two "key" shaped parcels of property which have no facilities but are landscaped for beautification. Each of these passive parks are rarely used for purposes other than aesthetics. One park is located at Brunson Boulevard and First Street. The other park is at the corner of Forrest Avenue and Mulberry Street.

Historical Features

As a city with a rich history, the Cocoa CRA and surrounding neighborhoods contain numerous historic structures telling the story of the early beginnings of Cocoa. Within the Cocoa CRA, seven (7) structures are listed on the County, State or National listings of historic structures. Of the 1,005 structures located

in the boundaries of the Cocoa CRA, 21% were constructed prior to 1960. A large percentage of those structures have been identified as being historically significant. They are a symbol and physical record of the city's past in regard to architectural style and unique character.

The following structures are listed on the Brevard County Historical Site registry:

- Community Women's Club (5 Rosa L. Jones Blvd.)
- SF Travis Building (300 Delannoy Ave.)
- The Historic Porcher House (430 Delannoy Ave.)
- St. Mark's Episcopal Church (2 Church St.)
- The Florida Historical Society's Library of Florida History (435 Brevard Ave.)
- Derby Street Chapel (121 Derby St.)

The following structures are displayed with Florida Historical Markers:

- St. Mark's Episcopal Church
- The Historic Porcher House
- Derby Street Chapel

The following structures are listed on the National Registry of Historic Places

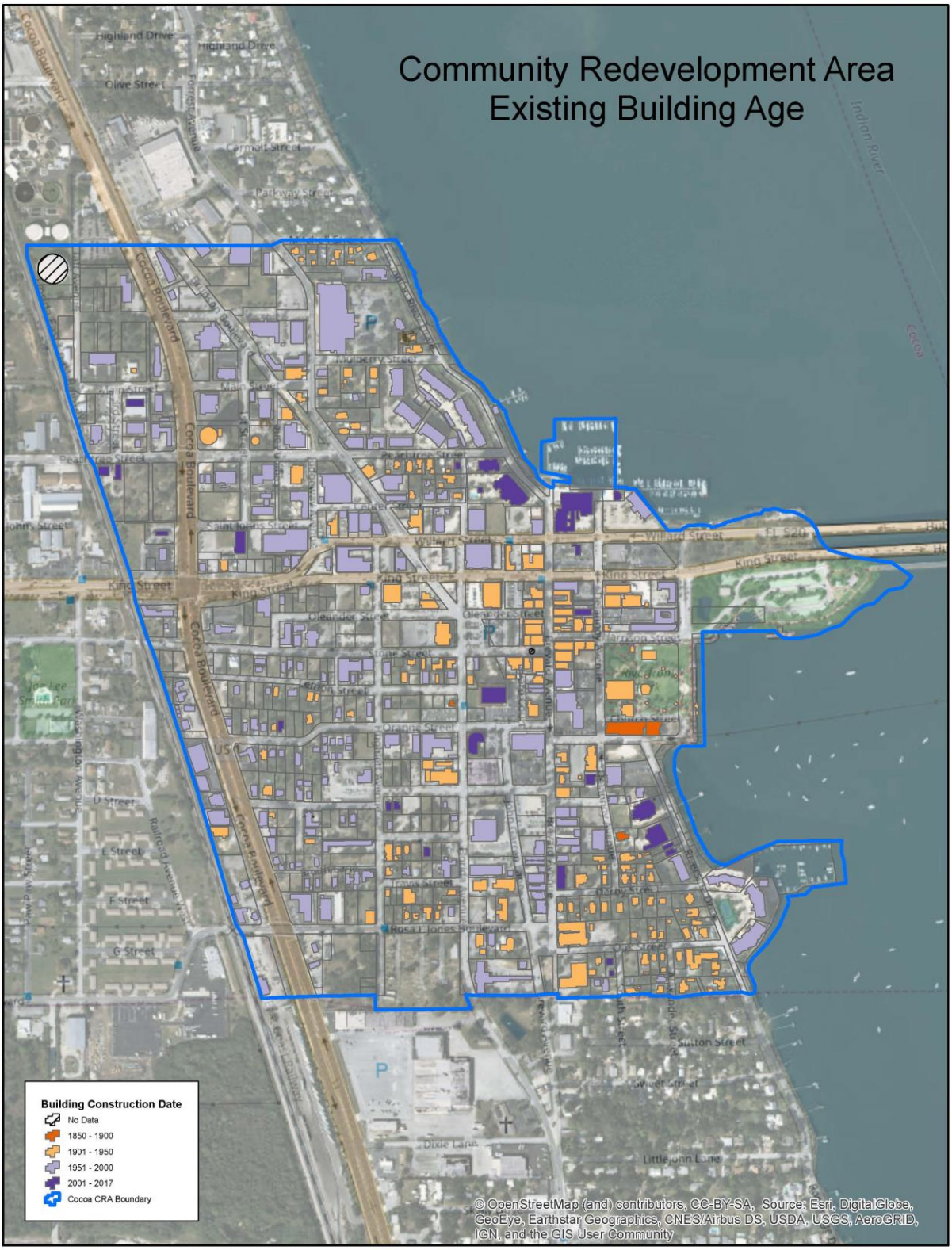
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

The Porcher House is of particular significance to the City of Cocoa. The landmark home, built in 1916, was home to Edward and Byrnina Porcher. He was responsible for several innovations to the citrus industry and was a founder of the Indian River Orange Growers Association. This classic revival style, constructed out of local coquina rock, displays some coquina stones representing the suits of cards. These stones, placed in the front of the house, show the love that Mrs. Porcher had for the game of Bridge. In 1945, the City of Cocoa purchased the home and it became City Hall. Today, the Porcher House is used as a historic backdrop for events, especially weddings.

The Aladdin Theater, or commonly known today as The Historic Cocoa Village Playhouse, opened to the public in 1924. Of significance, the theater showed the first "talkie" movies in Brevard County. The Playhouse grew from a small movie house to a noteworthy community theater house. A multi-million dollar renovation, supported by the City of Cocoa, the Historic Cocoa Village Playhouse, with a State of Florida Cultural Facilities Grant, restored the look and feel of the original Aladdin Theater. Today, the Historic Cocoa Village Playhouse "Broadway on Brevard" brings amazing shows to Cocoa where local talent showcase their theatrical skills. Each season, the shows sell out and patrons are entertained by the talent of this high-quality community theater.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

Cocoa CRA Building Construction Date Map



Transportation and Traffic Circulation

A unique feature of the Redevelopment Area is that it is traversed by two (2) of the three (3) major arterials in the city, U.S. Highway 1 and SR 520. Together these two (2) arterials carry over 107,000 ADT (average daily trips) through the area. Feeding into those arterials are the two (2) major north/south streets of Florida/Forrest Avenue and Indian River/Riverside Drive. The east/west feeders are Rosa L Jones Blvd, Stone, and Peachtree Streets.

A conspicuous feature of the street layout in the area is the design of Brunson Boulevard/Forrest Avenue. This is a northwest to southeast diagonal street which runs against the normal east/west, north/south street design scheme. The reason for this is that this was the original railroad right-of-way which was eventually abandoned and converted in use to automobile travel. Along these routes at least two properties have been found to be contaminated and required remediation.

The City Hall site is located in the center of Historic Cocoa Village. It is a former brownfields site and near a dry cleaner, former major automobile dealer and service center, as well as major electric transmission stations.

Another feature to the traffic circulation pattern is the effect of SR 520/King Street. This major six-lane artery is split into two one-way directions as it passes through the redevelopment area. The high rate of traffic flow presents a challenge in developing land and building uses between the east-bound and west-bound streets. Florida Department of Transportation has plans to repave the downtown portion of SR520/King Street. City staff is in discussions with FDOT about opportunities to introduce traffic calming measures to improve pedestrian and vehicular safety in this area.

The main north/south artery through the area is US 1. This artery carries mainly “through” traffic but also some in-town traffic as well. Other than US1, the only other through north/south roadway is Florida/Forrest Avenue. The Florida/Forrest Avenue diagonal serves as a by-pass of the US 1 and 520 intersection.

The Florida Avenue Complete Streets Project addressed the needs of pedestrians, bicyclists, transit users and motorists of all ages by safely accommodating those qualities in one “complete street”. Planning for this diverse group required consideration of the following elements: sidewalk space for pedestrians; bike routes; appropriate-sized lanes for cars, trucks and emergency vehicles; on-street parking; adequate buffer for pedestrian safety; landscaping and hardscaping for pedestrian safety and ADA crosswalks along the corridor.

The intersection of Brevard Avenue, Oak Street, John Garren Lane, and Rosa L Jones Blvd culminates in a traffic wedge. Improvements are being considered to facilitate more effective vehicular and pedestrian movements as interest in the redevelopment of the southern section of Cocoa Village increases.

Parking

Parking is an essential redevelopment component for the Cocoa CRA. The CRA, is comprised largely of small business retail uses in the downtown core area, and a mix of single family residential extending from the core to the outside perimeter of the CRA, with several high-density residential properties on the waterfront. Cocoa Village has become a destination shopping and dining area and a center for leisure, events, entertainment, waterfront and civic activities, virtually attracting hundreds of thousands of visitors per year.

The increasing demand for parking was documented in the 2007 Historic Cocoa Village Parking Study. In 2017, with continued growth of the Cocoa CRA, and an estimated $20 Million of new projects on the horizon, the CRA Board felt it was prudent to engage Rich and Associates Inc. to revise the 2007 Parking Study to determine the current parking demand. The update sought to evaluate and identify existing parking supply, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

The study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, and the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King Street to Peachtree Street. An inventory of existing parking included a survey of public and private supply.

The results of the demand study determined that the current projected parking needs for zone one is 384. Zone two has a 232 parking space deficit, as reflected on the attached maps. The 5-year projected parking need for zone one is 1,197 spaces. With 813 parking spaces in this zone, there will be a deficit of 459 spaces in zone one. Zone two has a 5-year projected parking need of 1,594 spaces. With 1,362 parking spaces in zone 2, there will be a deficit of 309 spaces. They averaged the numbers for the two zones and planned the parking garages for 384 spaces.

Parking Recommendations/Solutions

There are several options for addressing the parking situation in Cocoa Village. These range from a "Do Nothing" option since there is available parking, though it is not being used due to location, to options that include a modest increase in parking supply with added surface parking or on- street parking to a significant capital expense with a new parking garage.

1. Do Nothing Option
   The "Do Nothing" Option may severely limit the development potential in the core downtown. It will affect businesses that are currently downtown as well as how the downtown currently functions. The recommended policy changes and reallocation of parking will not increase the total parking supply or the availability of parking in the downtown. Therefore, Rich & Associates did not recommend this option.

2. Maximize On-Street Parking
   Another option is to increase on-street parking wherever possible. This approach can economically add parking spaces to help address the parking deficit, though it will not provide enough spaces to eliminate the parking deficit.

3. Provide New Surface PublicParking
   Another option is to increase parking supply through the redesign of existing surface parking lots or the creation of additional surface parking on vacant or underutilized property. Rich & Associates analyzed the potential for redesign of existing public parking areas and this will not help gain spaces. Potential sites were reviewed for the construction of new surface parking lots in the core downtown. While this was not recommended due to no viable sites being identified for additional parking or redesign within the core area, a site has since been identified as potentially attainable.

4. Work With Private Lot Owners to Create Shared Use Parking
   Work with private lot owners to establish partnerships to allow underutilized parking for public parking. Agreements could be developed to provide lot cleaning and general maintenance in exchange for public use of the parking lots.

5. Provide New Public Parking in a Parking Garage
   Unfortunately, there are no magic answers for the financing of a parking garage or any parking improvements. Where there is a parking system and a charge for on and off-street parking, revenues are generally used to pay for parking operations and improvements. In general, this requires the pooling of revenues from all parking areas and parking fines, if possible.

Funding Options for Operation Improvements and Additional Parking

Cocoa CRA should look for opportunities such as projects where a developer is going to build parking as part of their development (more than likely a parking garage) and then fund the construction of additional public parking as part of the development. This will spread some of the fixed costs over more spaces thus making the additional parking more economical.

Cities have also used a combination of general fund, fee-in-lieu payments, TIF and special assessment districts to pay the debt service and operating expenses. In some communities, the operating expenses are paid for by an assessment and the debt service from general fund and other sources. Today in general, there are few Federal or State grants for parking garages unless they are associated with a transit project.

The City could attempt to privatize the development of a parking garage. In order to be competitive in terms of funding, the project would need to be done tax exempt and leased back to the City. It is not possible at this time to amortize the debt and pay for the operating costs of a parking garage with existing parking revenues or parking revenues that could be generated in Cocoa alone.

Myra Planning and Design, LLC. has been commissioned to study current and future on-street parking within the Village. The purpose of the study, consistent with the above solutions, is to maximize existing on-street parking in Cocoa Village, and determine what would likely be the most cost effective (capital construction, maintenance) means to add additional spaces in the downtown closest to the businesses they serve.

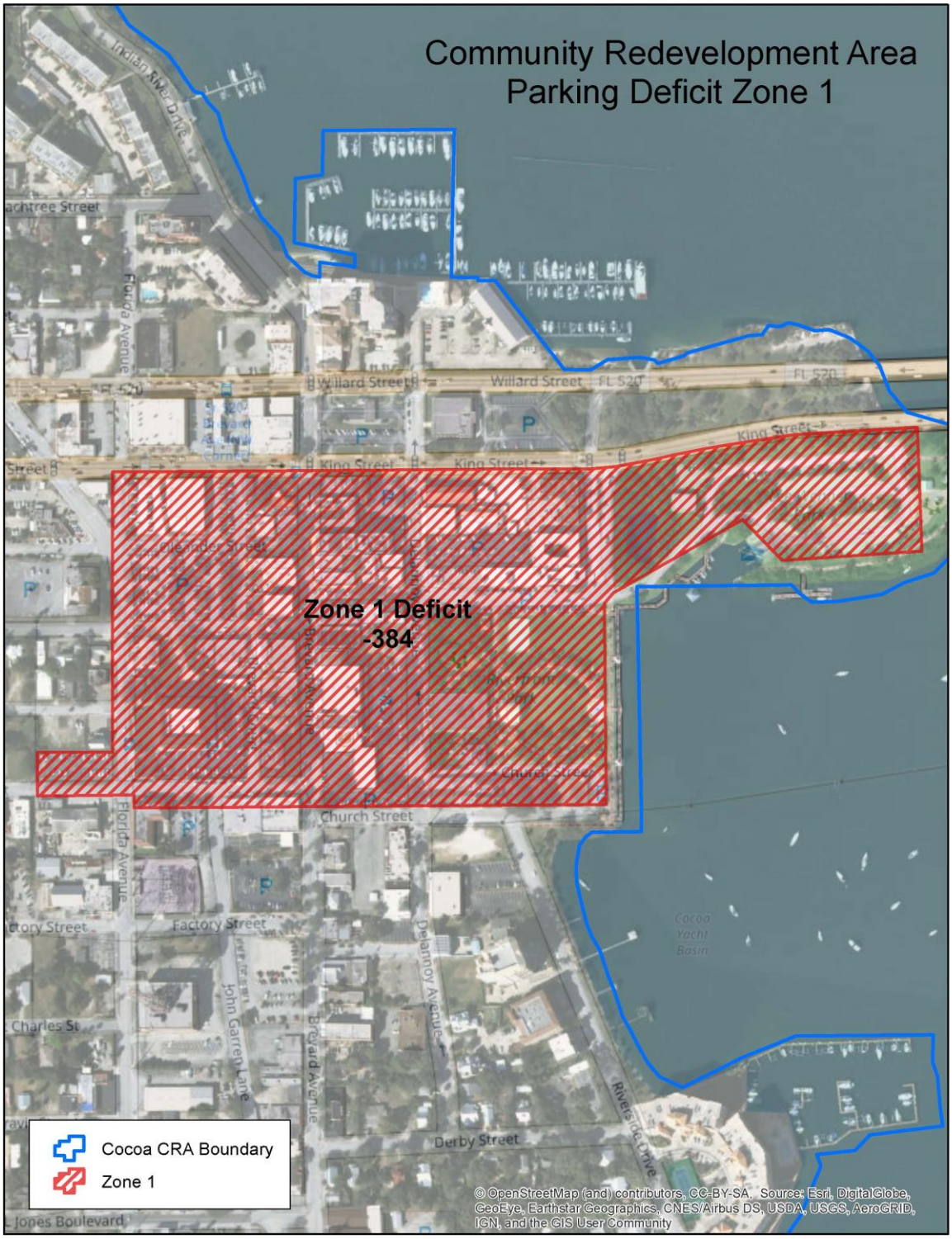
Community Redevelopment Area

Existing Parking Lots/Structures



Community Redevelopment Area

Parking Deficit Zone 1



Community Redevelopment Area

Parking Deficit Zone 2



Sewer, Water, and Stormwater

There are generally no significant existing Sanitary, Potable, or Storm system issues within the Cocoa CRA. Utility capacity for infill development is not significantly constrained. A high quality reclaimed water system exists in Cocoa, which is a benefit to the sanitary sewer system load and the provision of irrigation for new development and public open spaces in the district. However, the amount and intensity of potential development in the CRA will require examination of the infrastructure system capacity on a case-by-case basis.

Water System

Since 1957, Cocoa has supplied the communities of central Brevard County with high quality water at a reasonable cost. Cocoa has accomplished this by making major investments in the water supply and treatment facilities needed to produce a sophisticated, well developed sub-regional water system. Today Cocoa provides water to over 82,000 customers (220,000+ people) in Cocoa, Rockledge, Port St. John, Merritt Island, Cape Canaveral, Cocoa Beach, Suntree/Viera, Patrick AFB and the Kennedy Space Center. Cocoa's water system includes the wellfield and raw water collection system, Wewahootee Water Treatment Plant, transmission mains, and the Dyal Water Treatment Plant (WTP). Cocoa's drinking water sources include the Floridan Aquifer, Intermediate Aquifer, Taylor Creek Reservoir, and Aquifer Storage and Recovery (ASR) wells. All of these facilities are located in east Orange County. A distribution system and storage and pumping facilities are located in Brevard County. The Dyal WTP processes about eight billion gallons per year, with peak flows reaching 30 million gallons per day (mgd) during the summer. Daily flows average 22 mgd.

Within the redevelopment boundaries, all parts of the area are adequately served with potable water. Most lines are six inches in diameter or larger and can, therefore, supply any new improvements or additions easily. Approximately 90 fire hydrants are dispersed at intervals which provide adequate water pressure and volume for fire protection needs.

Sewer System

The City of Cocoa provides sanitary sewer service to residents within the CRA. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (mgd), of which it currently operates at approximately half its capacity. Thus, sufficient sewer is available.

Stormwater

The Public Works Department Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. With the completion of the Florida Avenue Streetscape, the Factory Street Retention Pond and the Church Street Baffle Box, several drainage issues were corrected. There remains challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon. In 2016, Brevard County residents approved a ½ cent infrastructure sales tax for the purposes of funding projects that would improve the water quality of the Indian River Lagoon. Due to the elevation, the runoff from the Cocoa CRA flows towards the Indian River Lagoon. It will be very important to implement improvements that would address the water quality prior to entering the lagoon. The Florida Avenue Streetscape implemented a

PaveDrain design for its on-street parking areas between Rosa L. Jones Boulevard and King Street. This unique PaveDrain system, limits the distribution of natural water flows by managing stormwater runoff. Additionally, the PaveDrain system promotes on-site filtration and eliminates contaminants into the Indian River Lagoon. Additional drainage projects are in the early planning stages to improve water quality entering the Lagoon.

Effect on School Population

Existing school facilities within the community redevelopment area are more than adequate to serve the present and anticipated future school age population. According to the 2012-2016 ACS estimates, the number of school age children within the Cocoa CRA is 183. As the potential commercial and residential developments will not be oriented specifically toward families with school age children, there should be little or no increase in the school age population. Activities which are undertaken to redevelop and revitalize the project area, will incorporate into the design improvements needed to make the school facilities more accessible to the community by eliminating perceived hazards to the safety and wellbeing of the children and removing obstacles to the handicapped and infirmed.

Current Conditions

The waterfront has been a critical element of Cocoa's economic and cultural growth since the establishment of the city. The river and the surrounding area has been used for fishing, commercial and residential boat access, social events, leisure activities, and recreation for over 150 years. Cocoa had been in a period of decline with the concentration of public housing, closing of the Space Program, and encroachment of commercial uses into the Heart of Cocoa. Lee Wenner Park was the only active portion of the riverfront with boat ramps and docks. A road provided vehicular access along the river serving as a bypass between Merritt Island and Rockledge. The Cocoa CRA was established in 1980 to eliminate slum and blight and redevelop Downtown. The CRA has worked with the City to expand waterfront access for social and recreational use. The library was relocated north of downtown and the existing library was converted to a Civic Center. Additional park space was created with the conversion of a parking lot behind the Civic Center into green space. Water features, a playground and a pavilion were added to encourage community use. Plans were already underway to construct day slips, a T-Dock, a major riverfront walkway esplanade, viewing areas, a riverfront connector under the bridge for pedestrians and bicyclists, and a mooring field and upland facilities when Hurricane Irma brought its devastation ashore.

The importance of restoring waterfront amenities to enhance and improve the quality of life and economic vitality is a core component of the 2018 Cocoa Community Redevelopment Agency Plan Update. The 2008 Waterfront Master Plan provided an opportunity to expand upon the existing vision and inspire transformative change. The improved waterfront will connect four (4) different parks on the waterfront, creating spaces to congregate, meditate and recreate. The Waterfront Master Plan seeks to implement projects aimed at spurring economic development, transforming the social landscape, and preserving the cultural asset in utilization of the waterfront. The projects are organized in three specific areas of the

CRA: 1) The Waterfront, 2) Lee Wenner Park and 3) the Downtown Riverfront Park. The plan includes several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

Infrastructure

- There are generally no significant existing Potable Water Sanitary Sewer issues.
- There are challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon.
- A high quality reclaimed water system exists in Cocoa and is used for irrigation in several sections of the CRA.

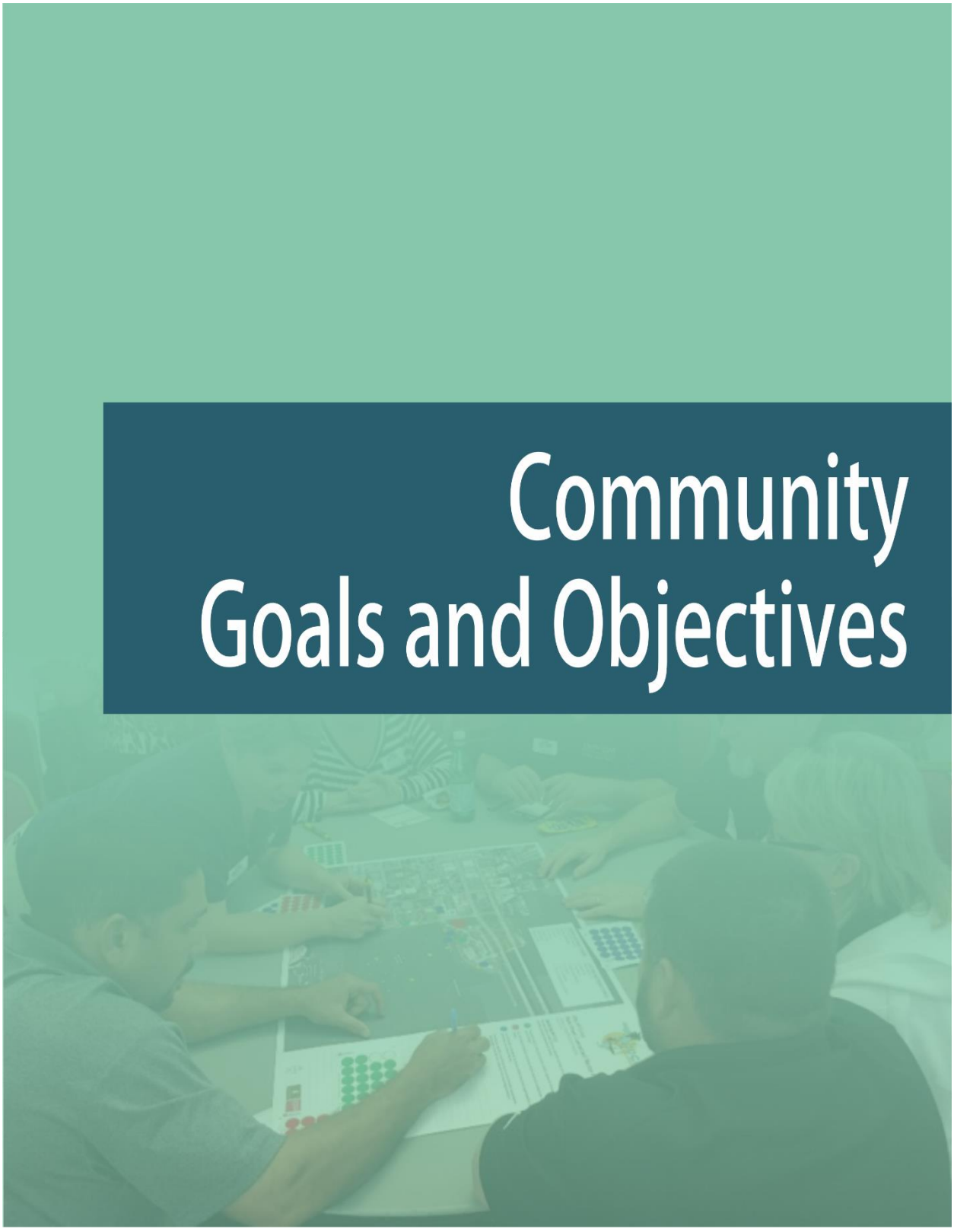
Marine Features

- Existing wooden boardwalks were destroyed by Hurricane Irma in 2017 and are in the design stage for replacement.
- Existing revetment areas are not in good condition and are part of the plan to stabilize the waterfront area from Whitley Bay in the north to the southern end of Riverfront Park.
- The bulkhead beneath SR 520 is in the planning stages of being repaired by the Florida Department of Transportation.
- The bulkhead at Riverfront Park is in fair condition and following Hurricane Irma the washed out sections were filled.
- Additional day slips, a larger T-Dock and additional improvements are part of the larger plan to revitalize the riverfront region of the CRA.
- Existing depths of the waters along the waterfront could benefit from additional dredging to improve boat draft.

CRA Vacant Parcels Map



PART III



The 2008 Cocoa Waterfront Master Plan and the 2018 Waterfront Plan Update

During the development of the 2008 Cocoa Waterfront Master Plan and 2018 Cocoa CRA Waterfront Master Plan Update, a series of public workshops were held with the citizens and merchants of the City of Cocoa to assist in the development of this redevelopment plan. After each meeting, the consultants summarized the results and incorporated them into the next phase, at which time consensus was attained. The 2008 plan was approved as the Great Recession occurred and only up until the last five years has there been a renewed interest in redevelopment. Redevelopment was occurring largely around Riverfront and Lee Wenner Parks until Hurricane Irma in September 2017 destroyed all waterside amenities. The following is a summary of the workshops and the planning activities that occurred:

2008	**WATERFRONT PLAN**
May 28	Steering Committee Kick Off Meeting
June 17	Public Kickoff Workshop
June 25	Issues & Opportunities Public Workshop Part A
June 26	Issues & Opportunities Public Workshop Part B
July 29 to 31	Design & Implementation Workshop
2017-2018	**WATERFRONT PLAN UPDATE**
December 20	Public Kickoff Workshop
January 9	CRA Board Introduction
January 10	Programming Workshop
February 26	Public Review Meeting
April 10	Presentation to CRA Board
June 12	Approved Waterfront Plan Update and Directed Staff to Draft Amendments to Cocoa CRA Community Redevelopment Plan
2018	**CRA PLAN UPDATE – WORKSHOPS/MEETINGS**
August 29	Public Workshop
September 4	Special Cocoa CRA Meeting
September 10	Special Planning & Zoning Meeting
September 18	Cocoa CRA meeting to approve plan
October 10	City Council First Reading
October 24	City Council Second Reading

BACKGROUND

With the devastation to the Cocoa Waterfront brought on by Hurricane IRMA in September 2017, the Cocoa CRA Board felt compelled to work with the public to rapidly cast a new vision for the Waterfront. The loss of waterfront access and facilities had an immediate impact on the quality of life and economic vitality of Downtown Cocoa Village. The result was a 2018 Waterfront Master Plan update study which will guide the CRA and City of Cocoa in the rebuilding of existing waterfront infrastructure, the development of new amenities, and addressing waterfront resiliency. The implemented plan will result in an important social and economic center and serve as a catalyst for redevelopment activity and business growth.

PUBLIC PARTICIPATION

There was a strong community commitment to the goals of recovery, and improving waterfront access for the future, where City Council, the CRA Board, City Management, managers, consultants, and staff were committed to the full range of activities required to make public participation work and be willing to obtain and consider public input in the creation of the Plan. Extensive efforts were made to include and to survey citizens, waterfront residents, boaters, a gambit of waterfront user groups ranging from the Coast Guard Auxiliary, to Sea Scouts, other key stakeholders, and environmental organizations, representatives of waterfront agencies that are, could or would be involved. The Planning and Engineering consulting team and City Staff diligently worked together to design a public participation strategy that helped to successfully serve the need for actively engaging public participation through setting forth meaningful, clear, successful public participation with all groups concerned. This helped to build the capacity of the community to work together constructively and deal with the immediacy of the hurricane damage, solve problems, and build a stakeholder engaged plan for the future. A clear structured planning process was designed with well-defined rules of engagement about how public participation will be conducted, what questions needed to be asked, and how the decisions would be made.

As Cocoa prepares to rebuild waterfront amenities, it was deemed important to validate and refine prior ideas for the waterfront, plan for enhanced waterfront resiliency, and continue to position the waterfront as socially and economically supportive of the adjacent properties and community at large. The downtown waterfront at Cocoa Village is a vital environmental, recreational, cultural and economic asset that should be planned in concert with the broader community and CRA vision. The goals for the update were to take a high level review of the existing plan, and validate and /or refine the current community needs, interests and opportunities associated with the waterfront facilities.

The outcome is an updated set of ideas included herein for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates. The Cocoa CRA is prepared to continue to reinvest in its signature downtown to expand the use of the waterfront for all residents.

Five key problem takeaways were derived from participatory public meeting sessions as follows:

- Make Lee Wenner Park feel safer;
- Enhance and Promote the Environment;
- Increase Boater Access and Day boater visitations;

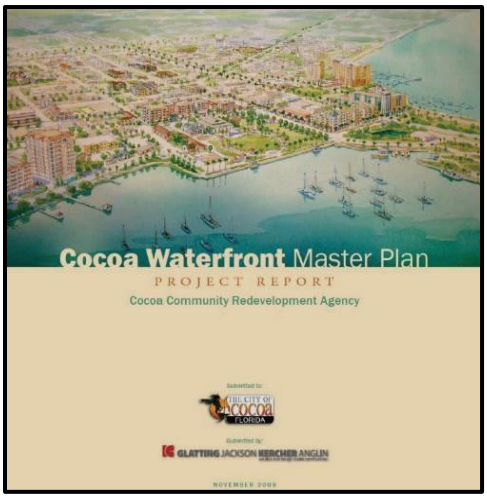
- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

Solutions took form in an updated set of ideas for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates included in the CRA Projects List. The Cocoa CRA is prepared to continue to reinvest in its waterfront for all residents to expand the use of its signature downtown as follows:

- A Living Breakwater
- North Mooring Facility & Pump Out Vessel and Facilities
- T Dock with mix of Fixed and Floating Piers (400')
- Dinghy Dock, Day Slips, & New Fishing Pier
- East Lee Wenner Park Island Shoreline Stabilization
- Lee Wenner Park Civic Center
- Harbor Master Building
- Lee Wenner Park Renovation
- Taylor Park Renovation
- Promenade with Overlook Viewing Areas
- Porcher House Lawn and Garden
- Support Building for Amphitheatre
- Harrison Street Streetscape

While the projects identified in the plan, are and will be highly impactful for many years, a central overlying concern/problem was resiliency. The question is how do we construct access to the waterfront, in ways that are hurricane, and storm surge resistant, aesthetic, and environmentally sound? How do we prevent and how do we protect, newly constructed projects from being washed away in the next storm, and how would we do it in a way that enhances, the marine environment? As such, there was a strong consensus that the Plan must provide for project structures, that are based upon tested, more resilient engineering designs, and made of more durable materials.

Adopted 2008 CRA Plan



2017 Hurricane Irma Damage



Waterfront Update 2018 Study Area



THE PLANNING PROCESS



The Waterfront Master Plan Update was completed between January and April, 2018. The plan included a January 10th Programming workshop with specific exercises regarding community goals for the waterfront, as well as strengths, weaknesses and opportunities for the waterfront. The Design Team used this information, as well as other technical review, to develop a draft conceptual master plan, which was reviewed in a second public meeting on February 26th. This meeting focused on draft plan ideas, and specific exercises for community response and refinement. Over 100 attendees participated in each event. Following the public meetings, the master plan and implementation projects were refined in workshop sessions with the City/CRA staff and presented to the CRA Board and approved on April 10, 2018.

The public meetings provided the design team with hundreds of comments and ideas, each of which was documented and reviewed. A set of guiding Planning Principles were developed as a way of organizing the major topics of community input:



1. **Make Lee Wenner Park Feel Safer**
    - Homeless at Lee Wenner Park
    - Lighting, Cameras and Clear Views
    - Activity at Lee Wenner Park
    - Utilize “Crime Prevention Through Environmental Design” Principles
2. **Enhance and Promote the Environment**
    - Water quality / River Outfalls
    - Clean up the FDOT relief pond
    - Education and New Forms of Access
    - Storm Protection / Protected ‘Harbor’
    - Fishing and Views at Waters’ Edge
3. **More Access: Boats and Day Visitation**
    - Day Slips and T-Dock for Smaller Vessels
    - Mooring Field and Pump-out & Dinghy Docks
    - Kayak / Canoe Opportunities
    - Potential future large ICW Dockage
    - Cocoa Waterfront as ICW ‘Destination’
    - Harbor Master and Concession Building
4. **Expand Landside Activities**
    - Continue to Support Large Events
    - New Gathering / Small Event Spaces
    - Walking and Biking Linkages
    - Maintain Quiet / Respite Spots

- Find spot for a Dog Park
- Maintain Amphitheater and Taylor Park

5. Economic Development

- Quality waterfront enhances City
- Tourism and 'events' build business
- A new Civic Center might support community needs, create new waterfront/ water-based activity and a new 'address' for downtown development.

The Waterfront Master Plan identifies specific projects and ideas based upon the Community Input, Planning Principles and post-IRMA reconstruction needs. The plan includes several fundamentally new ideas for Cocoa's Waterfront:

1) Diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete peers.

2) Managed mooring field with support facilities, including harbor master building, pump out and boater services.

3) Relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park.

4) Re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water.

5) Opening the waterfront to Delannoy Ave by relocating the existing Civic Center.

The plan includes other features and details best reviewed in the project presentation documents.



City of Cocoa
Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

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

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

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

VISION AND VISUALIZATION

VISION : OPENING RIVERFRONT PARK TO COCOA VILLAGE

The community recognizes that the current Civic Center (former downtown Library) is reaching the end of its' useful life. If the Civic Center was removed, the Porcher House, Riverfront Park, Amphitheater and waterfront views would all be opened and featured to Cocoa Village in a more dramatic, accessible way. This would also create a more attractive 'address' for nearby redevelopment property in the Village, as well as expand the use of the park for all the residents of Cocoa.





VISION : NEW CIVIC CENTER AT LEE WENNER PARK

The community is interested in the possibility of locating a new Civic Center at Lee Wenner Park to gather and celebrate the waterfront in a more proximate manner than is currently possible. Further, locating this type of community use would diversify the function of the park to support a wider array of boating, recreation, and community activities – making the park more relevant, safe and useful for all the residents of Cocoa.





High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects

Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village

New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District

Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets

Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites

Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa

Creation of Workforce Housing
Façade Grant Program
Paint Program

MEDIUM PRIORITY PROJECTS

A. Waterfront Projects
North Mooring Facility and Pump Out vessel & facilities

B. Lee Wenner Park
Harbor Master Building
Porcher House Lawn and Garden

C. State Road 520 Corridor
King Street and Willard Street Improvements-Option A
Improve Intersections at King/Brevard & Willard/Brevard Streets
Promote Vehicular Cross Access from King or Willard Streets

D. Streets
Rosa L. Jones Blvd. Traffic Circle
Two Way Street Conversion
Loading Zones in Village

E. Catalyst Mixed Use Redevelopment Sites
Bank of America Site
Suntrust Bank Site

LOW PRIORITY PROJECTS

A. Waterfront Projects
Living Breakwater

B. Park Projects
Large Vessel Docking Pier
Taylor Park Renovation
Harrison Street Streetscape

D. Uptown District
Mixed Use Residential Infill

E. The Heart of Cocoa
Catalyst Park Site

F. State Road 520 Corridor
King Street and Willard Street Improvements Option B
Two Way Access to Riveredge Dr./SR 520

Environmental Quality

The essential premise behind the Community Redevelopment Plan is to formulate a program which will enhance the overall quality of life in the CRA. Through the provision of public infrastructure improvements and the encouragement of private sector restorations and reconstructions of commercial and residential

structures, this plan shall have a positive impact upon the quality of the environment of the boundaries of the community redevelopment area. The plan will ensure that all commercial and dwelling units comply with the standards for safe, decent and sanitary human occupancy, thereby encouraging pride in the community. Furthermore, through the encouragement and creation of additional opportunities for employment, it will foster a positive economic impact on the blighted and economically disadvantage areas of the City, including the Heart of Cocoa Neighborhood.

Crime Prevention

Several portions of Chapter 163, Florida Statutes, encourage the development and support of community policing initiatives within the CRA. Community policing involves the face-to-face interaction of law enforcement officers with neighborhood residents and businesses in order to involve the community in identifying problem areas and assisting with the police effort. Crime prevention and community policing programs, such as Crime Prevention Through Environmental Design (CPTED), will become an important component of the area's civic support system. CPTED is based upon the theory that the proper design and effective use of the built environment can reduce crime, reduce the fear of crime, and improve the quality of life. Built environment implementations of CPTED seek to dissuade offenders from committing crimes by manipulating the built environment in which those crimes proceed from or occur. The three most common built environment strategies are natural surveillance, natural access control and natural territorial reinforcement. Community policing is a proven method to help increase the sense of security, possibly resulting in increased investment. Experience with community policing efforts shows that it takes a period of years for local law enforcement to establish the community bonds and contacts needed to form the foundation of community policing. The issue of safety and security in the area is considered a priority.

Urban Design Improvements

In 2008, the City of Cocoa commissioned Glatting Jackson Kercher Anglin to prepare a master plan and implementation strategy for the Cocoa RDA with particular focus on improving the activity of the waterfront and connectivity to it. Key elements of the 2008 Waterfront Masterplan, are included herein. Four general waterfront objectives were established at the outset of the project:

1. Connect the riverfront boardwalk along the river
2. Enlarge the "T-Dock" to accommodate larger vessels
3. Establish boat mooring fields adjacent to the Cocoa Village waterfront
4. Connect Cocoa Village to the river

Community Vision

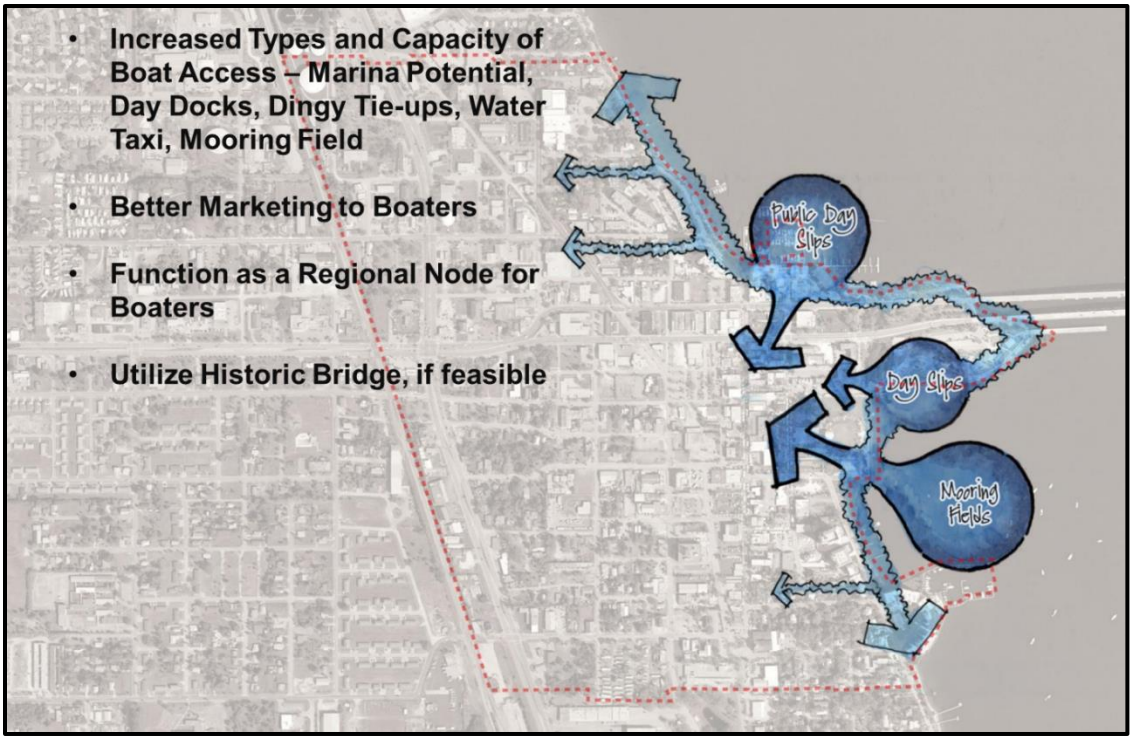
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the early stages of the project, the following objectives broadened the study to include the balance of the Cocoa RDA District and articulated the community's vision for the future:

1. Enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the RDA.
2. Strengthen the identity of Cocoa Village through improved gateways, internal wayfinding, and branding downtown Cocoa.
3. Improve pedestrian walkability and livability of streets within the district, particularly the major arterials that bisect and border the RDA district such as State Road 520 and US 1.
4. Improve boater accessibility to Cocoa Village and improve connectivity of open spaces along the riverfront.
5. Build upon the existing artistic, cultural, and historic assets of Cocoa Village by re-introducing past traditions and promoting new community events.
6. Improve the appearance and image of the community by addressing derelict properties, improving controls on noxious aesthetics, and creating a more consistent appearance and quality.
7. Improve the success of business downtown by uniting merchants and creating shared standards of retailing.

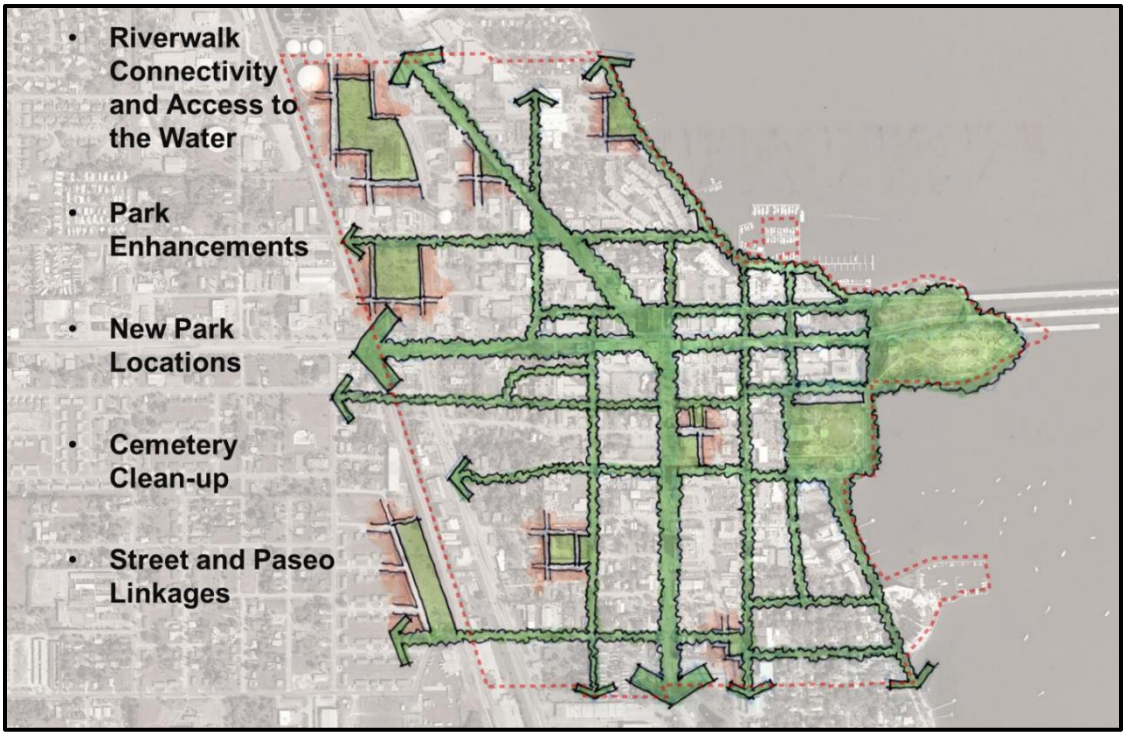
Planning Principles and Design Frameworks

As part of the Public Issues and Opportunities Workshop, the community stakeholders established the following six (6) frameworks to improve the local and regional allure of the Cocoa Village waterfront and downtown vicinity by enhancing pedestrian connectivity, boater access, public identity, and diversity of development within the Cocoa CRA. Glatting Jackson and the steering committee developed the following Design Framework to lead design recommendations and proposed improvements. Each of the frameworks are presented below:

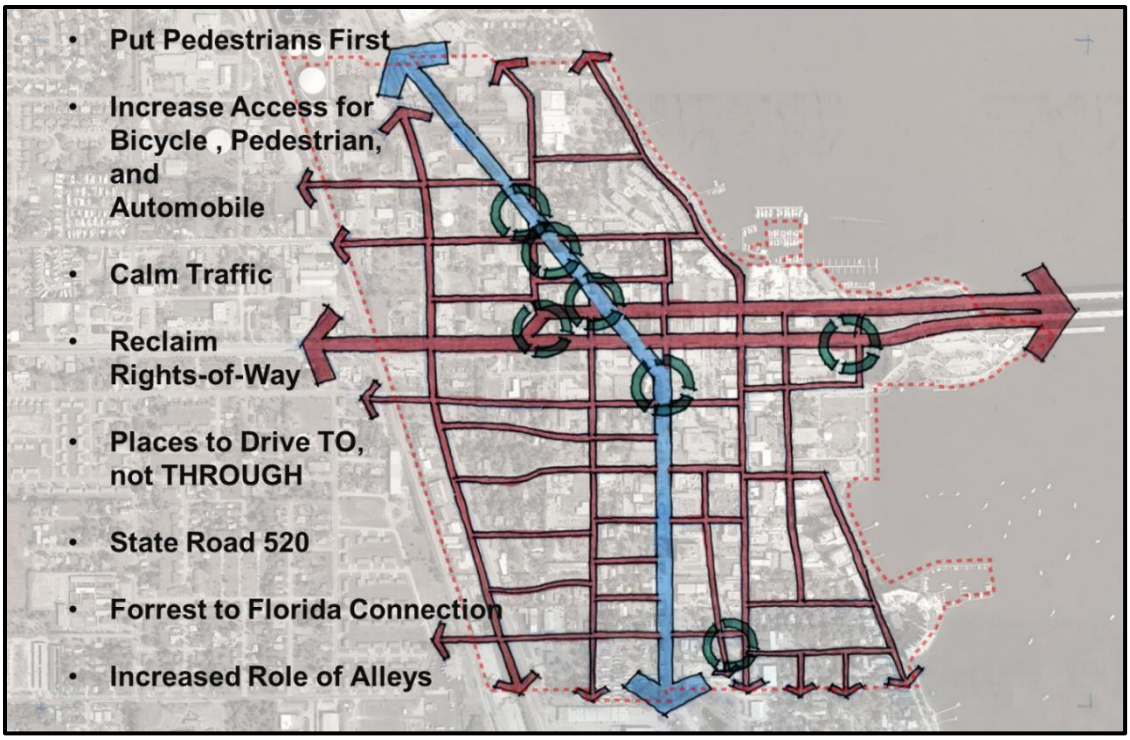
Framework I - *Connect the River to the City*



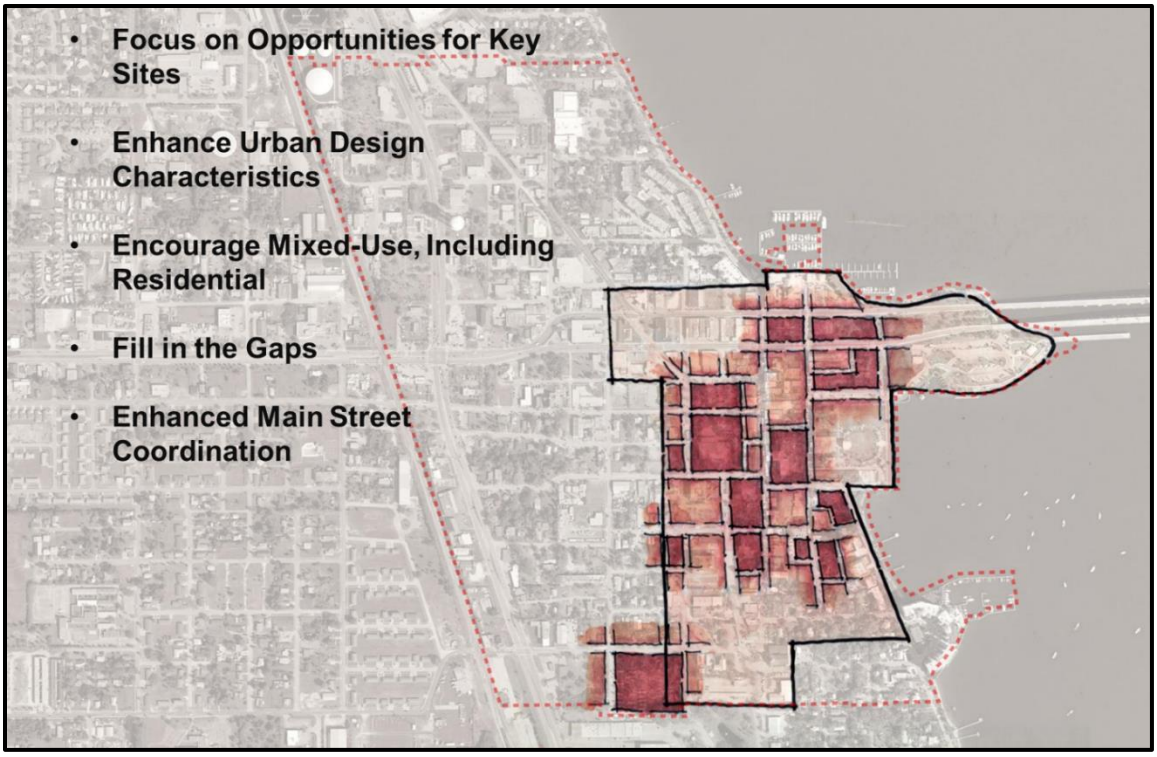
Framework II - *Enhance and Connect Open Space*



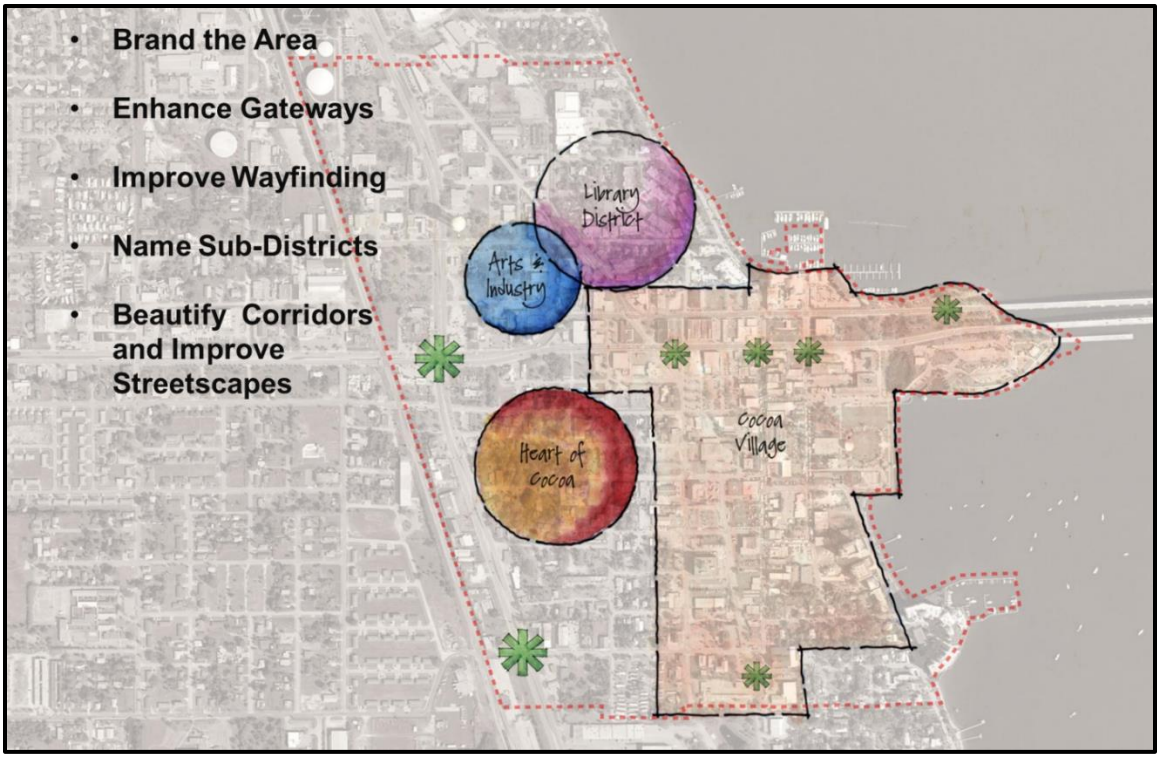
Framework III - *Livable Approach to Streets and Traffic*



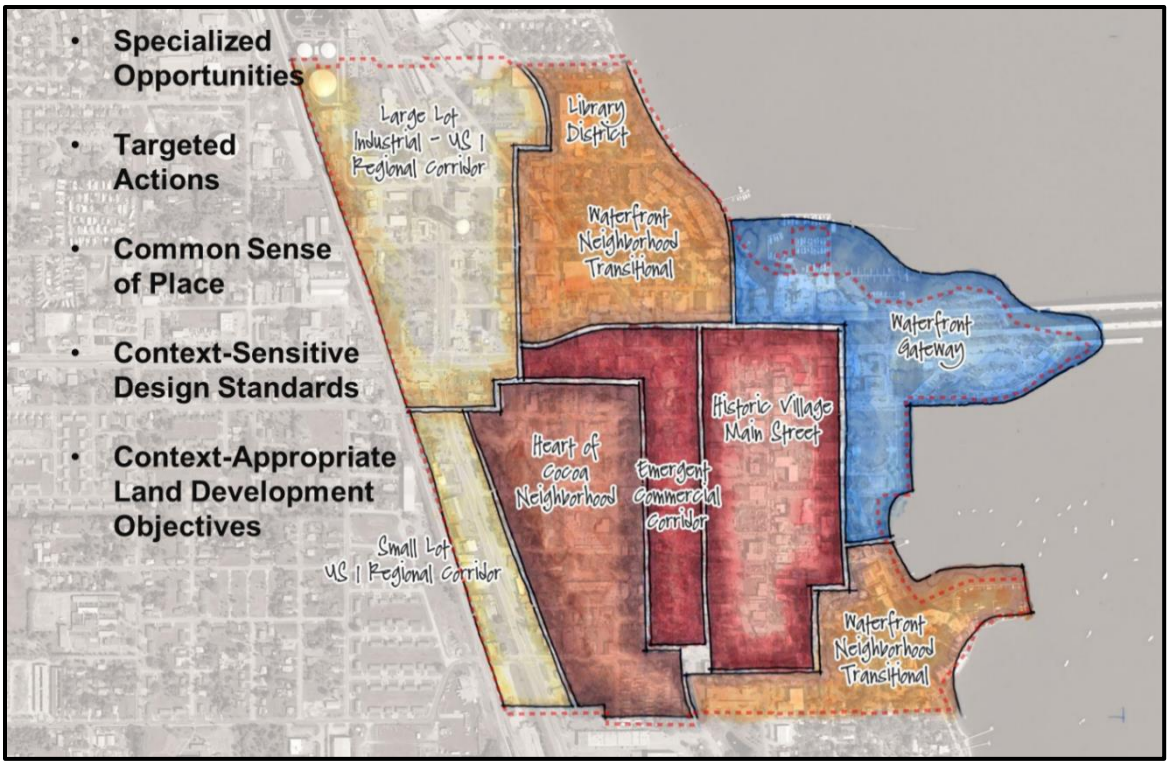
Framework IV - *Expand Main Street District-Wide*



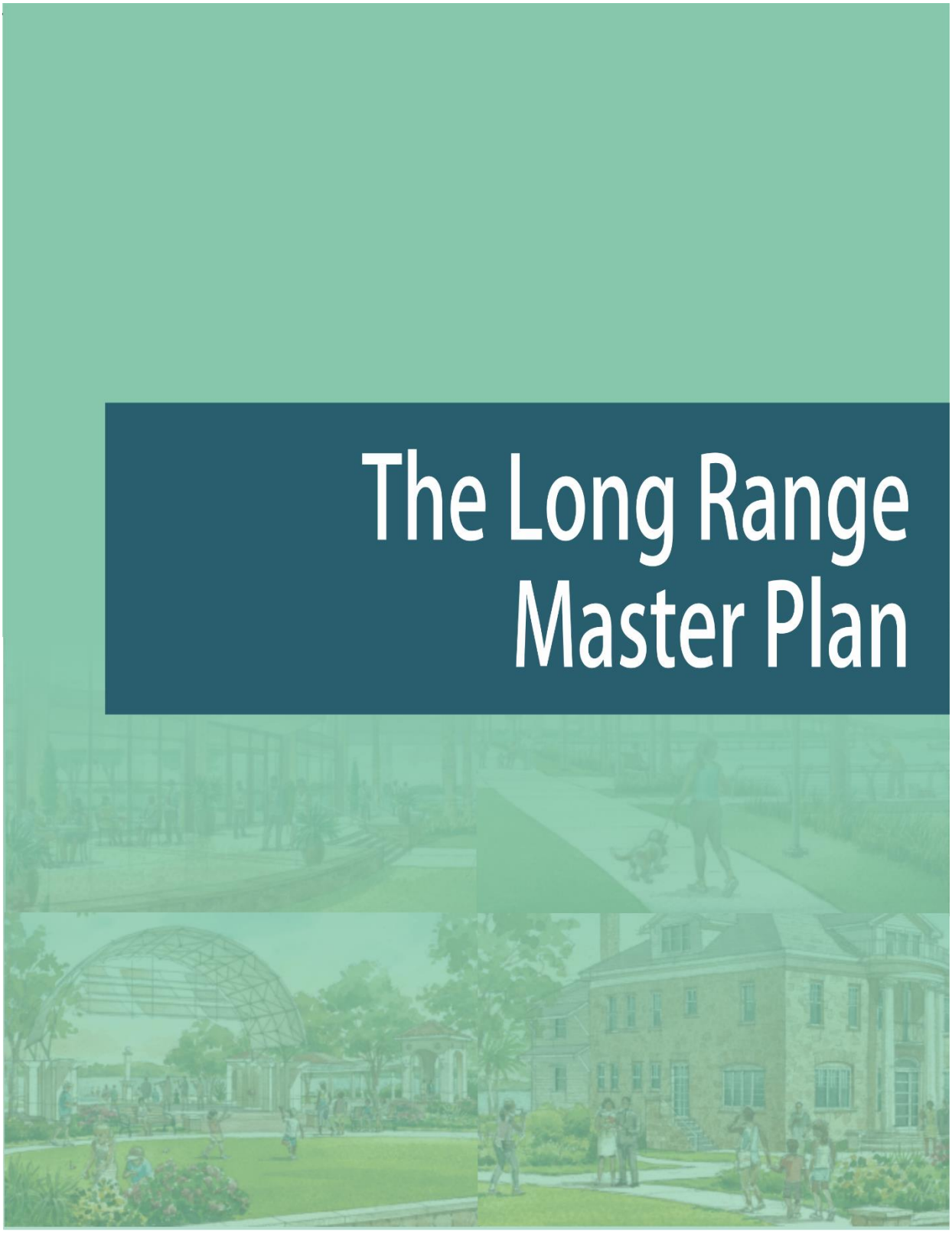
Framework V - *Enhance the Village Arts Image*



Framework VI - *Enhance the Sub-Districts*



PART IV



Long Range Land Use Concept Plan

OVERVIEW

The Long-Range Master Land Use Plan was developed as a guideline for promoting the sound development and redevelopment of the properties in the Cocoa Redevelopment Area. The plan should be updated and revised based upon changes in the economy, public concerns, and private development proposals. The plan seeks to translate economic development strategies into a physical form with minimal impact to natural and cultural resources. The significant aspects of the plan are listed below.

- The plan locates where the major economic base land uses (industrial / office / commercial) should be in order to best attract prospective businesses, and at the same time be well integrated into the desired future transportation and land-use patterns.

- The plan locates and plans for a transportation system that can accommodate the future growth patterns without costly retro-fit and renovation widening projects.

- The plan allocates areas of residential densities that: work with the loading of future roadway networks; are compatible with the existing community structures of each area; are respectful and compatible with adjacent land-uses; minimizes commuting distances and reinforces future public transportation options, offers a diverse range of housing opportunities for all income ranges and lifestyles.

- The plan locates commercial sites based upon expected market demands and reasonable residential service areas.

- The plan provides for the location and size of parcels of land to be set aside for schools, parks, and other community services. This eliminates the costly and awkward approach of having to retrofit these essential amenities later.

- The plan provides a tool for the RDA to promote economic development by showing prospective corporate entities locations of parcels that have been set aside for their purpose, thereby reducing the developers risk and permitting hurdles when coming to the community.

- The plan provides a holistic means for the RDA to guide the approvals of new developments based upon an agreed upon strategy.

- The plan allows the RDA to make capital improvements projections based upon known future public project needs, demands, and proposed locations.

COCOA VILLAGE

While already a strong center of the community, the Village requires improved visual and physical accessibility and a strategic plan for revitalizing under-utilized private properties. The major initiatives recommended include a focus on public infrastructure and private development incentives. Enhancement to wayfinding and signage is desired along the periphery of Cocoa Village. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. Identification of key gateway locations on the periphery of the Village, acquisition of easements from property owners and gateway architecture and development of a signage/wayfinding package are recommended. In addition, conversion of one-way streets to two-way and streetscape improvement for aging streets are recommended. Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites.

The Cocoa Village historic commercial area could be visually and spatially one of the finest in the state of Florida. Clearly, this asset needs to be stabilized economically and preserved and enhanced visually in order to maintain it as the thematic heart and soul of the City. The historic character of this part of the City should always set the tone for the quality of life draw for the City's future growth and development. The CRA needs to continue with the remarkable strides it has made over the past few years to maintain the character of the area.

From a land use standpoint, the redevelopment strategy for this area should be to encourage the in-fill of vacant buildings and sites with new retail commercial businesses that are compatible with the historic boutique specialty shops that already exist in the area. The architecture of these buildings should be historic Cocoa in nature and be built on the ROW with new setbacks; similar to the older historic buildings. An effort should be made to encourage the occupancy of the second floor space with residential and office uses. This goal should be encouraged for both existing as well as new in-fill buildings.

The CRA needs to continue to promote the village as an activity center and provide assistance to the existing businesses in the area of marketing, product venues and display, façade renovations, etc. An on-going recruitment program needs to be in place to continually bring in "specialty or boutique" retailers into the downtown. The synergy that is developed by creating a concentration of quality, one-of-a-kind merchandisers into the village will help everyone.

The properties between Florida Avenue and Brevard Avenue are situated on top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie Highway Alignment due to its high and dry condition. This same condition of high elevation also makes it ideal for the future location of multi-story buildings. Multi-storied buildings would have magnificent views toward the water looking out over the village below. As the market continues to become receptive and attractive, these sites should eventually be redeveloped into mixed-use office buildings or residential condominiums. In either case, they should have retail space on the ground level to be oriented toward either Brevard Avenue or Florida Avenue. These existing sites are currently occupied by the telephone and power company. These are uses that are extremely difficult to relocate.

In addition to relocating utility companies, as previously mentioned overhead utilities, managing stormwater, inadequate lot sizes, and several properties determined to be environmentally constrained

as they are contaminated or suffer from the perception of contamination, all pose challenges to redevelopment. For these reasons, this is a long range proposal.

Gateways and Signage

Along the periphery of Cocoa Village, enhancement to wayfinding and signage is desired. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. The CRA should identify key gateway locations on the periphery of the Village and acquire easements from property owners and design gateway architecture and develop a signage/wayfinding package.

Streets

Two major ideas that precipitated from the Design Workshop were conversion of one-way streets to two- way and streetscape improvement for aging streets. Recommended programs and capital projects include:



1 Existing one-way condition on Brevard Ave. Motorists use two lanes as one; rarely is the second lane utilized for thru traffic

- Two-Way Street Conversion: Initiate a transportation study for two-way conversion of one-way streets: Brevard Ave., Delannoy Ave., Oleander St., River Edge Blvd., and Brevard Court, including the overall traffic network for the entire Village.



2 Potential Cocoa Village designated loading zones showing loading/unloading point and service area (yellow halo)

- Traffic Circle: Redesign Rosa L. Jones Boulevard Traffic Circle as a true square with a gateway park.
- Two-Way Access to River Edge Blvd./SR 520: Study the feasibility of a traffic signal and two-way access to/from River Edge Boulevard to east and west bound SR 520.
- Streetscape Reconstruction: Initiate streetscape reconstruction projects for Brevard Ave. and Delannoy Ave. – refurbishing the corridor of Rosa L. Jones Boulevard.
- Street Tree Program: Consider a Village-wide street tree program for installing new and replacing failing trees.
- Loading Zones in the Village: Designated loading zones on alleys and side streets for deliveries during peak hours to relieve retail streets from congestion by large trucks. Explore the possibility of adding ride-sharing sites to the loading zones.

Catalyst Mixed-Use Development Sites

As the real estate market continues to express interest in the Cocoa CRA, assessing the existing building occupancy in Cocoa Village and determining which sites are best positioned to redevelop as market conditions improve is recommended. There are several key development sites that are currently under-utilized due to outdated land use or building design and the following suggestions resulted:

- 603 Brevard Avenue (former City Hall site): Study site development options and potential public/private development venture on the former City Hall site at the corner of Factory Street and Brevard Avenue.

- 430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue.

- 100 Delannoy Avenue (former branch office of SunTrust Bank): SunTrust consolidated and redeveloped its branch office on its former drive-thru site and sold the former branch office site. Work with the current property owners to determine highest and best use for the site.

HEART OF COCOA

The Heart of Cocoa neighborhood (HCN) has tremendous historical significance to the City of Cocoa especially the African-American community. The City and the CRA have made a substantial financial investments in the HCN and has adopted policies and programs in furtherance of the Federal Consent Decree. The City has taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. Private investment in the HCN has not been as significant as projected. New private and public investment projects have recently materialized on properties adjacent to and near the HCN. City staff is optimistic the proposed redevelopment projects will serve as the catalyst for future private investment within the HCN. The City and CRA continue to affirmatively embrace and enforce the provisions of the Substitute Consent Decree as it serves as the instrument to maintain the residential and historical character of the HCN.

The Substitute Consent Decree

Due to a previous federal lawsuit in which the City and CRA were defendants, the Heart of Cocoa area is a subject to an original federal consent decree which was substituted with a revised Substitute Consent Decree. The Substitute Consent Decree was prepared approved by the Federal District Court on January 28, 2009. The City and the CRA are parties to the Substitute Consent Decree, and the terms and conditions of the Substitute Consent Decree is binding upon the City and CRA. The Substitute Consent Decree entirely replaced the original Federal Consent Decree and rendering the original Consent Decree obsolete. Critical provision of the Substitute Consent Decree which will preserve and enhance the residential character of the Heart of Cocoa neighborhood, as well as facilitate redevelopment include:

1. Zoning. The City will maintain the low-density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. CRA's Redevelopment Plan. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing

programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single-family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of neighborhood amenities within the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Blvd.

Redevelopment Goals and Objectives

In pursuit of accomplishing substantial improvements in the CRA, the following goals and objectives were established based on community input and approval. They provide the framework and general guidelines needed to direct decision making that will enable redevelopment activities that are consistent with the primary intentions of the community.

REDEVELOPMENT ADMINISTRATION

Goal I

Utilize the administrative and financial mechanisms necessary to achieve the goals and objectives of the Cocoa Redevelopment Plan as amended.

Objectives

1. The CRA should provide funding for staff and operational support for agency activities while concentrating tax increment revenues for funding capital improvements and other programs as approved in the Redevelopment Plan as amended and to leverage those revenues through grants, loans, or other financial mechanisms to expedite the completion of projects.

2. Enable the CRA to oversee the redevelopment planning process and to develop the appropriate strategies and policies necessary to implement the plan.

3. Promote effective communication and a cohesive, cooperative spirit among the various public and private leaders in the CRA using the talents of existing civic and merchant organizations and committees.

4. Utilize the above civic talents in conjunction with the Cocoa Main Street Program and Historic Cocoa Village Association to initiate desirable special events activities, to develop and implement sound marketing and promotion strategies and undertake public space improvement projects.

5. Ensure the provision of suitable public information services concerning all aspects of the redevelopment program through all forms of media, as well as neighborhood, merchant, and civic organization meetings.

6. Ensure the public of an on-going community communication process whereby the community is able to be involved in the development of new CRA policies and initiatives through public workshops and regular CRA board meetings.

REDEVELOPMENT POLICY

Goal II

Eliminate slum and blight conditions, which constitute an economic and social liability as defined by Florida Statute 163, in the redevelopment area.

Objectives

1. Eliminate dilapidated and unsafe structures through the continuation of the City's Demolition Program, where it is deemed appropriate.

2. Encourage the repair of existing substandard structures through enforcement of the City's Codes and the provision of financial incentives for rehabilitation and facade improvements, if possible.

3. Eliminate unsanitary and unsightly outside storage conditions through proactive code enforcement and revisions to the City's Zoning Codes.

4. Eliminate nonconforming uses that detract from the character of the community hindering investment opportunities through negotiation, acquisition, exchange, transfer of development rights, zoning changes or any other available means assuming the property owner voluntarily consents.

5. In cooperation with property owners, encourage the consolidation of nonconforming parcels of land into parcels of adequate size to accommodate new construction encouraging stable growth in those areas deemed appropriate.

6. Through successful implementation of projects and programs as described in the Redevelopment Plan, as amended, increase the tax base to generate additional revenue for the CRA.

Goal III

Prevent the future occurrence of slum and blight.

Objectives

1. As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.

2. Work with the City's Community Services Department to formulate economic development strategies for the district that will ensure future economic stability and incorporate those strategies in this plan.

3. Create programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment district thereby increasing the tax base.

Goal IV

Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.

Objectives

1. Identify and cooperate with those property owners within areas designated for potential redevelopment projects to encourage their willingness to participate in those projects in a way that best benefits their personal interests as well as the public good.

2. Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.

3. Facilitate redevelopment transitions by developing appropriate relocation plans sensitive to the needs of those whose properties will undergo reuse activities.

4. Work creatively to provide incentives for private sector participation in redevelopment projects and programs, such as a Facade Grant Program.

ECONOMIC DEVELOPMENT

Goal V

Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.

Objectives

1. Establish public/private partnerships for redeveloping sites.

2. Improve the investment image of the CRA and utilize selected public actions to stimulate private investment.

3. Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.

4. Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.

5. Create investment opportunities which will increase the tax base thereby generating additional revenues to finance actions which support CRA goals.

6. Encourage the development of businesses in the area that are competitive in the region and encourage consumers to "buy local".

Goal VI

Market the CRA as a major destination point in the Central Florida Region.

Objectives

1. Promote the CRA as the center of the City's unique economic activities and market its assets.

2. Work to ensure sufficient funding for marketing that may include national campaigns as well as local and regional promotional efforts.

3. Maximize marketing opportunities in conjunction with other promotional organizations such as the Tourism Development Council and Historic Cocoa Village Association.

4. Project the image of the redevelopment area as a safe and exciting place to go while encouraging both business and family-oriented patronage.

5. Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

FUTURE LAND USE

Goal VII

Establish a land use pattern that reflects the CRA as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships.

Objectives

1. Promote and locate strategic land use activities of regional importance, such as museums, within the CRA to attract visitors to the area and capture additional market opportunities, while reinforcing the unique character of the CRA.

2. Develop land uses and patterns that compliment and strengthen existing activity centers such as the waterfront and Cocoa Village providing linkages between those areas and proposed redevelopment projects.

3. Formulate future land use strategies on the premise of sound market analysis and demographic research.

Goal VIII

Encourage innovation in land planning and site development techniques.

Objectives

1. Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

2. Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

3. Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

4. The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal IX

Provide aesthetic improvements and way-finding measures to increase the sense of community identity.

Objectives

1. Sign regulations should address the size, type, location, and amount of signage for the purpose of minimizing visual clutter, enhancing community character, and maximizing the flow of clear information to pedestrian and automotive traffic.

2. Develop sign regulations and standard design guidelines for store frontages and establish programs that provide incentives for voluntary compliance with new construction and retrofitting of existing signs and structures, where financially feasible.

3. When undertaking streetscape improvements, new private construction, and building rehabilitation, place utility lines underground where it is financially feasible to improve visual qualities.

4. Utilize a variety of beautification techniques to provide comfortable, pleasing, and healthful work, leisure, residential, and shopping environments.

5. Develop urban site design, landscape design, and architectural design guidelines for new and redevelopment projects.

6. Prepare landscaping, streetscaping, and lighting plans for public spaces to strengthen the historic character of the CRA and encourage the use of these features when negotiating private sector development plans.

Goal X

Make the protection of the historic character of the CRA a priority in all development activities.

Objectives

1. Encourage the retention and preservation of landmarks and historically significant structures.

2. Encourage the continued identification, analysis, and preservation of the CRA's historical resources.

3. Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.

TRANSPORTATION

Goal XI

Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community.

Objectives

1. Assess existing traffic patterns and pursue any automotive transportation improvements, which may include vacating right of ways, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will increase traffic capacity and traveling convenience.

2. Create a parking system to support existing activities as well as increased demands as new development occurs in the CRA taking into consideration quantity, location, and design of such facilities.

3. Minimize the impacts of increased traffic and activity levels in residential areas.

4. Provide adequate loading and unloading zones for goods with minimum disruption of through-traffic.

5. Work with area wide mass transit providers including SCAT, taxi services, real time sharing, other modes of transit, and shuttles to encourage the expansion of an efficient mass transportation system.

6. Create a safe, secure, appealing, and efficient pedestrian system linking all major activity centers, parking facilities, and other interchange points.

7. Encourage pedestrian and bicycle pathways through the CRA appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the areas environment through the use of landscaping and other visual treatments.

8. Take advantage of the waterfront in pursuit of less conventional modes of transportation such as dingy docks, day slips and a T-Dock.

9. Support the redevelopment of the former FEC Railway passenger station site at US 1 and Rosa Jones Blvd. to a possible All Aboard Florida Brightline Tier 2 Station.

Goal XII

The CRA shall support the development of parking strategies to support the transportation goals.

Objectives

1. The CRA shall encourage the City to seek a public-private partnership to help establish a multi-use, multi-level parking facility, if needed, to reduce traffic congestion and increase pedestrian safety, reduce the amount of surface parking lots and increase green space within the Central Business District.

HOUSING

Goal XIII

Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objectives

1. Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

2. The CRA shall continue to utilize local government partnerships with the private sector in order to improve the efficiency and expand the capacity of the housing delivery system.

3. The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

4. Encourage and incentivize home ownership opportunities, especially within the Heart of Cocoa.

5. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

PUBLIC FACILITIES AND SERVICES

Goal XIV

Provide necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the CRA.

Objectives

1. Work with all appropriate government and private utilities to ensure the provision of adequate services including electricity, telecommunications, cable television, water, stormwater, sanitary sewer, gas, and solid waste.

2. Work with the City's solid waste service provider to improve garbage and recyclable pick-up and removal within the redevelopment area, increasing the level of service, providing convenient locations for disposal and increased services during special events.

3. Strategically locate well designed public restrooms that retain the historical architectural features throughout the redevelopment area providing sufficient stalls for daily use as well as during special events.

4. Encourage the stabilization of neighborhoods within the CRA and maintain the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; stormwater management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

COASTAL

Goal XV

The natural resources of the City's CRA coastal planning area shall be preserved, protected or enhanced to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation.

Objectives

1. The CRA shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.

2. The CRA shall continue to promote appropriate land uses along the Indian River Lagoon consistent with the public need, while protecting natural resources.

3. The use of public funds for infrastructure improvements which subsidize increased development in the Coastal High-Hazard Area (CHHA) will be restricted to those projects which restore or enhance natural resources and/or part of the Cocoa CRA Plan.

4. The CRA shall continue to coordinate with other coastal cities and Brevard County to investigate and implement equitable measures to promote the provision or funding of public access ways to the Indian River Lagoon by new development.

5. The CRA shall cooperate with and assist St. John's River Water Management District (SJRWMD) and the Department of Environmental Protection (DEP) to continue to protect or restore the aquatic vegetation including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds or shoreline restoration. In addition, the CRA will protect the diversity of submerged and emergent aquatic vegetation and fish species as well as the quality of fresh water (estuarine), found in the Indian River within the zone between the Cocoa shoreline and the lntracoastal Waterway.

6. The CRA shall not encourage or promote shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat.

RECREATION AND OPEN SPACE

Goal XVI

Establish parks, recreation, open space, and beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant appealing atmosphere for working, shopping, touring, and residing in the district.

Objectives

1. Expand park and recreational opportunities as a means to leverage private sector development plans when deemed appropriate.

2. Seek parks, waterfront and open space grant funding when possible to leverage tax increment revenues to accomplish stated goals.

3. The CRA shall provide inter-connectivity between recreational facilities and the surrounding community.

Policy Objectives & Plan Strategies

ECONOMIC STRATEGIES

CRA/Merchant Associations/Tourist Development Council

- City and regional area should be strategically marketed with an emphasis on the Cocoa Village theme to increase visitation to the Village.

- Encourage marketing of village waterfront residential area as a quality waterside retirement and second home opportunity area.

- Promotion of regions quality outdoor recreational activities and affordability of quality retirement residential opportunities.

- Market Historic Cocoa Village as a destination to live, work and play.

- Build on legacy of historic waterfront shipping center for the citrus industry; special events, etc.

- Promote activities and sponsor events that benefit and enhance the tourism industry.

- Attract key niche market retailers, both local and regional, to the downtown area; then recapture local residents back to CBD.

- Encourage existing merchants to change their merchandizing approach to create the specialty market niche. Strive for after 5:30 pm nightlife mix.

- Work with existing retailers in joint venture marketing.

- Work to increase quality and quantity of major downtown special events, such as, HCVA Art & Craft Fairs, Mardi Gras, Holiday Festivals, Space Coast Marathon, 5K Runs, Movies in the Park, KBB Trash Bash, and HCVA Car Show.

CRA Staff

- Grants and subsidies should be sought to implement improvements to sub-standard housing within the Heart of Cocoa Neighborhood.

- Prepare grants feasibility study for public infrastructure public projects; streetscapes, park enhancements, and potentially a police sub-station within the CRA.

- Research bond or other financing mechanisms for feasibility of major public facility projects.

- Form public/private development agreements to assemble properties and develop key private business activity centers.

- Develop strategies to rehabilitate and create new living opportunities in the CRA area.

LAND USE PLANNING AND URBAN DESIGN STRATEGIES

City Planning Staff

- Achieve a mix of mutually supportive land uses in a compatible and functionally related arrangement in the downtown area to bring new shoppers to the area.

- Create a waterfront mixed-use center, which reinforces existing activity centers downtown and provides an attractive combination of building masses and open spaces.

- Screen and buffer conflicting large commercial uses close to commercial and residential.

- Utilize existing vacant land as an opportunity for redevelopment, assemble land for redevelopment purposes.

- Residential development, both multi-family and medium to high density should be encouraged in the downtown and low density in the Heart of Cocoa Neighborhood, where appropriate.

- Implement neighborhood planning, especially in the Heart of Cocoa Neighborhood.

- Prepare a corridor plan and guidelines for State Road 520 which addresses land uses, land development regulations, landscape codes, and architectural guidelines.

- Create peripheral City entrance treatments with signage and graphic theme on all direction approaches.

- Working with merchants and merchant associations, seek the reduction of confusion and visual clutter through the control of the size, placement, and related aspects of signage. Implement landscaping and signage codes and storefront guidelines.

- Develop corridor entryway designs within the CRA.

- Prepare a Capital Improvement Program master plan with phasing identified for implementation.

- Continue to proactively enforce City Codes, through the Chapter 6 Property Maintenance Code and the Building/Fire Code.

- Preparation of long-term parking strategies to accommodate existing and long-range development needs in downtown area.

GOVERNMENTAL / ADMINISTRATIVE / PRIVATE SECTOR STRATEGIES

The implementation of the plan for the community redevelopment areas surrounding downtown Cocoa will require the coordinated efforts of the City, the CRA, and local business organizations. These efforts will be coupled with the employment of various organizational, legal, funding, and promotional techniques to successfully implement the plan.

While leadership is a highly-intangible quality, it is the single most important factor for successful implementation of the plan for downtown Cocoa. This leadership must come from both the public and private sectors. Some projects will require considerably more leadership, effort, and collaboration than others because of their difficulty and/or importance to the overall revitalization program. Participation in a particular project will depend upon necessary powers and resources which must be brought to bear on the project for its successful implementation. Key leadership roles must be played by both the City and the Community Redevelopment Agency.

City Council and City Manager

- Provide commitment of public policy for CRA revitalization.

- Buy-in to redevelopment mission.

- Assist in implementation of scheduled projects.

- Commit to making the necessary basic public system improvements to the pedestrian and vehicular circulation systems by working with FDOT to upgrade SR520.

- Provide leadership and support for administrating public development controls and incentives to promote high quality private development; this will include zoning requirements and incentives and coordinated capital improvement programs.

- Continue to promote community revitalization as a fundamental economic development goal and strategy.

Community Redevelopment Agency

The Community Redevelopment Agency's primary leadership role will involve:

- Pursue redevelopment projects, activities and programs consistent with the Redevelopment Plan whether said projects, activities and programs are expressly set forth in the Redevelopment Plan or not so long as the redevelopment activities are consistent with the goals, policies, objectives and strategies set forth in the Redevelopment Plan and do not conflict with the Redevelopment Plan.

- Active and persuasive advocacy and initiation of downtown improvements within the redevelopment plan.

- Leverage its tax increment revenues and seek out grants to undertake community redevelopment activities consistent with the community redevelopment plan.

- Being the critical interface between the public sector and the private sector.

- Providing, on a day-to-day basis, the necessary continuity of effort and momentum to keep the revitalization program moving toward its goal.

- Promoting downtown revitalization and informing the community of its progress.

- Ensuring implementation of scheduled projects.

- Ensure adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

- Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the City deems necessary to effectuate the purposes of F.S. 163.362.

- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the CRA.

Private Sector

- Essential private sector leadership must come from the Community Redevelopment Agency, local banks, real estate, and development entrepreneurs within the community.

- A unified downtown merchant's advertising program, coordinated storefront and signage improvements, downtown promotional activities and festivities and a shopper's parking guide.

- The leadership role of local banks will involve providing financing for private developments. A consortium will be established to provide a revolving loan pool at below market interest rates for certain downtown improvements.

- Private real estate and development leadership must provide necessary entrepreneurial vision and initiative that will create profitable enterprises and an attractive redevelopment of downtown.

COORDINATION BETWEEN COUNCIL / CRA / PRIVATE SECTOR

To have a strong redevelopment program, it is a must to first establish lines of communication between all sectors and facets of the community. The Community Redevelopment Plan starts that relationship, but does not fully develop their roles. First, each of the CRA members must take on a specific area of responsibility which will become one piece of the puzzle in which the redevelopment plan will be implemented. Second, the CRA members must act in a leadership role for each committee to retain their focus. The CRA Chairman will be a member of all committees, as well as the liaison to the City Council on all matters regarding the redevelopment plan. The City Council must support the CRAs activities and provide a strong framework in which the CRA is able to carry out the redevelopment plan. Conflicting agendas between organizations will not assist in the redevelopment process to positively affect Cocoa. The key is communication and working together.

Capital Improvements Plan

COCOA CRA PROJECTS IMPLEMENTATION PLAN

The proposed Cocoa Redevelopment Plan, as amended, contains major projects consisting of public, private, and joint public/private efforts that will take at the entire duration of the CRA for completion. It is critical that the CRA incorporates a sound project implementation strategy when identifying priorities to accomplish the most effective results in terms of addressing the community's needs, while stimulating private sector involvement to obtain a favorable return on the public sector's financial investment. The following implementation strategy sets forth recommendations concerning project priorities, funding sources, and preliminary courses of action for each of the projects. To streamline the process and simplify the presentation, project priorities have been reduced to the ensuing three categories.

- **High Priority Projects:** Those that should be implemented immediately and should be completed within one to three years.
- **Medium Priority Projects:** Those to be completed within three to seven years.
- **Low Priority Projects:** Those that will take seven to 10 or more years.

While these recommendations set the standard for departure from program planning to implementation, it is important that the program is flexible enough to take advantage of unforeseen opportunities such as private sector development initiatives or newly created government programs and funding sources, which may provide additional leverage for tax increment financing. Project numbers coincide with the base map.

The Cost of Redevelopment

The following table contains an estimate of total public costs to the City, the County, the CRA, and other agencies of the City of Cocoa for redevelopment projects/programs and for capital improvements with the Community Redevelopment Area. Cost projections for on-going long term programs are given for a five-year time period only and will be amended accordingly as this plan is continually updated.

Other CRA Projects, Activities and Programs

Although the Redevelopment Plan proposes major projects, this Plan does not identify all CRA redevelopment projects, activities and programs that can be pursued by the CRA in accordance with the powers vested in the CRA by law. The CRA must remain flexible to address new redevelopment projects, activities and programs as opportunities arise. Therefore, this Redevelopment Plan is not intended to limit or prohibit the CRA from performing other redevelopment projects, activities and programs not expressly set forth in this Redevelopment Plan, provided such projects, activities and programs are consistent with the redevelopment goals, policies, objectives and strategies set forth in this Redevelopment Plan, and the powers vested in the CRA by law. Expenditures by the CRA for such projects, activities and programs are permissible to effectuate the implementation of this Redevelopment Plan.

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
A	**WATERFRONT PROJECTS**					
1	**Living Breakwater**			$4,500,000.00	Fund $100,000 for a feasibility analysis. 6 Islands (10-15 ft x 200 lf ea)	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	Low	7-10 Years	**$6,345,000.00**	**TOTAL: 10% Design + 10% Permitting + 21% Inflation based on 5+ years**	
2	**North Mooring Facility + Pump Out vessel & facilities**			$200,000.00	ISS to work w/ATM on approximate cost of Mooring + Pump Out. City has existing info and prepositioning with Agencies. Need to start with re-initiating feasibility. Assumed 20 mooring stations, include sewage pumpout and water taxi landing.	Investigate feasibility of a mooring field fronting the bulkhead of Riverside Park, (consider public/private partnership for subsidizing construction)
3	**Submerged Land Lease Query**				Submerged Land Lease Query	
	Total w Design / Eng, Permit & Contingency	Medium	3-5 years	**$288,000.00**	**TOTAL: 15% Design + 15% Permitting + 14% Inflation based on 3-5 years**	
4	T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction				Assumes floating concrete w/aluminum gangways	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
				$670,000.00		
	Total w Design / Eng, Permit & Contingency	High	1-2 years	**$804,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
5	**Dinghy Dock**	High	1-2 years	**$108,000.00**	Assumes fixed concrete dock. Wood = $56k. Aluminum = $74k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$147,960.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
6	**Day Slips**	High	1-2 Years	$315,000.00	City/CRA has identified a budget and needs to modify the permit because the prior stucture is gone. Assume fixed concrete piers. Wood = $164k. Aluminum = $214k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$415,800.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
7	**New Fishing Pier, East Lee Wenner**			$225,000.00	Assumes 1500 sf. Assumes fixed concrete. Wood = $117k. Aluminum = $153k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$308,250.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
8	**Shoreline Stabilization**			$700,000.00	Number will vary dependent extent of stabilization. Costs from recent CPA project.	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$819,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
	SUBTOTAL Waterfront Projects			**$9,128,010.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
B	**Lee Wenner Park**					
1	**New Civic Center**			$4,200,000.00	Begin by funding feasibility study - need Geotech (added $10-$20/sf for pilings)	CRA Reserves, Cocoa Reserves, and Financing
				$75,000.00	Market Assessment + Feasibility of New Facility	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$5,199,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
2	**Harbor Master Building**	Medium	1-2 Years	$800,000.00	Linked to the Mooring Field and completion of other dock, etc. Begin by funding feasibility / design/engineering	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$1,480,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Lee Wenner Park Renovation**			$700,000.00	Parking, Utilities, Striping, Paving, Stormwater, Trails, Landscape & Irrigation	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Design & Engineering			$175,000.00	15% Design + 10% Permitting	
				$49,000.00	7% Contingency	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$924,000.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
4	**Large Vessell Docking Pier**	Low	7-10 years		Retrofit the former drawbridge causeway with a lower deck to function as a pierfor docking larger overnight passenger vessels	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	SUBTOTAL Lee Wenner Projects			**$7,603,000.00**		
C	**Downtown Park**					
					Future - Playground Renovation, Picnic Pavilions, Surfacing, Landscape & Irrigation, Gateway	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
1	**Taylor Park Renovation**			$250,000.00		
	Total w Design / Eng, Permit & Contingency	Low	5-7 years	**$335,000.00**	**TOTAL: 15% Design + 5% Permitting + 21% Inflation based on 5+ years**	
2	**Promenade Reconstruction**			$400,000.00	FEMA + FIND reimbursement funding is available. Up to $1.7M is avail for Tdock, Dayslips and boardwalk. Demo, Paving, Swings, Landscape & Irrigation, Gateway (25'x600' = 15,000 sf x $25/SF)	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years, Start Now	**$556,000.00**	**TOTAL: 20% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Promenade Overlooks**			$100,000.00	Demo, Decking, Railing, Site Furnishings	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$134,000.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
					After Civic Center Development, Demo Civic Center($12-$15/sf)	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
4	**Porcher House Lawn & Garden**	Medium	3-5 Years	$350,000.00	Garden Pathways, Landscape & Irrigation	
	Total w Design / Eng, Permit & Contingency			**$469,000.00**	**TOTAL: 15% Design + 5% Permitting + 14% Inflation based on 3-5 years**	
5	**Support Building for Amphitheatre**	High	1-2 Years	$360,000.00	Catering Kitchen, Green Room, Restrooms	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency			**$482,400.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
6	**Harrison Street Streetscape**	Low	5-7 Years	$850,000.00	Streetscape Project is in design phase	
	Total w Design / Eng, Permit & Contingency			**$1,088,000.00**	**TOTAL: 5% Design + 2% Permitting + 21% Inflation based on 5+ years The approved updated Waterfront Master Plan identifies this project. This project will enhance the walkability and safety of pedestrian, bicyclists and automobiles as well as much needed Stormwater management.**	**The Capital Cost is the portion being funded by the Cocoa CRA TIF. Split between the Utility Fund, Stormwater Fund and the Cocoa CRA (110) Fund.**
	SUBTOTAL Downtown Park Projects			**$3,064,400.00**		
	GRAND TOTAL all Waterfront Projects			**$19,795,410.00**		
C	**Overall Cocoa CRA**					
	Evaluate Site Design Standards	High	1-2 Years	**$ 100,000**	Determine if current site design standards for each district in the Cocoa CRA are providing the desired form of development and urban design quality envisioned by the community. Develop a regulating plan and standards for site development.	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total Overall Cocoa CRA Projects			**$ 100,000**	See Overall Cocoa CRA recommendations	
D	**US Highway One Corridor**					
1	Evaluate Site Design Standards				Evaluate adequacy of current Site Design Standards; include the US1 corridor in overall RDA evaluation of Site Design Standards	
	(See Overall Cocoa CRA Recommendations)	High	1-2 Years	Fee Included Above		
E	**Uptown District**					
	Industrial and Commercial Property				Initiate a street and sidewalk improvement program	
1	Street and Sidewalk Improvement Program	High	1-2 Years	$200,000		
2	Landscape Standards	High	1-2 Years	$50,000	Enforce landscape standards for industrial & commercial uses	
	Signage Regulations	High	1-2 Years	**N/A**	Enforce Signage Standards Consider provision for mixed-use buildings/projects (small office and retail). Support flex industrial building formats provided that site design standards are adopted	
	Land Use Plan Provisions	High	1-2 Years	**N/A**		
	TOTAL Uptown District Projects			**$250,000.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			**N/A**	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			**N/A**	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			**N/A**		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project** - CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	**N/A**	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
J	**Cocoa Village**					
	Gateways and Signage				Provide clear directions and gateways into the district along the downtown perimeter and within the Village.	**The CRA allocated $100,000 towards the design of the wayfinding project which was completed in FY 2015.**
1	Identify Gateway Locations and Develop Wayfinding Package	High	1-2 Years			
2	6 Forrest Avenue Entrance Feature	High	1-2 Years	$260,000	Develop and install a gateway entry feature at 6 Forrest Avenue to signify entry into Historic Cocoa Village.	
3	Gateways and Signage	High	1-2 Years	$490,000	The Cocoa CRA approved the Waterfront Masterplan, which included funding a Gateway Entry Feature, and funding implementation of the Wayfinding Plan. Total Waterfront Plan costs estimates were $750,000 at that time.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.
	Total Gateways and Signage			**$750,000**		
K	**Streets**					
1	Rosa L. Jones Traffic Circle	Medium	3-5 Years	$1,500,000	Rebuild Rosa L. Jones Blvd. Traffic Circle as a true square with a gateway park	
2	Two Way Street Conversion	Medium	3-5 Years	$2,000,000	Study the feasibility of a traffic signal and two-way access to/from River Edge Blvd. to east and west bound SR 520	
3	Underpass beneath SR 520			$360,000	Currently under construction is a pedestrian connector underpassing Hubert Humphrey Bridge from Lee Wenner Park.	
6	Municipal Parking/Shared Parking Facilities/ On Street Parking	High	1-2 Years	$2,360,000	The construction of new on-street parking spaces within the existing street right of way in Downtown Cocoa Village. Other alternatives included partnering with private developers for provision of public parking spaces.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.Cocoa CRA/City General Fund
7	Street Tree Program	High	1-2 Years	$250,000	Consider a Village-wide street tree program for installing new and replacing failing trees	
8	Streetscape Reconstruction	High	1-2 Years	$750,000	Initiate streetscape reconstruction projects for Brevard and Delannoy, refurbishing the corridors	
	Total Streets			**$7,220,000.00**		
L	***Catalyst Mixed Use Redevelopment Sites***					
1	Former City Hall Site	High	1-2 Years	**N/A**	Currently in post RFP Development Agreement Stage to construct for a mixed use hotel/retail project	Private Sector Project Finacning or P3 Project
2	Bank of America Site	Medium	3-5 Years	**N/A**	Availability of site for development is becoming less constrained and should be pursued for mixed use zoning compliant multi-story development	Private Sector Project Finacning or P3 Project
3	Suntrust Bank Site	Medium	3-5 Years	**N/A**	Continue to support the study of the existing Oleander municipal parking lot as a future site for a parking garage with ground-floor commercial space	Private Sector Project Finacning or P3 Project
	GRAND TOTAL ALL PROJECTS			**$31,815,410.00**		

Sources of Redevelopment Funding and Financing

The following section provides a general review of potential sources of funding for redevelopment programs. In general, a variety of financing options are presently available to the Community Redevelopment Agency and the City of Cocoa. Among these are the following:

Tax Increment Revenues

Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is to be determined annually, is equal to 95% of the difference between: the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area, and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishing the Redevelopment Trust Fund. Both of these amounts are exclusive of debt service millage of the taxing authorities.

The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:

- *The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax for increment tax funds, and;*
- *The provision, by ordinance of the City, for funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.*

Redevelopment Revenue Bonds

The provisions of FS 163.385 allow the City of Cocoa or Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation" of the completed Community Redevelopment Area, the "tax increment", is used to finance the long term bond debt. Prior to the issuance of long term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

Direct Borrowing from the Commercial Lenders

The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the particular project(s) funding requirements, the CRA may utilize both short and long term borrowing. Although terms and conditions may have a direct bearing on use of a particular commercial lending institution, the CRA will generally attempt to attain the lowest available interest rate.

Special Assessment Districts

The City of Cocoa could also establish special assessment districts for the purpose of funding various neighborhood improvements within an area or for the construction of a particular project.

Business Improvement Districts

A business improvement district (BID) is a form of Special Assessment District, where areas are defined within which businesses or property owners pay an additional tax or fee in order to fund improvements within the district's boundaries. Grant funds acquired by the city for special programs and/or incentives

such as tax abatements can be made available to assist businesses or to recruit new business. BIDs may go by other names, such as business improvement area (BIA), business revitalization zone (BRZ), community improvement district (CID), special services area (SSA), or special improvement district (SID).

Florida Inland Navigation District (FIND)

The Florida Inland Navigation District (FIND) is a special State taxing district for the continued management and maintenance of the Atlantic Intracoastal Waterway (ICW), commonly referred to as M-95 marine highway. FIND grants funds for Waterway related projects that are be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, mooring fields, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. The City/CRA has received funding through FIND for the engineering, permitting, and construction of day slips, T docks, riverfront connector, and emergency reconstruction.

Florida Fish and Wildlife Conservation (FWC)

FWC has grant programs to enhance boating access and other boating-related activities from the Florida Boating Improvement Program (FBIP), funding for transient tie-up facilities for boats 26' or longer from the Boating Infrastructure Grant Program (BigP), assistance for removal of derelict vessels from the Derelict Vessels Removal Grant Program and other boating-related grant programs.

Other Marine related Grant Programs

Grant programs to fund aids to navigation, and other projects to enhance recreational boating in Florida as follows:

- Related Grant Programs External Website
- Clean Marina Program - DEP
- Coastal Partnership Initiative
- Florida Communities Trust - DEP
- Florida Recreation Development Assistance Program - DEP
- Greenways and Trails - DEP
- Stan Mayfield Working Waterfronts Program
- Waterfronts Florida Program - DEO
- Clean Vessel Act Grants – DEP

Federal Emergency Management Agency (FEMA)

For reconstruction purposes only, FEMA may provide disaster assistance to communities, whose public infrastructure has been damaged or destroyed as a result of a federally-declared disaster, and whose losses are not covered by insurance. It is meant to help with critical expenses that cannot be covered in other ways.

The New Markets Tax Credit
The New Markets Tax Credit program, or NMTC, attracts investment for real estate projects, community facilities, and operating businesses. New Markets Tax Credits are federal income tax credits used to encourage private investment in low-income communities around the United States, and may or may not be available in certain portions of the CRA.

Federal and State Housing Grants
Annually, the City receives Community Development Block Grant (CDBG) HOME Investment Partnership Program (HOME) and State Housing Initiatives Partnership (SHIP) Program funds. HOME and SHIP funds are restricted to housing repair or replacement and homeownership assistance. CDBG funds are committed to demolition of substandard housing units, housing rehab assistance, and public service agencies within the City, however most of the funds are expended within the City's low income target area, which includes much of the CRA. Over 80% of the total funds expended have been for the benefit of low and moderate income of residents.

Land Sales / Leases
The resale or leasing of such land to private developers can provide another source of income within the Community Redevelopment Area.

Contributions and Grants
Voluntary contributions by private companies, foundations and individuals are a potential source of income to the Community Redevelopment Agency under provisions of FS 163. Although such contributions may only account for a small portion of redevelopment costs, they do provide opportunities for community participation with positive promotional benefits.

Safe Neighborhoods Act – Chapter 163.502 FS
Neighborhood Improvement Districts created pursuant to the Act may request a planning grant from the state's Safe Neighborhood Trust Fund on a 100% matching basis. The district may also authorize to levy an ad valorem tax of up to two mills annually on real and personal property.

Revenue Projections

The accompanying table provides a twenty-three (23) year projection of tax increment based revenues into the Redevelopment Trust Fund. This Fund is the depository for all TIF revenues generated within the Community Redevelopment Area. Based on estimates of the current property valuations, millage rates and assuming a conservative annual increase of 1.75% in tax increment value, it is estimated, not including new construction, that the total tax increment revenue will reach approximately $1.4 million over the next five (5) years. New construction and private redevelopment projects will enhance taxable values that could generate up to $3 million by the year 2041. This estimate is believed to be conservative since it does not include revenues specifically generated by the redevelopment projects described in this plan. These projects will increase the total tax increment as they are completed and entered on the tax rolls.

The CRA continues to expand its redevelopment efforts into the surrounding community. Starting with just a few projects, the CRA has increased its activities to include over two dozen projects and programs. It must be noted, however, that this increased commitment is not without costs. Consequently, the CRA's overall program has outgrown the limited funding provided by TIF revenues. To continue its redevelopment effort and provide adequate funding for its various projects and programs, the agency must now turn to long-term borrowing, public-private partnerships, and possibly public-public-private partnerships. As previously mentioned, leveraging TIF revenues with grant opportunities will lower capital contributions on the CRA and avail those resources to facilitate private capital investment. Since property values will inevitably increase as a result of its activities, this method of financing the CRA redevelopment effort can also be looked upon as an investment in future TIF revenues.

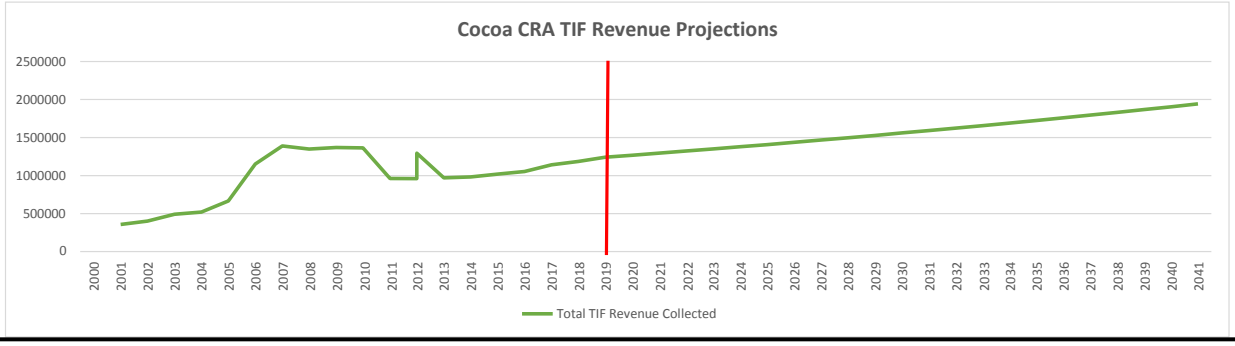
Tax Increment Revenue Projections - Cocoa CRA

Fiscal Year	CRA Taxable Value	Less Base Value (1981)	Total Taxable Value Subject to TIF (Tax Increment)	Total TIF Revenue	TIF Collectible Percentage	Total TIF Revenue Collected	Brevard County General Fund	District IV Rec	City of Cocoa
2000		$ 26,410,420			95%		0.00417810	0.00063640	0.00413210
2001	$ 68,902,380	$ 26,410,420	$ 42,491,960	$ 376,432	95%	$ 357,610.42	0.00410420	0.00062260	0.00413210
2002	$ 71,970,090	$ 26,410,420	$ 45,559,670	$ 422,621	95%	$ 401,489.58	0.00423030	0.00063910	0.00440680
2003	$ 81,250,510	$ 26,410,420	$ 54,840,090	$ 516,731	95%	$ 490,894.21	0.00449500	0.00052070	0.00440680
2004	$ 86,860,600	$ 26,410,420	$ 60,450,180	$ 545,579	95%	$ 518,300.24	0.00443440	0.00006207	0.00452880
2005	$ 102,144,720	$ 26,410,420	$ 75,734,300	$ 700,421	95%	$ 665,400.05	0.00412780	0.00059180	0.00452880
2006	$ 162,015,780	$ 26,410,420	$ 135,605,360	$ 1,211,864	95%	$ 1,151,271.20	0.00362490	0.00050920	0.00480260
2007	$ 191,600,060	$ 26,410,420	$ 165,189,640	$ 1,463,052	95%	$ 1,389,899.02	0.00385580	0.00043050	0.00457050
2008	$ 192,812,760	$ 26,410,420	$ 166,402,340	$ 1,419,046	95%	$ 1,348,093.58	0.00364400	0.00039470	0.00448910
2009	$ 179,097,160	$ 26,410,420	$ 152,686,740	$ 1,441,638	95%	$ 1,369,555.78	0.00371930	0.00037250	0.00535000
2010	$ 157,482,170	$ 26,410,420	$ 131,071,750	$ 1,436,179	95%	$ 1,364,370.41	0.00490630	0.00046960	0.00558130
2011	$ 131,306,380	$ 26,410,420	$ 104,895,960	$ 1,012,257	95%	$ 961,643.68	0.00427170	0.00041220	0.00496620
2012	$ 118,552,750	$ 26,410,420	$ 92,142,330	$ 1,009,622	95%	$ 959,140.84	0.00490630	0.00046960	0.00558130
2013	$ 116,259,430	$ 26,410,420	$ 89,849,010	$ 1,020,415	95%	$ 969,394.45	0.00490630	0.00046960	0.00598110
2014	$ 118,193,900	$ 26,410,420	$ 91,783,480	$ 1,033,822	95%	$ 982,130.50	0.00482390	0.00045870	0.00598110
2015	$ 122,092,370	$ 26,410,420	$ 95,681,950	$ 1,072,681	95%	$ 1,019,046.73	0.00468140	0.00055050	0.00597900
2016	$ 125,796,180	$ 26,410,420	$ 99,385,760	$ 1,108,827	95%	$ 1,053,385.69	0.00454970	0.00062810	0.00597900
2017	$ 135,052,692	$ 26,410,420	$ 108,642,272	$ 1,201,812	95%	$ 1,141,721.09	0.00436310	0.00072000	0.00597900
2018	$ 141,518,117	$ 26,410,420	$ 115,107,697	$ 1,248,389	95%	$ 1,185,969.57	0.00415500	0.00071140	0.00597900
2019	$ 149,354,167	$ 26,410,420	$ 122,943,747	$ 1,307,630	95%	$ 1,242,248.21	0.00394560	0.00071140	0.00597900
2020	$ 151,967,865	$ 26,410,420	$ 125,557,445	$ 1,335,429	95%	$ 1,268,657.53	0.00394560	0.00071140	0.00597900
2012	$ 154,627,303	$ 26,410,420	$ 128,216,883	$ 1,363,715	95%	$ 1,295,529.02	0.00394560	0.00071140	0.00597900
2022	$ 157,333,280	$ 26,410,420	$ 130,922,860	$ 1,392,496	95%	$ 1,322,870.77	0.00394560	0.00071140	0.00597900
2023	$ 160,086,613	$ 26,410,420	$ 133,676,193	$ 1,421,780	95%	$ 1,350,690.99	0.00394560	0.00071140	0.00597900
2024	$ 162,888,128	$ 26,410,420	$ 136,477,708	$ 1,451,577	95%	$ 1,378,998.06	0.00394560	0.00071140	0.00597900
2025	$ 165,738,671	$ 26,410,420	$ 139,328,251	$ 1,481,895	95%	$ 1,407,800.51	0.00394560	0.00071140	0.00597900
2026	$ 168,639,097	$ 26,410,420	$ 142,228,677	$ 1,512,744	95%	$ 1,437,107.00	0.00394560	0.00071140	0.00597900
2027	$ 171,590,282	$ 26,410,420	$ 145,179,862	$ 1,544,133	95%	$ 1,466,926.36	0.00394560	0.00071140	0.00597900
2028	$ 174,593,112	$ 26,410,420	$ 148,182,692	$ 1,576,071	95%	$ 1,497,267.55	0.00394560	0.00071140	0.00597900
2029	$ 177,648,491	$ 26,410,420	$ 151,238,071	$ 1,608,568	95%	$ 1,528,139.72	0.00394560	0.00071140	0.00597900
2030	$ 180,757,340	$ 26,410,420	$ 154,346,920	$ 1,641,634	95%	$ 1,559,552.15	0.00394560	0.00071140	0.00597900
2031	$ 183,920,593	$ 26,410,420	$ 157,510,173	$ 1,675,278	95%	$ 1,591,514.29	0.00394560	0.00071140	0.00597900
2032	$ 187,139,203	$ 26,410,420	$ 160,728,783	$ 1,709,511	95%	$ 1,624,035.77	0.00394560	0.00071140	0.00597900
2033	$ 190,414,140	$ 26,410,420	$ 164,003,720	$ 1,744,344	95%	$ 1,657,126.38	0.00394560	0.00071140	0.00597900
2034	$ 193,746,387	$ 26,410,420	$ 167,335,967	$ 1,779,785	95%	$ 1,690,796.08	0.00394560	0.00071140	0.00597900
2035	$ 197,136,949	$ 26,410,420	$ 170,726,529	$ 1,815,847	95%	$ 1,725,054.99	0.00394560	0.00071140	0.00597900
2036	$ 200,586,845	$ 26,410,420	$ 174,176,425	$ 1,852,540	95%	$ 1,759,913.44	0.00394560	0.00071140	0.00597900
2037	$ 204,097,115	$ 26,410,420	$ 177,686,695	$ 1,889,876	95%	$ 1,795,381.91	0.00394560	0.00071140	0.00597900
2038	$ 207,668,815	$ 26,410,420	$ 181,258,395	$ 1,927,864	95%	$ 1,831,471.07	0.00394560	0.00071140	0.00597900
2039	$ 211,303,019	$ 26,410,420	$ 184,892,599	$ 1,966,518	95%	$ 1,868,191.80	0.00394560	0.00071140	0.00597900
2040	$ 215,000,822	$ 26,410,420	$ 188,590,402	$ 2,005,848	95%	$ 1,905,555.14	0.00394560	0.00071140	0.00597900
2041	$ 218,763,336	$ 26,410,420	$ 192,352,916	$ 2,045,866	95%	$ 1,943,572.34	0.00394560	0.00071140	0.00597900

Note:

1.75% Projected Increment Increase post 2019

Assumed Millage Rates remain at current rate (2019-2041)



Five Year Redevelopment Program and Funding Allocations

This section of the Community Redevelopment Plan provides a ten-year funding program for the Planning, Redevelopment, and Community Improvement programs and projects which are identified within the Plan.

The accompanying table lists estimated project-specific net funding allocations for each CRA project. This table is for planning purposes only and is not a guarantee of expenditure of funds on a given project. Actual project allocations will be determined annually through the budget process. As priorities change, projects are deleted or new projects or programs are created, this table will be amended. It is intended that this process occur at least once annually, after adoption of the budget.

PROJECT COSTS AND TIMELINE

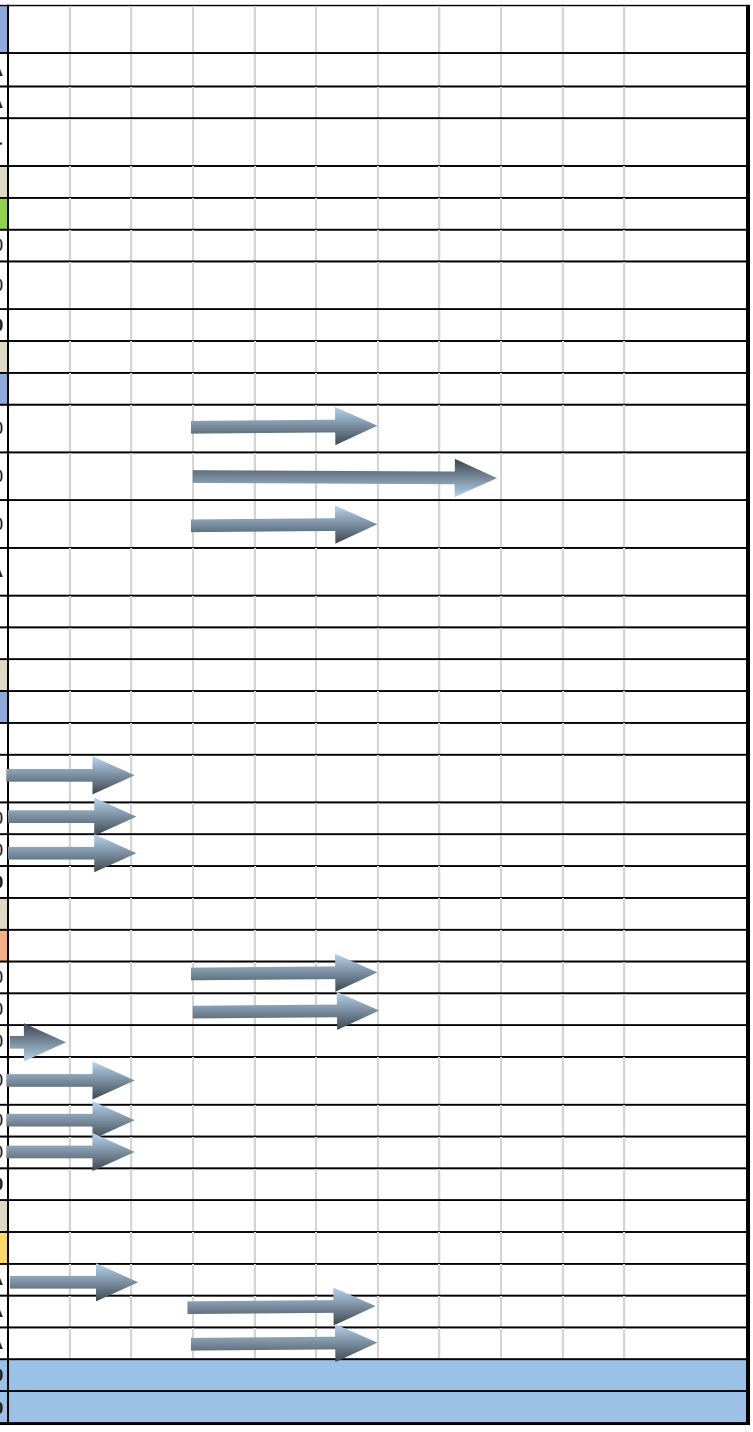
Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & facilities**	$ 200,000				→	→	→					
A3	**Submerged Land Lease Query**												
	Total w Design / Eng, Permit & Contingency	**$ 288,000**											
A4	T Dock w ith 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

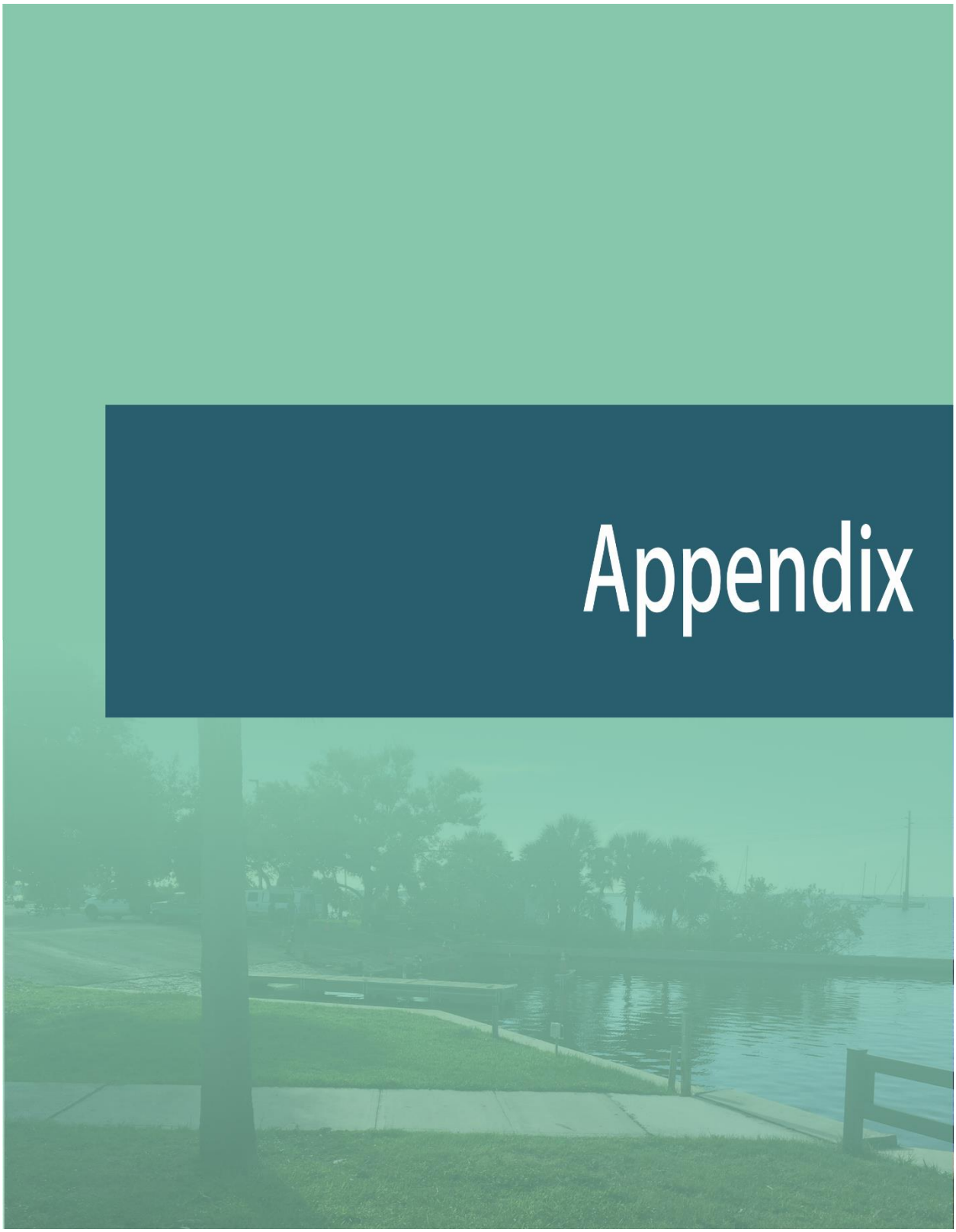
C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
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 Sidew alk Improvement Program	$	200,000
E2	Landscape Standards	$	50,000
E3	Signage Regulations		**N/A**
E4	Land Use Plan Provisions		**N/A**
	Uptown Residential Opportunity		
	TOTAL Uptown District Projects	**$**	**250,000**
F	**The Heart of Cocoa**		
	Workforce Housing and Community Development		
F1	Comprehensive Investment Strategy		**N/A**
	Public Parks and Infrastructure		
F2	Catalyst Park Site	**$**	**950,000**
	Total Heart of Cocoa CRA Projects	**$**	**950,000**

PROJECT COSTS AND TIMELINE continued

G	**Waterfront Neighborhood Infill Development**		
1	Single Family Infill	**N/A**	
2	Multi-Family Infill	**N/A**	
	Total Waterfront Neighborhood Infill Projects	**$ -**	
H	**South of Cocoa Village**		
H1	Residential Infill Node	$ 75,000	
H2	Major Mixed Use Node (Rockledge/Cocoa City Line)	$ 100,000	
	Total South of Cocoa Village Projects	**$ 175,000**	
I	**State Road 520 Corridor**		
I 1	King Street and Willard Street Improvements Option A	$ 975,000	
I 2	King Street and Willard Street Improvements Option B	$ 8,550,000	
I 3	Improve Intersections at King/Brevard & Willard/Brevard Streets	$ 1,600,000	
I 4	Promote Vehicular Cross Access from King or Willard Streets	**N/A**	
	Total SR520 Corridor Projects-Option A	**$ 2,575,000**	
	Total SR520 Corridor Projects-Option B	**$ 10,150,000**	
J	**Cocoa Village**		
	Gateways and Signage		
J1	Identify Gateway Locations and Develop Wayfinding Package		
J2	6 Forrest Avenue Entrance Feature	$ 260,000	
J3	Gateways and Signage	$ 490,000	
	Total Gateways and Signage	**$ 750,000**	
K	**Streets**		
K1	Rosa L. Jones Traffic Circle	$ 1,500,000	
K2	Two Way Street Conversion	$ 2,000,000	
K4	Underpass beneath SR 520	$ 360,000	
K6	Municipal Parking/Shared Parking Facilities/ On Street Parking	$ 2,360,000	
K7	Street Tree Program	$ 250,000	
K8	Streetscape Reconstruction	$ 750,000	
	Total Streets	**$ 7,220,000**	
L	***Catalyst Mixed Use Redevelopment Sites***		
L1	Former City Hall Site	**N/A**	
L2	Bank of America Site	**N/A**	
L3	Suntrust Bank Site	**N/A**	
	GRAND TOTAL ALL PROJECTS Option A	**$ 31,815,410**	
	GRAND TOTAL ALL PROJECTS Option B	**$ 39,390,410**	



APPENDIX



CFN 2018002912, OR BK 8063 PAGE 1885.
Recorded 01/04/2018 at 04:43 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:20

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

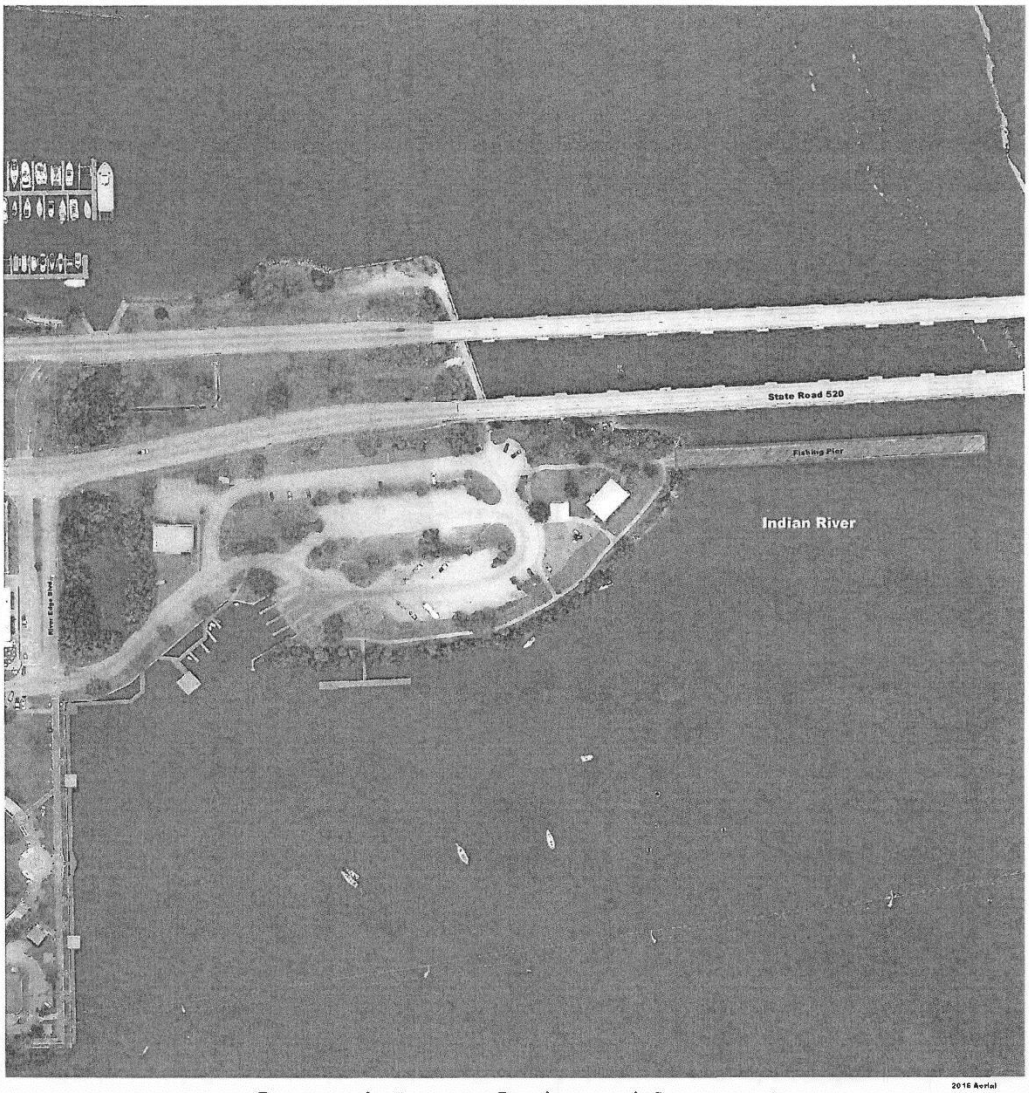
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



0 50 100 200 Feet

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

Deed Recorded 1/4/18

4

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25th **day of** July**, 2017, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").**

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have commitued to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in "EXHIBIT A." ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. **Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. **Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its 11/14, 2017 regular meeting.

ATTEST:

SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2996, Page 2876:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated [illegible] attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
By:
Curt Smith, Chairman
As approved by the Board 7/25/17.

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

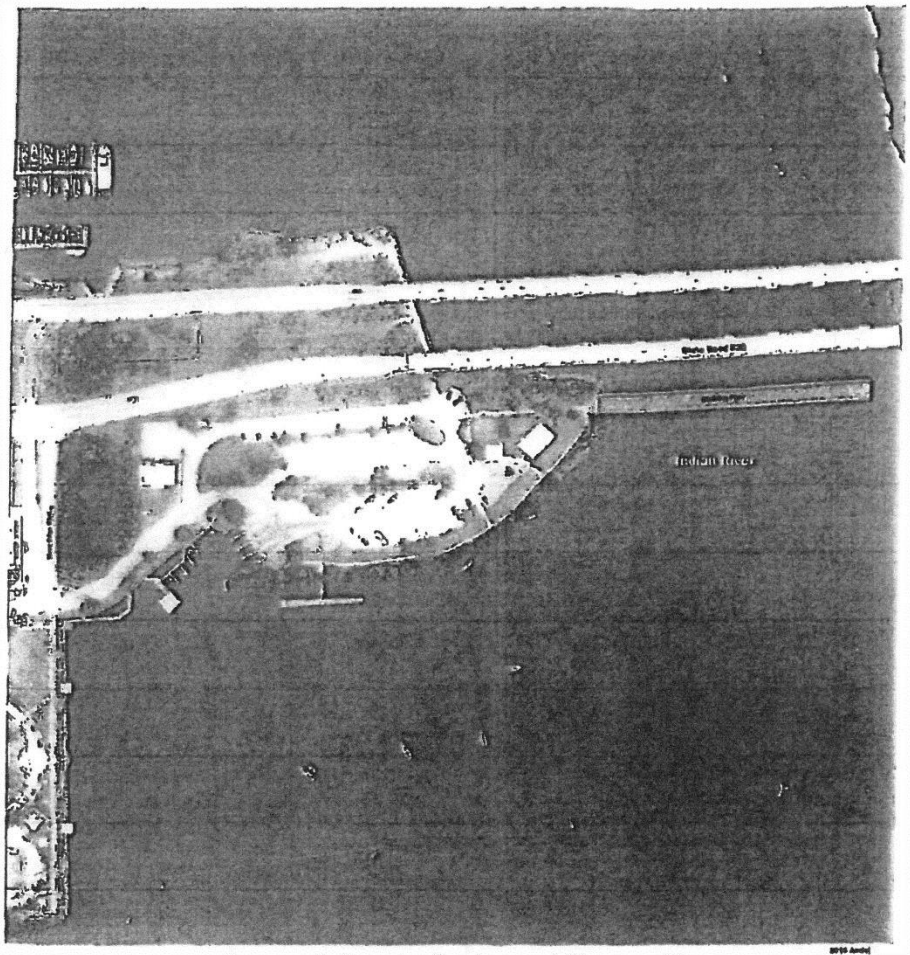
EXHIBIT "B2" TO THE COUNTY DEED



"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376;

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

Legislation Details (With Text)

File #:	18-384	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	8/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approve the reduction of the current Code Enforcement lien for the property located at 2228 Salem Drive from $34,250.00 to $3,425.00 as recommended by Staff, so related City expenses and Staff time are reimbursed. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application and Cost Sheet Cost Sheet for 2228 Salem Dr				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2018
Agenda Date: October 10, 2018
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the reduction of the current Code Enforcement lien for the property located at 2228 Salem Drive from $34,250.00 to $3,425.00 as recommended by Staff, so related City expenses and Staff time are reimbursed.

BACKGROUND:

CASE# 17-383

The Code Enforcement Board held a public hearing on August 17, 2017, at which time the Board found the owner, Rcm Fund 1 Owner Llc, in violation of the following:

6-900 (b) (1) a-d junk/debris & 6-900 (b) (11) outside storage
6-1002 (b) pool and spas (Enclosure requirements / safety)
6-1001 (g) accessory structures (Fence)

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $125.00 per day from August 20, 2017 until compliance was achieved and documented on May 21, 2018. The lien is $34,250.00 and the current owner, Rcm Fund 1 Owner Llc, is requesting that the lien be reduced to $3,000.00.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? The Lien Reduction Application states that the property owner did not own the property. However, after verifying with Brevard County Property Appraiser, the property owner has owned the property since February 2017. The Code Board was aware that the current property was the property owner at the time of the violations.

- Whether the owner made attempts to correct the violation(s); Yes

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for 224 days and the total amount of the lien is 34,250.00.

- The current market value of the subject property? The current market value is $104,780 according the Brevard County Property Appraiser.

Based on the above factors, staff recommended to the Code Board to reduce the lien to 10 percent of the lien, which is $3,425.00. However, the Code Enforcement Board's recommendation was to reduce the lien to $3,000.00.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on August 16, 2018, recommended that the lien be reduced to $3,000.00.

On September 11, 2018, City Council requested this item be tabled so that Staff could provide additional information.

RECOMMENDED MOTION:

Approve the reduction of the current Code Enforcement lien for the property located at 2228 Salem Drive from $34,250.00 to $3,425.00 as recommended by Staff, so related City expenses and Staff time are reimbursed.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
February 15, 2018

LIEN REDUCTION REQUEST FOR
2228 Salem

CASE# 17-383

The Code Enforcement Board held a public hearing on **August 17, 2017**, at which time the Board found the owner, **Rcm Fund 1 Owner Llc**, in violation of the following:

6-900 (b) (1) a-d junk/debris & 6-900 (b) (11) outside storage
6-1002 (b) pool and spas (Enclosure requirements / safety)
6-1001 (g) accessory structures (Fence)

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$125.00** per day from **August 20, 2017** until compliance was achieved and documented on **May 21, 2018.** The lien is **$34,250.00** and the current owner, **Rcm Fund 1 Owner Llc**, is requesting that the lien be reduced to **$3000.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **No**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **224 days** and the total amount of the lien is **34,250.00.**
- The current market value of the subject property? The current market value is **$104,780** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$3,000.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-383 Date: 4/9/2018

Property Owner: Rcm Fund 1 Owner Llc

Site Address: 2228 Salem Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	7	0.25	$25.16	$44.03
2	Code Manager	2	0.25	$38.64	$19.32
3					
				Total A1	$63.35

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	5	0.25	25.16	$125.80
2	Code Manager	6	0.25	38.64	$231.84
3					
				Total A2	$357.64

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15.25	$26.16	$398.94
2	City Attorney	Case Duties	6	$150.00	$900.00
3	Chief	Board Hearings	8.75	$59.81	$523.34
4					
5					
				Total A3	$1,822.28

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	637	$0.25	$159.25
2	Large Envelope	39	$0.64	$24.96
3	Standard Envelope	7	$0.08	$0.56
4	Color Photo Prints	25	$0.45	$11.25
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$228.84

C. Total Amount of Cost (A1+A2+A3+B): **$2,472.11**

Application # CE - 17 - 383

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received
RECEIVED
JUL 16 2018
BY:

Stamp Only When Application is Fully Complete

1. **Date:** 7/13/18

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Greenfield Law Group, PA

Name: Steven B. Greenfield, Esq

Mailing Address: 6111 Broken Sound Pkwy NW Suite 350

City: Boca Raton State: FL Zip Code: 33487

Phone #: 561-922-5361 Fax #: 888-358-7268

Mobile #: n/a E-mail: smorales@Florida-Legal

3. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Residential Capital Management Fund 1 LP

Name: Same as Above

Mailing Address: 3525 Piedmont Rd, Building 7, Suite 700

City: Atlanta State: GA Zip Code: 30305

Phone #: 561-922-5361 Fax #: 888-358-7268

Mobile #: n/a E-mail: smorales@Florida-Legal.net

4. **Information for property on which lien occurs:**

Street Address and Location: 2228 Salem Drive, Cocoa, FL 32926

Parcel ID:

2 4 - 3 6 - 1 9 - 2 5 - 1 2 1 3 . - . .

Tax Account Number:

2 4 1 5 2 7 7

Existing Use(s) on Property: unknown

Proposed Use(s) on Property: unknown

(If residential – (circle one) **owner occupied** or (**rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): Accumulation of Trash and Litter, Pool Maintenance and Enclosure

Date Fine or Lien Imposed: 8/20/17 Amount of Fine: $125 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 5/21/18

5. **Please provide the following information:**

Code enforcement case number: 17-383

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 213

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) Unknown

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) Unknown

The factual basis upon which the application for reduction of the lien should be granted:
The property is currently in compliance. Our client has put approximately $42,246.41 into this property to rehab and bring the same up to code. See Expenditures attached.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Unknown

Amount you are requesting that the lien be reduced to: $3,000 (inclusive of admin costs)

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See Expenditures attached.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

Unknown

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. N/A **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Palm Beach. I, Steven Greenfield being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☑ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced

MELISSA SCHWALBE
MY COMMISSION # GG010027
EXPIRES November 16, 2018
(407) 398-0153 FloridaNotaryService.com

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Palm Beach

Sworn and subscribed to before me this 13th day of July, 20 18

AUTHORIZATION

Date: May ____, 2018

Property Owner: Residential Capital Management Fund 1, LP

Property Address: 2228 Salem Drive, Cocoa, FL 32926

To whom it may concern,

Please be advised that I am the agent of the above referenced property and hereby authorize Steven B. Greenfield, Esq. and/or Greenfield Law Group, P.A. to represent us in this matter. I constitute and appoint him as our true and lawful attorney in our name, place or stead, to execute any and all documents on our behalf pertaining to obtaining a settlement/fine reduction for all code citations/liens against the above-referenced property.

Dated this 31 day of May, 2018.

Brittney Curry
Signature

Brittney Curry
Print Name

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 31ST day of May, 2018, by Brittney Curry of **Residential Capital Management Fund 1, LP.**, who is personally known to me or who has produced _____ as identification.

DEBORAH T. GREENE NOTARY PUBLIC (SEAL) COBB COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 07, 2022

Deborah T. Greene
Notary Signature

Deborah T. Greene
Printed Notary Signature

My Commission Expires: 4/7/22

AMERITRUST
RESIDENTIAL SERVICES

Estimate

Date	Estimate #
5/25/2017	

Estimated Age of Roof:	7yrs
Age of HVAC:	13 yrs
Age of Water Heater:	10 yrs

Property Address		
2228 Salem Dr Cocoa FL, 32926	Lockbox:	3525
	Gas:	no
	Water:	no
	Power:	no

**BIDS ARE VALID FOR 30 DAYS

Description	Quantity	Total
General		
Paint Interior Walls, Ceilings, Doors and Trim (Conditioned House SF)	1,355	$1,693.75
Replace Light Bulbs (EA)	24	$56.40
(Electric System)	1	$3,891.51
Replace Water Heater: Gas - 40 gal with Expansion Tank (EA)	1	$873.86
Trash Out includes labor & Dumpster 30 cu yd (EA)	2	$1,000.00
Whole House Final Clean (House SF)	1	$0.19
Exterior	-	
Replace Damaged Soffit/Fascia (LF)	20	$65.60
Vinyl Siding (SF)	10	$19.80
Powerwash Exterior Walls (House SF)	1,885	$188.50
Powerwash Driveway, Garage, Patio (SF)	1,000	$230.00
Paint Exterior Walls, Trim, and Doors (House SF)	1,885	$1,771.90
Replace Front Entry Fan Lite Door (EA)	1	$395.13
Replace Exterior Swing Door without Sidelites (EA)	1	$395.13
Remove Storm Door, Patch as Needed (EA)	1	$25.00
Black Wall Mount Small Outdoor Lantern(Garage/Rear Patio) (EA)	2	$75.28
Flush Mount Outdoor Black Lamp (EA)	-	
Double flood light (EA)	1	$39.72
Replace Doorbell & Chime (EA)	1	$57.10
Install Screen for Pool Enclosure (SF)	455	$459.55
Pool Shock and Cleaning (includes inspection of filter system) (EA)	1	$351.43
Install New Pool Filter Cartridge (EA)	1	$105.67
Install Pool Filter System (EA)	1	$626.90
Install Pool Pump (EA)	1	$597.96
Fence Gate (EA)	2	$176.60
Wood Fence (LF)	90	$1,439.10
Landscaping: Basic Package	1	$500.00
Inspect Irrigation, Set Timer, Check Valves and Replace up to 5 Heads (EA)	3	$401.94
Sod Installation (SF)	3,411	$1,466.73
**NOTE rebuild damaged and tore down frame for pool screen enclosure	-	$300.00
**NOTE resurface pool, turtle living in it	-	$4,000.00
**NOTE replace skylight	-	$300.00
Garage	-	
Paint Interior Walls, Ceilings, Doors and Trim (Room SF)	530	$662.50
Install Blinds White 1" (EA)	1	$32.49
Install Window Screens (EA)	1	$37.60
Adjust Window (EA)	1	$15.00
Install Garage Door Opener with 2 remotes (EA)	1	$321.21
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	4	$39.44
Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01

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Replace Switch and Switch Cover (EA)	1	$9.39
White 2-Light Flushmount (EA)	2	$70.68
Replace Exterior Swing Door w/ out sidelight (EA)	1	$395.13
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Drywall Repair (Per Patch)	3	$56.97
**NOTE install new weather strip on double garage door and adjust rollers	-	$125.00
**NOTE remove homeowner built room, added electric and repair drywall	-	$500.00
Foyer	-	
Prime Interior Walls (Room SF)	44	$30.36
Steam Clean Tile Floor and Grout (SF)	44	$16.28
Install Base Moulding (LF)	3	$6.69
Replace Switch and Switch Cover (EA)	3	$28.17
Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Install New HVAC Register (EA)	2	$52.04
Repair Closet Shelving (EA)	1	$20.50
Drywall Repair(Per Patch)	6	$113.94
**NOTE remove old security stem from closet	-	$50.00
Family RM	-	
Prime Interior Walls (Room SF)	357	$246.33
Steam Clean Tile Floor and Grout (SF)	350	$129.50
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	60	$226.20
Install Blinds White 1" (EA)	3	$97.47
Install Window Screens (EA)	1	$37.60
Adjust Window (EA)	1	$15.00
Install Base Moulding (LF)	42	$93.66
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	7	$69.02
Replace Switch and Switch Cover (EA)	1	$9.39
Ceiling Fan 42" with light kit (EA)	1	$139.67
Install New HVAC Register (EA)	2	$52.04
Drywall Repair(Per Patch)	5	$94.95
Dining RM	-	
N/A	-	
Breakfast RM	-	
Prime Interior Walls (Room SF)	169	$116.61
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	187	$704.99
Install Base Moulding (LF)	40	$89.20
Install Vertical Blinds (EA)	3	$203.73
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	3	$29.58
Replace Switch and Switch Cover (EA)	3	$28.17
Bronze 5-Light Chandelier (EA)	1	$97.62
Install New HVAC Register (EA)	1	$26.02
Drywall Repair(Per Patch)	4	$75.96
**NOTE replace casing around door to patio	-	$50.00
Kitchen	-	
Prime Interior Walls (Room SF)	140	$96.60
Remove / Install Tile: Ceramic Tile (18" x 18") (SF)	155	$584.35
Install Blinds White 1" (EA)	1	$32.49
Install Window Screens (EA)	1	$37.60
Replace Outlet and Outlet Cover (EA)	6	$59.16
Replace Switch and Switch Cover (EA)	2	$18.78
4 ft. Wraparound Fluorescent Ceiling Fixture (EA)	1	$64.91
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Install New HVAC Register (EA)	1	$26.02

Kitchen Counter Top: Granite (SF)	65	$2,247.05
Replace/Install Kitchen faucet (Upgrade) (EA)	1	$184.83
Install braided supply lines (EA)	3	$36.96
Install shut off valve (EA)	3	$60.15
Install Garbage Disposal (EA)	1	$169.76
Kitchen Sink: Undermount For Granite (Includes PVC drain line) (EA)	1	$387.30
Install Fire Extinguisher under Kitchen Sink Cabinet (EA)	1	$36.90
Replace Refrigerator: Black	1	$595.85
Install Refrigerator	1	$13.51
Replace Slide In: Gas - Black 30"	1	$1,116.50
Install Gas Slide In	1	$48.66
Replace Dishwasher - Black	1	$306.61
Install Dishwasher	1	$81.10
Replace Venthood - Black - 30"	1	$39.34
Install Venthood	1	$48.66
Delivery Charge For Appliances - 1 per house	1	$50.00
Drywall Repair(Per Patch)	2	$37.98
**NOTE replace toekick, repair one base door, reinstall skins and end panel	-	$150.00
Laundry RM	-	
N/A	-	
Formal Living RM	-	
N/A	-	
Hallway	-	
Prime Interior Walls (Room SF)	51	$35.19
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	75	$282.75
Shoe Moulding (LF)	40	$54.80
Install Hardwired Smoke/CO Detector (EA)	1	$68.48
Replace Outlet and Outlet Cover (EA)	1	$9.86
Replace Switch and Switch Cover (EA)	2	$18.78
Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Drywall Repair(Per Patch)	5	$94.95
Bedrooms	-	
Master - Prime Interior Walls (Room SF)	250	$172.50
Master - Remove Existing and Install Carpet & Pad (SF)	230	$370.30
Master - Steam Clean Tile Floor and Grout (SF)	75	$27.75
Master - Install Base Moulding (LF)	45	$100.35
Master - Install Blinds White 1" (EA)	3	$97.47
Master - Install Window Screens (EA)	3	$112.80
Master - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Master - Replace Outlet and Outlet Cover (EA)	6	$59.16
Master - Replace Switch and Switch Cover (EA)	2	$18.78
Master - Ceiling Fan 52" with light kit (EA)	1	$168.60
Master - Replace Interior Door & Hardware (EA)	1	$160.86
Master - Bi-fold Doors up to 48". Includes Hardware (EA)	2	$161.90
Master - Adjust Door (EA)	1	$18.00

Master - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Master - Install New HVAC Register (EA)	1	$26.02
Master - Drywall Repair (Per Patch)	14	$265.86
Master - Hang Drywall (SF)	320	$390.40
**NOTE remove paneling in back room.	-	$200.00
Guest Bed 1 - Prime Interior Walls (Room SF)	137	$94.53
Guest Bed 1 - Remove Existing and Install Carpet & Pad (SF)	165	$265.65
Guest Bed 1 - Install Blinds White 1" (EA)	2	$64.98
Guest Bed 1 - Install Window Screens (EA)	2	$75.20
Guest Bed 1 - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Guest Bed 1 - Replace Outlet and Outlet Cover (EA)	3	$29.58
Guest Bed 1 - Replace Switch and Switch Cover (EA)	1	$9.39
Guest Bed 1 - Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Guest Bed 1 - Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bed 1 - Bi-fold Doors up to 48". Includes Hardware (EA)	1	$80.95
Guest Bed 1 - Install New HVAC Register (EA)	1	$26.02
Guest Bed 1 - Closet Shelving Repair (LS)	1	$20.50
Guest Bed 1 - Drywall Repair (Per Patch)	4	$75.96
Guest Bed 2 - Prime Interior Walls (Room SF)	130	$89.70
Guest Bed 2 - Remove Existing and Install Carpet & Pad (SF)	155	$249.55
Guest Bed 2 - Install Blinds White 1" (EA)	1	$32.49
Guest Bed 2 - Install Window Screens (EA)	1	$37.60
Guest Bed 2 - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Guest Bed 2 - Replace Outlet and Outlet Cover (EA)	3	$29.58
Guest Bed 2 - Replace Switch and Switch Cover (EA)	1	$9.39
Guest Bed 2 - Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Guest Bed 2 - Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bed 2 - Bi-fold Doors up to 48". Includes Hardware (EA)	1	$80.95
Guest Bed 2 - Install New HVAC Register (EA)	1	$26.02
Guest Bed 2 - Closet Shelving Repair (LS)	1	$20.50
Guest Bed 2 - Drywall Repair (Per Patch)	15	$284.85
Bathrooms	-	
Master - Prime Interior Walls (Room SF)	38	$26.22
Master - Steam Clean Tile Floor and Grout (SF)	1	$0.37
Master - Install Blinds White 1" (EA)	1	$32.49
Master - Install Window Screens (EA)	1	$37.60
Master - Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01
Master - Replace Switch and Switch Cover (EA)	2	$18.78
Master - 4-Light Flush Mount Brushed Nickel Raceway Bath Bar Light (EA)	1	$45.53
Master - Replace Interior Door & Hardware (EA)	1	$160.86
Master - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Master - Install New HVAC Register (EA)	1	$26.02
Master - Replace 24" Vanity Cabinet with Top and Sink Plumb (EA)	1	$331.94
Master - Replace Vanity Faucet 4" spread (EA)	1	$70.25
Master - Replace Supply Lines (EA)	2	$24.64
Master - Replace Shutoff valve (EA)	2	$40.10
Master - Replace Shower Head (EA)	1	$23.90
Master - Replace Shower Trim & Valve Chrome (EA)	1	$188.34
Master - Replace/Install Toilet (EA)	1	$205.29
Master - Refinish Tub (EA)	-	
Master - Plate Mirror Install (48"x 36") (EA)	1	$71.73
Master - Replace Bath Fan (EA)	1	$83.34
Master - Drywall Repair (Per Patch)	3	$56.97
**NOTE clean tile, grout and caulk shower	-	$1.00
Guest Bath 1 - Prime Interior Walls (Room SF)	40	$27.60
Guest Bath 1 - Steam Clean Tile Floor and Grout (SF)	1	$0.37
Guest Bath 1 - Install Base Moulding (LF)	30	$66.90
Guest Bath 1- Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01

Guest Bath 1- Replace Switch and Switch Cover (EA)	2	$18.78
Guest Bath 1 - 4-Light Flush Mount Bronze Raceway Bath Bar Light (EA)	1	$55.18
Guest Bath 1- Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bath 1 - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Guest Bath 1- Install New HVAC Register (EA)	1	$26.02
Guest Bath 1 - Replace 24" Vanity Cabinet with Top and Sink Plumb (EA)	1	$331.94
Guest Bath 1- Replace Vanity Faucet 4" spread (EA)	1	$70.25
Guest Bath 1 - Replace Supply Line (EA)	2	$24.64
Guest Bath 1 - Replace shutoff valve (EA)	2	$40.10
Guest Bath 1- Replace Tub/Shower Combo (EA)	1	$796.42
Guest Bath 1- Plate Mirror Install (48"x 36") (EA)	1	$71.73
Guest Bath 1 - Drywall Repair (Per Patch)	1	$18.99
Basement		
N/A		

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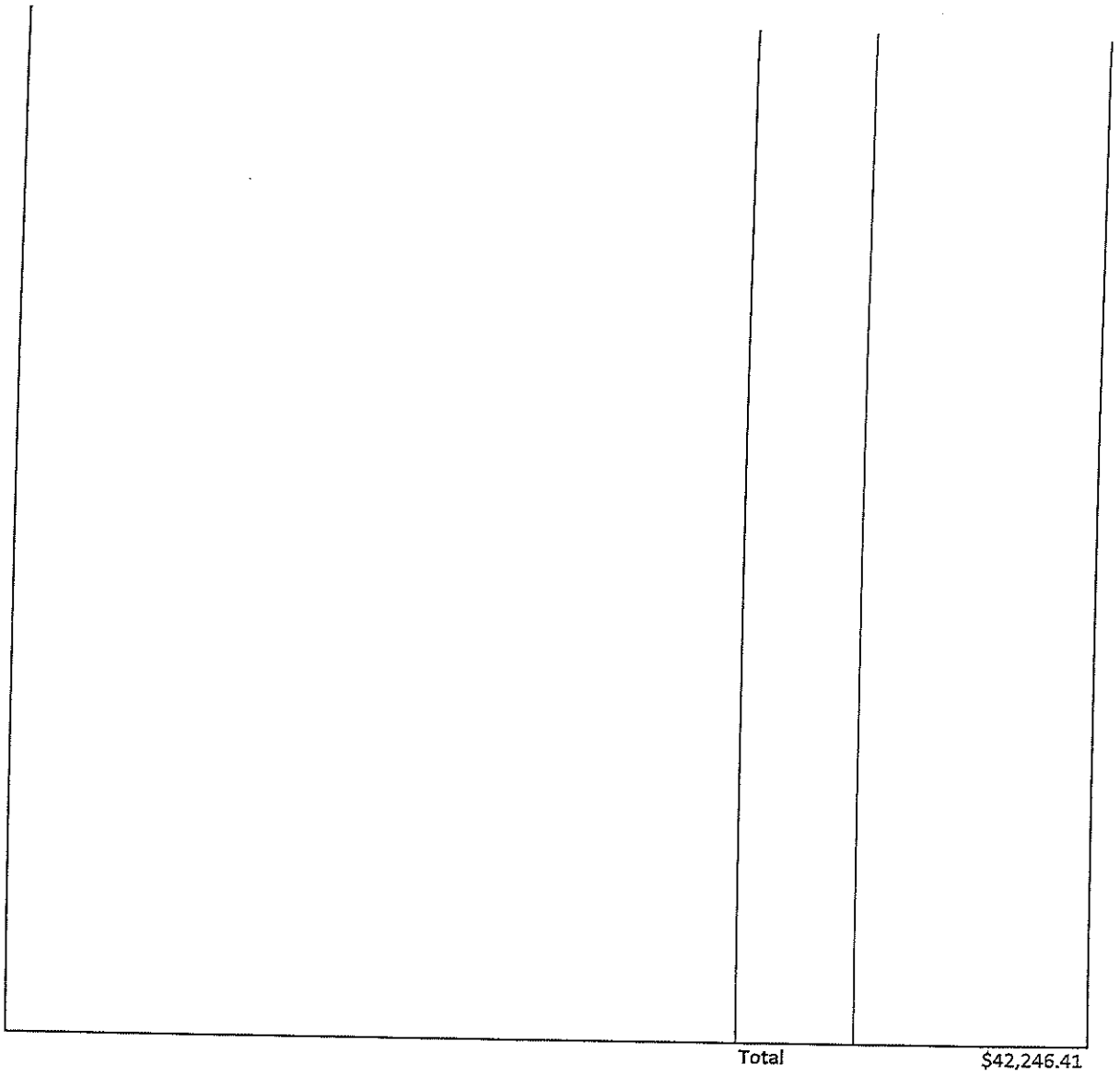

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AUTHORIZATION

Date: May ____, 2018

Property Owner: Residential Capital Management Fund 1, LP

Property Address: 2228 Salem Drive, Cocoa, FL 32926

To whom it may concern,

Please be advised that I am the agent of the above referenced property and hereby authorize Steven B. Greenfield, Esq. and/or Greenfield Law Group, P.A. to represent us in this matter. I constitute and appoint him as our true and lawful attorney in our name, place or stead, to execute any and all documents on our behalf pertaining to obtaining a settlement/fine reduction for all code citations/liens against the above-referenced property.

Dated this 31 day of May, 20

Lien Reduction
2228 Salem

Brittney Curry
Signature

Brittney Curry
Print Name

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 31ST day of May, 2018, by Brittney Curry as Authorized Signatory of **Residential Capital Management Fund 1, LP.**, who is personally known to me or who has produced _____ as identification.

DEBORAH T. GREENE NOTARY PUBLIC SEAL COMMISSION EXPIRES APRIL 07, 2022 COBB COUNTY GEORGIA

Deborah T. Greene
Notary Signature

Deborah T. Greene
Printed Notary Signature

My Commission Expires: 4/7/22

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-383 Date: 4/9/2018

Property Owner: Rcm Fund 1 Owner Llc

Site Address: 2228 Salem Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	7	0.25	$25.16	$44.03
2	Code Manager	2	0.25	$38.64	$19.32
3					
				Total A1	$63.35

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	5	0.25	25.16	$125.80
2	Code Manager	6	0.25	38.64	$231.84
3					
				Total A2	$357.64

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15.25	$26.16	$398.94
2	City Attorney	Case Duties	6	$150.00	$900.00
3	Chief	Board Hearings	8.75	$59.81	$523.34
4					
5					
				Total A3	$1,822.28

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	637	$0.25	$159.25
2	Large Envelope	39	$0.64	$24.96
3	Standard Envelope	7	$0.08	$0.56
4	Color Photo Prints	25	$0.45	$11.25
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$228.84

C. Total Amount of Cost (A1+A2+A3+B): **$2,472.11**

Legislation Details (With Text)

File #:	18-472	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/25/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Review City staff report regarding the ownership and operation of McFarland Park, and to provide any comments and direction as deemed appropriate by the City Council. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Carleton Terrace Resident Petition_20181003_0001.pdf Title Work.PDF Title Work Support Copies.pdf McFarland Park Crime Stat Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2018
Agenda Date: October 10, 2018
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., ICMA-CM, AICP
Requested Action:
Review City staff report regarding the ownership and operation of McFarland Park, and to provide any comments and direction as deemed appropriate by the City Council.

BACKGROUND:

City staff was contacted by the Brevard County Parks and Recreation Department to meet with parks staff and interested neighbors of McFarland Park regarding safety concerns at the Park. City Staff, Brevard County Parks and Recreation Staff and the interested neighbors met on Thursday, August 2nd at 4:00 PM at City Hall to discuss the concerns. The neighbors in attendance had specific concerns related to the safety associated with transient activity taking place within the park during the day and night. As a result of the conversation it was determined that the ownership of McFarland Park was apparently in question. The City agreed to undertake a title search and the necessary historical research to gain a better understanding of the history and ownership of McFarland Park for purposes of developing a meaningful framework for future discussions with homeowners related to the operation of McFarland Park.

Park Description and Maintenance

McFarland Park is located at 2060 Indian River Dr. along the Indian River in the Carleton Terrace

subdivision. The Park contains a parking area, small vessel boat ramp, fishing pier, picnic pavilion and bench overlooking the water and is approximately 1 acre in size. The small vessel boat ramp was damaged by Hurricane Irma.

The Florida Legislature in 1961 established the District 4 Recreational Area as well as taxing authority for the purpose of providing and maintaining recreational facilities and programs located within District 4. Since 1972, the City of Cocoa has contracted with Brevard County for the maintenance and operation of McFarland Park (River Park) using District 4 tax revenues. Brevard County has provided for annual maintenance and operation of the park at an estimated cost of $2,934.87 (FY16/17) annually. The City of Cocoa has also made a significant number of capital improvements in the park through its history including the repaving of the access road and parking area (2015) and accepting grant proceeds to construct/modify the boat dock/fishing pier (1998).

Title Search

At the City's request, the City Attorney's Office ordered and obtained an Owner & Encumbrance Property Information Report from Old Republic National Title Insurance Company, dated August 24, 2018. A copy of the title report is attached to the Agenda Item. The title report indicates that the last record title holder is: (1) Cocoa Land and Development Company, a dissolved Florida corporation; and (2) All Owners of Lots in the AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, Public Records of Brevard County, Florida; and (3) All Owners of Lots in CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B , C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida, and (4) the City of Cocoa, a Florida municipal corporation, as their interests may appear.

The documents in Brevard County's Official land records related to McFarland Park are: (1) Plat of AMENDED PLAT OF CARLETON TERRACE, as recorded in Plat Book 3, Page 61, Public Records of Brevard County, Florida (1924); (2) Plat of CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida (1926); and (3) all mortgages, liens, judgment, adverse matters and interests of all parties claiming by, through or under said Lot Owners in the above referenced plat. The Amended Plat of Carleton Terrace and the Plat of Carlton Terrace are attached to this Agenda Item. Both plats depict the land now known as McFarland Park between Blocks B and Block C along the Indian River without a lot reference number. However, the subject property depicted on the plats has a notation written upon it which states, **"Dedicated to Owners of lots in Carleton Terrace only for Park purposes."** Based on the title report, there appear to be no recorded written instrument(s) in Brevard County's Official land records expressly conveying or expressly dedicating McFarland Park to the City of Cocoa, a Florida municipal corporation. In addition, the title examiner has advised the City Attorney's Office that the title company could not find any recorded deeds in the Brevard County Official land records from the original developer of Carleton Terrace, Cocoa Land and Development Company which convey out the park land, located between Blocks B and C on the plat, either in whole or in fractional interests, to the lot owners of Carleton Terrace or any other party for that matter. Notwithstanding, the Brevard County Property Appraiser's identifies the City of Cocoa as the owner of McFarland Park for whatever reason.

As stated above, it is evident from the title report that the City does not appear to have any recorded interest in the park. It is also evident from the title report, based on the recorded plat of Carleton Terrace that the subject land was dedicated to the lot owners of Carleton Terrace for park purposes and the lot owners appear to have a recorded interest in the park land for park purposes. The plat

does not expressly dedicate the subject land to the City of Cocoa.

There is also no evidence that any party has paid ad valorem taxes on the subject land, but the fact that the City of Cocoa is listed as the owner of McFarland Park on the current Property Appraiser's database, that may explain why no party has paid or is paying ad valorem taxes on the subject land.

Historical Research

Given the terms of the Plat dedication "to Owners of lots in Carleton Terrace only for Park purposes," City staff conducted research of City records to attempt to ascertain exactly when, and the reasons why, the City began maintaining and operating McFarland Park for the public. However, while the City's historical records reference McFarland Park and the City's unquestionable maintenance and operation of the park over a period of several decades, City staff could not locate any records which identify exactly when the City began maintaining and operating McFarland Park and the reasons for doing so.

City of Cocoa's Right to Use McFarland Park for Public Park Purposes?

As explained above, the Plat does not expressly dedicate the subject land to the City of Cocoa. Rather, the Plat expressly states the subject land is "Dedicated to Owners of lots in Carleton Terrace only for Park purposes." Notwithstanding, the City of Cocoa and Brevard County have unquestionable been maintaining and operating the park for several decades and the City of Cocoa has made significant improvements to the park over the years. Maintenance, operation and improvement of the park by the City and County have been at the taxpayer's expense.

In some cases, a court may recognize that a public dedication of park land may occur under Florida law when a City maintains the land for such purposes over an extensive period of time. For example, in *City of Miami v. Eastern Realty Co*, 202 So. 2d 760 (Fla. 3rd DCA 1967), a private sub-divider of land expressly dedicated a park strip to purchasers of lots in the subdivision by plat, and unlike the situation in Cocoa, actually went so far as also expressly stating in the plat that park was not dedicated in any wise to the public. Notwithstanding the recorded plat dedication to the lot owners and the recorded intent of the sub-divider that the park not be dedicated to the public, the City of Miami maintained the park for an extended period of time (about two decades) without serious objection by the sub-divider and lot owners, and their successors. Years later a successor to the sub-divider attempted to quiet title against the City of Miami and lay claim to the park. Under these general factual circumstances, the court found that an offer of dedication and acceptance thereof by the City of Miami for the public for a park could be inferred, and the court held that the City had an easement in the park for the benefit of the public.

Although there are some factual differences, the Eastern Realty case has a very similar material fact pattern as the situation in Cocoa. Nevertheless, in such cases where the public's use of private land for park purposes is at issue, the courts will make a determination of a public easement to use the private land for park purposes based on the specific facts of the case being litigated.

Current Status

Several lot owners residing in Carleton Terrace have recently expressed concerns regarding the public's use of McFarland Park, and their contemporaneous private use. Some residents have also

expressed liability concerns. Attached to the Agenda Item is a Notice signed by a number of Carleton Terrace residents expressing a strong objection to the public's access to McFarland Park. Due to the resident's concerns, the City and County have limited access to the park to pedestrians only pending further consideration and discussion of this matter by the City Council and interested parties, if necessary.

Going forward, the City Council should be aware that there are approximately 187 lots in Carleton Terrace, and Carleton Terrace does not have a homeowner's association. This may make it a little challenging for the City to get a full and complete perspective or consensus of the residents of Carleton Terrace regarding McFarland Park.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Review City staff report regarding the ownership and operation of McFarland Park, and to provide any comments and direction as deemed appropriate by the City Council.

Attachments:

1. Old Republic Title Report
2. Amended Carleton Terrace Plat (1924)
3. Carleton Terrace Plat (Blocks A, B and C) (1926)
4. Notices to City of Cocoa by Residents of Carleton Terrace
5. Cocoa Police 5 Year Report

powered by Legistar™

Notice to City of Cocoa
By Residents of Carleton Terrace
Relating to Their Private Ownership
of MacFarland Park

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The residents of Carleton Terrace are the record owners of the Park. The City Attorney acknowledged in his 9/26/2018 email that "it is evident from the title report that the City does not appear to have any recorded interest in the Park." Our position is that the Park is a private park for the residents of Carleton Terrace only.

Please be advised that we have been misled for many years as to the ownership of the Park by the Brevard County Property Appraiser's records (i.e., showing the Park is owned by the City of Cocoa for many, many years). Our reliance on this incorrect information is the reason we have made no objections until now. In addition, Ms. Callahan, a lot owner in Carleton Terrace, contacted the City about the public accessing the park and raised objections as a lot owner. Then City Attorney Minot told her that the City owns the Park, whereupon she dropped the matter. As noted above, the current City Attorney has acknowledged that the City has no recorded interest in the Park.

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There have been no public hearings by the City relating to the use of the Park by the public and/or resolutions by the City accepting an offer of public dedication of the Park. Had there been any such public hearings (or resolutions accepting an offer of public dedication of the Park) (and there weren't), we certainly would have objected to public access to the Park. Of course, even if there had been any such public hearings and/or resolutions (and there weren't), those proceedings would not be valid if at the time of the proceedings the lot owners believed that, based on the County records, the City owned the Park.

Even assuming the City is correct in its position that the public has rights in the park (and we strongly disagree with this conclusion), this may not be exercised in a manner such as to prejudice or unduly interfere with that of the lot owners under the Eastern Realty case cited by counsel for the City.

Per a telephone conversation with George Mascellino with the Brevard County Property Appraiser's Office on 9/27/2018, be advised that a neighborhood park privately owned by lot owners is "common area" and is not subject to property taxes.

Executed this ___ day of _____, 2018.

NAME ADDRESS

_____

NAME	ADDRESS
Patricia Sprague	2016 N. Indian River Dr., Cocoa
Kayana Sutharam	2607 N. Indian River Dr. Cocoa FL
J. Co	2015 N. Indian River Dr Cocoa FL
Christine J. Dale	2011 N. Indian River Dr Cocoa
Cheryl Stephens	2023 N. Indian River Dr. Cocoa Leasee
Kerri Johnson	2023 N. INDIAN RIVER D, COCOA FL LEASEE
Phyllis Irvine	2007 North Indian River Dr. Cocoa, FL 32922
Susan Moore	2116 Indian River Dr Cocoa FL 32922
[illegible]	2006 N. INDIAN RIVER DR. Cocoa
[illegible]	2106 Indian River Drive Cocoa
[illegible]	2106 Indian River Dr., Cocoa

NAME	ADDRESS
Matthew P Block	119 Cayuna Dr. Cocoa FL 32955
John Callen	2006 N. Indian River Dr. Cocoa

NAME	ADDRESS
[signature]	2007 Indian River Dr. Cocoa, FL 32922

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By Residents of Carleton Terrace
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Per a telephone conversation with George Mascellino with the Brevard County Property Appraiser's Office on 9/27/2018, be advised that a neighborhood park privately owned by lot owners is "common area" and is not subject to property taxes.

Executed this 1st day of October, 2018.

NAME	ADDRESS
Pedro and Donna Olavarria	2515 MacFarland Drive Cocoa, FL 32922

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By Residents of Carleton Terrace
Relating to Their Private Ownership
of MacFarland Park

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Executed this 30 day of Sept., 2018.

NAME _____ ADDRESS 2214 Clairemont Dr. Cocoa, FL 32922

Notice to City of Cocoa
By Residents of Carleton Terrace
Relating to Their Private Ownership
of MacFarland Park

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Executed this 2 day of 10, 2018.

NAME	ADDRESS
[signature]	2301 Meridian Ave, Coco FL 32922

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Relating to Their Private Ownership
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Executed this 1 day of October, 2018.

NAME ADDRESS

Pamela W Moody 214 Coquina Dr. Cocoa FL 32922

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of MacFarland Park

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Executed this 1st day of October, 2018.

NAME ADDRESS

Michael Willis 2210 Meridian Ave Cocoa FL 32922

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Executed this 1 day of October, 2018.

NAME Rachael Moody ADDRESS 301 Carleton Dr. Cocoa, FL 32922

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By Residents of Carleton Terrace
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of MacFarland Park

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Executed this 29 day of Sept, 2018.

NAME Martha Johnson-Vann ADDRESS 19 CARLETON DR Cocoa 32922

NAME ADDRESS

MARTHA FORKNER-VERNOON 19 CARLESTON DR. COCOA, FL. 32922

Notice to City of Cocoa
By Residents in Carleton Terrace
Relating to Their Private Ownership
of MacFarland Park

Each of the undersigned is the owner of a home in Carleton Terrace. We strongly object to public access to MacFarland Park. The residents of Carleton Terrace are the owners of MacFarland Park and it is a private park for the residents of Carleton Terrace only. Please be advised that we were misled as to the ownership of MacFarland Park by the Brevard County Property Appraiser's records (i.e., showing the park is owned by the City of Cocoa for a period of at least __ years) and other circumstances over a period of many years. Our reliance on this misinformation is the reason we have made no objections until now. In addition, Ms. Callahan, a lot owner in Carleton Terrace, contacted the City about the public accessing the park and raised objections as a lot owner. Then City Attorney Minot told her that the City owns the park. We do not agree that any offer of public dedication was made or may be inferred.

Even assuming an offer of dedication may be inferred (and we strongly disagree with this conclusion) we hereby revoke any such offer. There have been no public hearings or resolutions by the city as to the use of the park by the public. Had there been any such public hearings or resolutions accepting the dedication of the park (and there weren't) and we were properly informed as to our private ownership of the park, as required by law (as contrasted with the inaccurate County records showing the City as owner), we would have objected to public access to our private park.

Even assuming the City is correct in its position that the public has rights in the park (and we strongly disagree with this conclusion) this may not be exercised in a manner such as to prejudice or unduly interfere with that of the lot owners.

Per a telephone conversation with George Mascellino with the Brevard County Property Appraiser's Office a neighborhood park owned by the lot owners is "common area" and is not subject to property taxes.

Executed this 2 day of October 2018.

NAME	ADDRESS
Troy L. Orender, Jr.	2401 N. Indian River Dr. Cocoa, FL
Troy L. Orender	
A. R. Orender	2401 N. Indian River Dr. Cocoa, FL

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
2300 Maitland Center Parkway #140
Maitland, FL 32751
Phone: 407-647-1915

OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT

Agent File No.: 1189

File No: 18090878

Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. ORANGE AVENUE #2000
ORLANDO, FL 328022873
Phone: 407-425-9566

ATTN: Nancy Ham

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

Park, lying between Block B and Block C, AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, and CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida.

Last Record Title Holder:

Cocoa Land and Development Company, a dissolved Florida corporation; All Owners of Lots in the AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, Public Records of Brevard County, Florida; All Owners of Lots in CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida, and the City of Cocoa, a Florida municipal corporation, as their interests may appear

Documents of Record (copies attached):

1. Plat of AMENDED PLAT OF CARLETON TERRACE, as recorded in Plat Book 3, Page 61, Public Records of Brevard County, Florida.

2. Plat of CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida.

3. All mortgages, liens, judgments, adverse matters and interests of all parties claiming by, through or under

said Lot Owners in the above referenced plats.

Period Searched:

From April 21, 1924 to August 20, 2018 @ 5:00 PM.

Tax Information:

Tax ID Number: 24-36-17-54-P

2017 Taxes are Exempt
Back Taxes: None

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Date: August 24, 2018



Authorized Signature

PLAT BOOK 3
PAGE 61

See D.B. 411 pg. 154

61

Note: This Plat was filed to correct certain erroneous dimensions in Blocks 2, 7, 11 and 16 and to supply additional information in Blocks 8, 4, and 18 of the Original Plat of Carleton Terrace.

AMENDED PLAT OF Carleton Terrace.

A SUBDIVISION IN SECTION 17
TWP. 24 SOUTH, RANGE 36 EAST,
BREVARD COUNTY, FLA.

Watson & Gorris, Civil Engrs. Inc.
Civil & Consulting Engineers.
Hill Building, Miami, Fla.
Scale-1 Inch = 120 Feet.
March, 1924.

576

STATE OF FLORIDA, COUNTY OF BREVARD } Filed for record in the office of Clerk of Circuit Court for Brevard County, Florida.
April 21, 1924
and recorded in Plat Book 3 at page 61
D. T. Troucher Clerk Circuit Court
By Alice B. Walton, D.C.

Florida East Coast Railroad

BELLAIRE DRIVE 600' 784.80'

DADE AVENUE

BELMONT DRIVE 600'

CARLETON 682.13'

FAIRMONT PL

LUCERNE

BILTMORE ROAD

MERIDIAN

DIXIE CT.

CLAIREMONT DRIVE

INDIAN DRIVE

BLOCK "A"

INDIAN RIVER

DIXIE DRIVE

HIGHWAY

BLOCK "B"

RIVER DRIVE

COQUINA 596.85'

BLOCK "C"

Not a Part of this Plat.

Dedicated to Owners of Lots in "Carleton Terrace" only for Park Purposes

S.W. Cor. of S.E. 1/4 of Sec. 17-24-36

NORTH

ENGINEER'S NOTE:-

1. All Radii on Corner Lots are 30 Ft. unless otherwise shown.
2. " Tangents on " " 30 Ft. " "
3. " Measurements on Curves are Chord measurements.
4. •-Denotes Concrete Monuments as actually set.
5. ▪-Denotes Original Corners as actually found during Boundary Survey. (Square Coquina Monuments).

PLAT BOOK 5
PAGE 90

B-5-P90

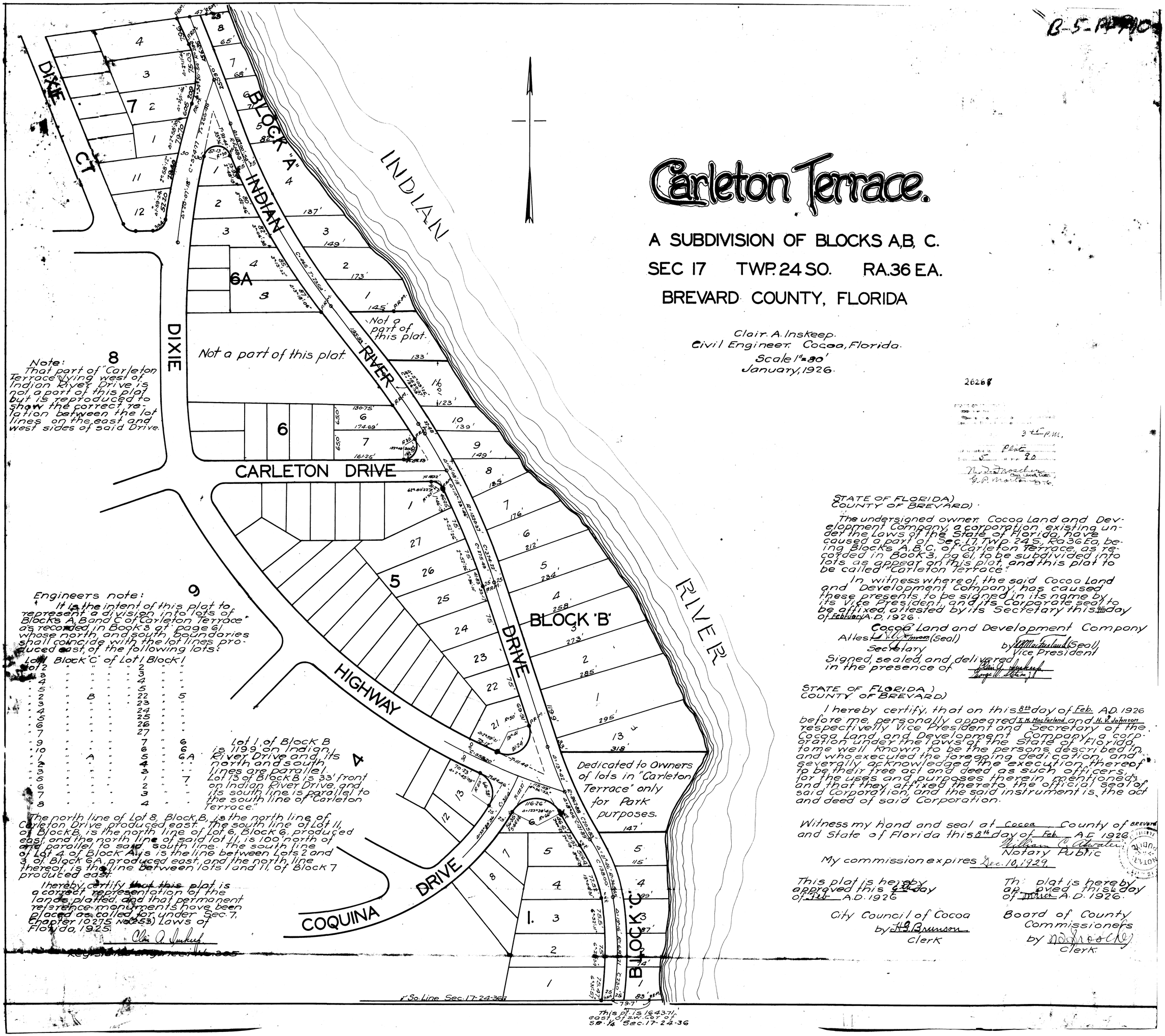
Carleton Terrace.

A SUBDIVISION OF BLOCKS A,B, C.
SEC 17 TWP. 24 SO. RA. 36 E.A.
BREVARD COUNTY, FLORIDA

Clair. A. Inskeep.
Civil Engineer. Cocoa, Florida.
Scale 1"=80'
January, 1926.

26268

3 to 1 P.M.
Plat 5 Page 90
N. D. Strachan Clerk Circuit Court
G. R. Mayo D.C.



STATE OF FLORIDA)
COUNTY OF BREVARD)

The undersigned owner. Cocoa Land and Development Company, a corporation existing under the Laws of the State of Florida, have caused a part of Sec. 17, Twp. 24 S., Ra 36 E.a, being Blocks A, B, C, of Carleton Terrace, as recorded in Book 3, pg 61, to be subdivided into lots as appear on this plat, and this plat to be called "Carleton Terrace."

In witness where of, the said Cocoa Land and Development Company, has caused these presents to be signed in its name by its Vice President, and its corporate seal to be affixed, attested by its Secretary this 8th day of February A.D. 1926.

Cocoa Land and Development Company
Attest W. C. Stinson (Seal) Secretary
by F. H. MacFarland (Seal) Vice President
Signed, sealed, and delivered in the presence of
Clair A. Inskeep
George W. Sisson

STATE OF FLORIDA)
COUNTY OF BREVARD)

I hereby certify, that on this 8th day of Feb. A.D. 1926 before me, personally appeared F. H. MacFarland and H. V. Johnson respectively Vice President and Secretary of the Cocoa Land and Development Company, a corporation under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing dedication, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

Witness my hand and seal at Cocoa County of Brevard and State of Florida this 8th day of Feb. A.D. 1926
William C. Atwater
Notary Public
My commission expires Dec. 10, 1929.

This plat is hereby approved this 9th day of Feb. A.D. 1926
City Council of Cocoa
by H. B. Brunson
Clerk

This plat is hereby approved this 5th day of March A.D. 1926.
Board of County Commissioners
by N. D. Strachan
Clerk.

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2414006
Owners	Cocoa, City Of
Mailing Address	65 Stone Street Cocoa FL 32922
Site Address	Not Assigned
Parcel ID	24-36-17-54-P
Property Use	8910 - Municipally Owned Land - Improved
Exemptions	EXMU - Municipally Owned Property
Taxing District	23D0 - Cocoa
Total Acres	1.03
Subdivision	Carlton Terr Resubd Of Blks A,B,C
Site Code	0110 - River Front
Plat Book/Page	0005/0090
Land Description	Carlton Terr Resubd Of Blks A,B,C Park



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$34,280	$34,910	$32,530
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$34,280	$34,910	$32,530
Assessed Value School	$34,280	$34,910	$32,530
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$34,280	$34,910	$32,530
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES/TRANSFERS

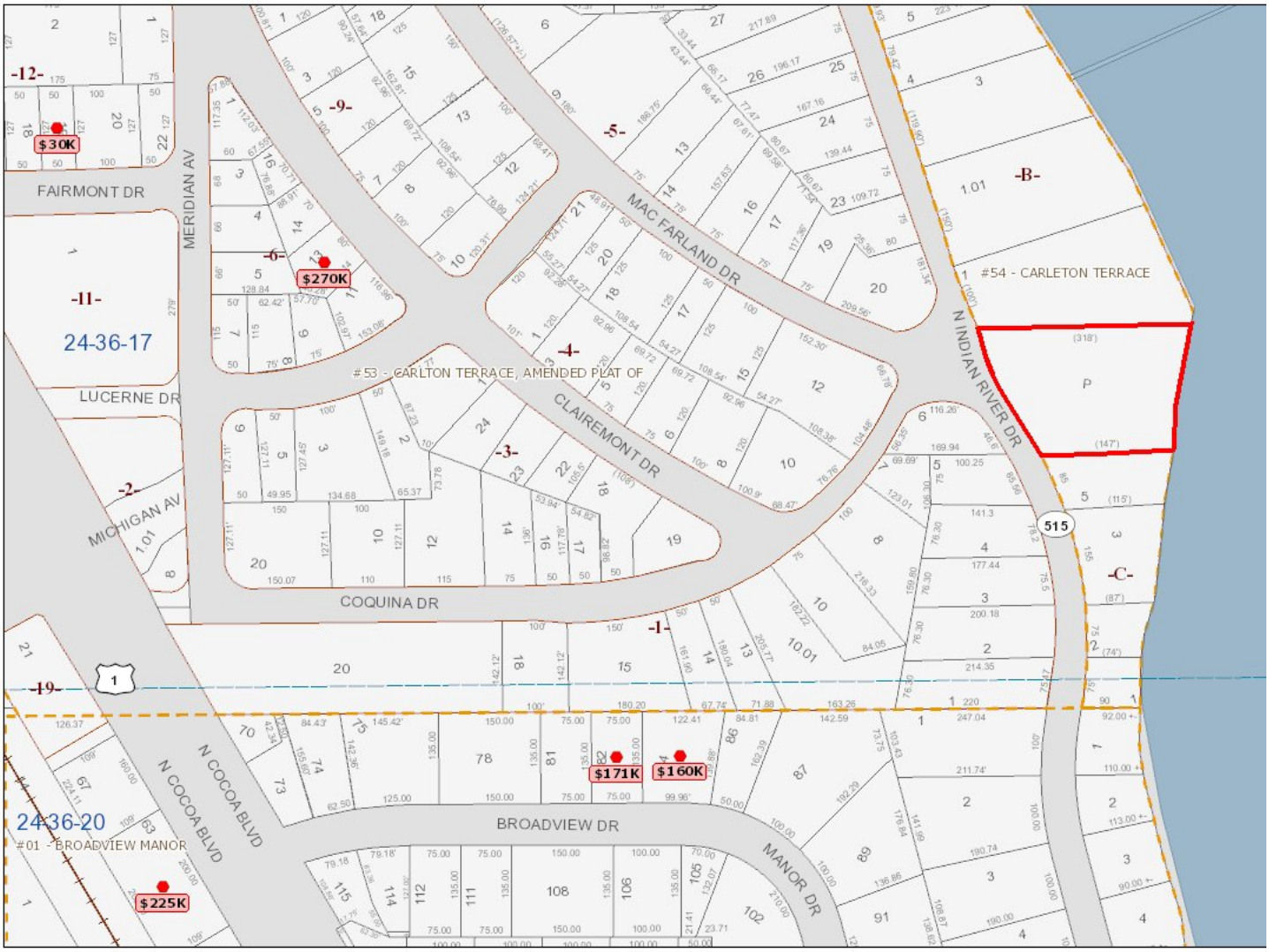
Date	Price	Type	Parcel	Deed
No Data Found				

No Data Found

ADDITIONAL EXTRA FEATURES

Description	Units
Light Poles	1
Boat Ramp	1
Dock	748
Paving - Asphalt	8,420
Covered Patio	48

Brevard County Property Appraiser



August 9, 2018

Cocoa Police Department

McFarland Park 5 Year Crime Statitical Report

-Methodology-

Data Source: Aegis MSP Law Enforcement Records

Date Range: January 1, 2013 – July 31, 2018

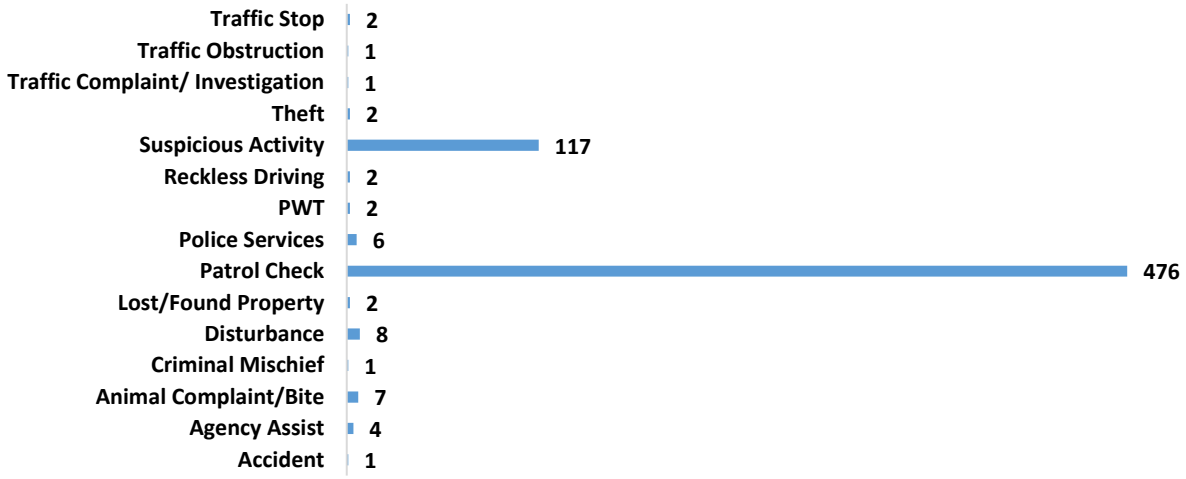
Data Analyzed: Incidents, Cases and Arrests

Analyst Notes The purpose of this report is to analyze the historical crime trends generated from the McFarland Park located at 2060 N Indian River Dr, Cocoa, FL, during the past five years.

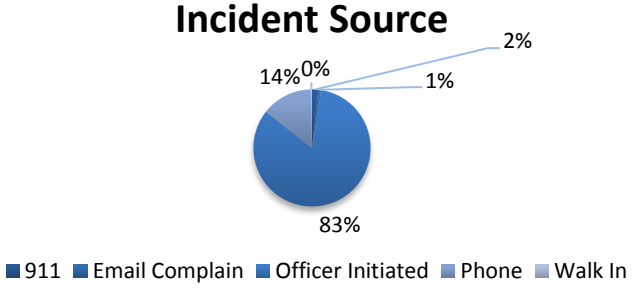
Year	Incidents *Patrol Checks NOT included**	Cases	Arrests
2013	29	3	3
2014	35	3	1
2015	30	6	4
2016	19	3	0
2017	21	0	0
2018	22*	0*	0*

Totals reflect data from January 1, 2018 through July 31, 2018

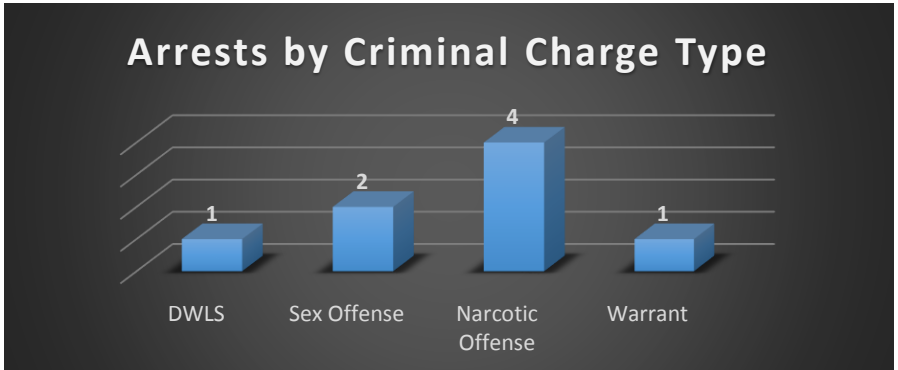
Incident Type Totals



Incident Source



Arrests by Criminal Charge Type



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

Legislation Details (With Text)

File #:	18-496	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	10/1/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Consider the Approval of a Resolution concerning Amendment 1 to the Florida Constitution. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution-Amendment 1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 1, 2018
Agenda Date: October 10, 2018
Prepared By: Carie Shealy, City Clerk
Through: John Titkanich, AICP, ICMA-CM, City Manager
Requested Action:
Consider the Approval of a Resolution concerning Amendment 1 to the Florida Constitution

BACKGROUND:

Amendment 1 to the Florida Constitution will be on the general election ballots this coming November 6, 2018. With Amendment 1, most benefits will only be going to a handful of homeowners, which is not fair. Florida's tax system should work for all homeowners, across the board.

Amendment 1 is not just a tax cut, but a tax shift. Just a handful of homeowners will get most of the benefits and the rest will get the burden, meaning either fewer local services or higher local taxes.

Additionally, Amendment 1 is a one-size fits all scheme as devised by Tallahassee politicians. However, what is good for some communities is not always good for others. Changing local property taxes should be done locally and not through a statewide constitutional amendment. Amendment 1 also shifts taxes onto small businesses and exposes small businesses to bigger tax hikes later because a businesses' taxable value grows faster than that of a home. This means that business owners will shoulder a larger share of the tax burden. This is bad for both small businesses and our economy.

Attached is a Resolution, as requested by the Florida League of Cities, opposing Amendment 1. We are urging all to be mindful of the effects that this Amendment could have on not only the City of Cocoa, but other municipalities as well.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the Approval of a Resolution concerning Amendment 1 to the Florida Constitution

RESOLUTION NO. 2018-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, CONCERNING AMENDMENT 1 TO THE FLORIDA CONSTITUTION, WHICH, IF ADOPTED, WOULD CREATE ADDITIONAL INEQUITIES IN FLORIDA'S TAX SYSTEM BY GRANTING CERTAIN TAX BREAKS TO SOME TAXPAYERS AT THE EXPENSE OF OTHER TAXPAYERS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a proposed constitutional amendment sponsored by the Florida Legislature will be placed on the 2018 general election ballot as "Amendment 1" and

WHEREAS, this proposed constitutional change exempts the assessed valuation of homestead property greater than $100,000 and up to $125,000 for all levies other that school district levies; and

WHEREAS, Amendment 1 is expected to cost $644.7 million per year-resulting in either services reductions or tax hikes; and

WHEREAS, local communities may be forced to increase local property tax rates to offset revenue reductions; and

WHEREAS, changing local property taxes should be done locally, not through a constitutional amendment; and

WHEREAS, instead of fixing Florida's complicated tax system, Amendment 1 makes it more complicated and less fair; and

WHEREAS, Florida's tax system should work for all homeowners, not just a few; and

WHEREAS, most of Amendment 1's benefits go to only a handful of homeowners; and

WHEREAS, Amendment 1 exposes local businesses to a much higher tax burden; and

WHEREAS, this one-size-fits-all scheme is made to look like a tax cut but it is really a tax shift that will further disenchant millions of already-skeptical Florida voters.

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

Section 1. That the City of Cocoa will evaluate the impact Amendment 1 may have on its property taxes.

Section 2. That the City of Cocoa urges its residents to carefully consider the potential adverse consequences of Amendment 1 before voting in the November 2018 general election.

Section 3. That a copy of this resolution be provided to the Florida League of Cities, Inc., and other interested parties.

Section 4. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-469	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/25/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	

Title: Approve the Construction Cost and Authorize the Payment to Brevard County to Relocate/Replace Water Mains within the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements Projects, WS17CD; To Approve the Payment of the Construction Bid Cost of $108,213; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $10,821 (10% Contingency) for a Project Total of $119,034; To Approve a Resolution Amending the FY2019 Budget through the use of Water/Sewer Contingency. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: Cone Road Improvements Bid Proposal 9-24-18
071117 Executed Interlocal Agmt. Cone Rd. Infrastructure Improvements
Resolution Project Contingency - Cone Road
Budget Resolution FY19 - Cone Rd Project
BAF-UT-Cone Rd Proj (10-10-18)~ Agenda 18-469 - FY19.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2018
Agenda Date: October 10, 2018
Prepared By: George R. Toler, Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Construction Cost and Authorize the Payment to Brevard County to Relocate/Replace Water Mains within the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements Projects, WS17CD; To Approve the Payment of the Construction Bid Cost of $108,213; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $10,821 (10% Contingency) for a Project Total of $119,034; To Approve a Resolution Amending the FY2019 Budget through the use of Water/Sewer Contingency.

BACKGROUND:

Brevard County received bids for storm drainage, sewer system, and water quality improvements project known as Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements, Project No. WS17CD. DP Development of the Treasure Coast, LLC has been selected by Brevard County as the Contractor for the projects.

The City of Cocoa has water mains within the project limits. The project requires water main relocations in several areas due to conflicts with the new sanitary sewer and storm drainage facilities. The areas of conflict are along Cone Road at the intersections, along with Manor Drive at the intersections. The City will own, operate, and maintain the relocated/replaced water mains after the project has been constructed, inspected, and formally accepted by the City.

In July 2017 the City entered into an Interlocal Agreement to let the County relocate/replace the water mains as part of the "Cone Road Drainage and Sidewalk Improvements" and "Cone Road Infrastructure Improvements" projects. This will promote efficiency, prevent unnecessary duplication of effort, prevent unnecessary delays to the contractor, and reduce inconvenience to the City's water customers and citizens of Brevard County. The project construction bid cost is $108,213. The timing of the project was unknown and without a firm schedule and the project was not budgeted in FY2019.

Staff was notified that the County project was funded and will move forward. Since the project was not budgeted in FY2019, Staff is requesting the use of the Utilities Contingency to fund the project.

Staff is also requesting that City Council approve an additional $10,821 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for changes orders with approval by the City Manager. Although City staff does not anticipate change orders, with any project there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow for the project to continue to move forward without delays.

The additional $10,821 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Construction Bid Cost	$108,213
Contingency (10%)	$10,821
Total Project Cost	**$119,034**

Staff recommends approval of these projects.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$119,034
Account Number	421-4025-536.46-00, WS17CD
Account Name	Repairs and Maintenance

Source of Funds: 421-4010-536.39-00, Contingency

PREVIOUS ACTION:

In July 2017 the City entered into an Interlocal Agreement to let Brevard County relocate/replace the water mains as part of the “Cone Road Drainage and Sidewalk Improvements” and “Cone Road Infrastructure Improvements” projects.

RECOMMENDED MOTION:

To Approve the Construction Cost and Authorize the Payment to Brevard County to Relocate/Replace Water Mains within the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements Projects, WS17CD; To Approve the Payment of the Construction Bid Cost of $108,213; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $10,821 (10% Contingency) for a Project Total of $119,034; To Approve a Resolution Amending the FY2019 Budget through the use of Water/Sewer Contingency.

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COPY

SECTION III

PROPOSAL

CONE ROAD DRAINAGE AND SIDEWALK IMPROVEMENTS
CONE ROAD INFRASTRUCTURE IMPROVEMENTS

Submitted: March 27, 2018

Total Bid: $2,228,553.40
Contractor's Name:

DP Development of the Treasure Coast, LLC

Board of County Commissioners
c/o Purchasing Department
2725 Judge Fran Jamieson Way,
Building C, Third Floor
Government Center,
Viera, FL 32940

Commissioners:

The duly licensed construction contracting firm of DP Development of the Treasure Coast, LLC has completed all required proposal and bid documents and has prepared this proposal for submission on this date for further consideration by the Commission.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that the Bidder has examined the site of the work and that from personal knowledge and experience, or that the Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied that such site is a correct and suitable one for this work and the Bidder assumes full responsibility therefore; that the Drawings and Specifications for the work have been examined and from the Bidders own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and the Bidder has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Security or Bid Bond, Contract, Public Construction Performance and Payment Bonds, General Conditions, Special Provisions, Technical Specifications, Drawings, and has read all addenda prior to the opening of bids, and that the Bidder has been fully satisfied, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of County Commissioners of Brevard County, Florida, (Owner) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in a manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Public Construction Performance and Payment Bonds each in the amount of one-hundred percent (100%) of the Contract price and a Certificate of Insurance showing coverages in accordance with contract requirements, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on the Contractor's part to execute the said Contract, Public Construction Performance and Payment Bonds, and Insurance Certificate within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying the bid and the money payable thereon shall be paid to the Owner as liquidated damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Public Construction Performance and Payment Bonds and Insurance Certificate are filed.

The Bidder further agrees that, within ten (10) days of execution of the project contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Brevard County Clerk of the Court, and shall provide a copy of same to each and every subcontractor approved for the project, and notify them of deadlines to make claims under said bonds.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices for items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

Bidders Occupational License No. CGC1512837 CUC1224

Signature of Contractor

Patrick Borrico

DP DEVELOPMENT TREASURE COAST, LLC ★ LIMITED LIABILITY ★ SEAL ★ Sept. 12, 2006 ★ FLORIDA

Bid Form — Cone Road Drainage and Sidewalk Improvements

(Utility and Roadway Portion)

Bid No. B-4-18-49

BMEG File # 388006 bf Contractor

Date: 01/11/18

Brevard County Public Works

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
101-1	Mobilization	1	LS	Two Hundred Ninety Three Thousand Doll	293,000.00	$ 293,000.00
102-1	Maintenance of traffic	1	LS	XXXXX PROVIDED BY OWNER XXXXX		
104-	Erosion control	1	LS			
110-1-1	Clearing & grubbing (selective)	1	LS			
120-1	Excavation	1	LS		10,500.00	$ 10,500.00
120-4	Demuck ditch	1,900	LF	XXXXX PROVIDED BY OWNER XXXXX		
120-6	Embankment	1	LS	Seventeen Thousand Two Hundred Dollars	17,200.00	$ 17,200.00
327-70-19	Mill exist. asphalt pvmt., 3/4" avg. depth	2,340	SY	Two Dollars and Forty cents	2.40	$ 5,616.00
337-7-83	Friction course, traffic C, FC-12.5	686	TN	One Hundred Twenty Three Dollars no cer	123.00	$ 84,378.00
400-1-2	Concrete class I, endwalls	58.6	CY	XXXXX PROVIDED BY OWNER XXXXX		
400-1-3	Core exist. concrete endwall	2	EA			
400-1-15	Concrete class I, misc. (contingency)	5	CY			
425-1-521	Inlet, type C, <10'	1	EA			
425-1-561	Inlet, type F, <10'	9	EA			
425-1-563	Inlet, type F, J btm., <10'	10	EA			
425-2-91	Manhole, J-8, <10'	1	EA			
425-3-61	Junction box, J-7, <10'	2	EA			
430-94-1	Desilt pipe, 0–24"	468	LF			
430-94-2	Desilt pipe, 25–36"	22	LF			
430-94-3	Desilt pipe, 37–48"	293	LF			
430-175-118	18" RCP	207	LF			
430-175-124	24" RCP	262	LF			
430-175-136	36" RCP	198	LF			
430-175-148	48" RCP	16	LF			
430-175-154	54" RCP	2,036	LF			

Bid Form — Cone Road Drainage and Sidewalk Improvements
(Utility and Roadway Portion)
Bid No. B-4-18-49

Date: 01/11/18

BMEG File # 388006 bf Contractor

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
430-175-218	14"×23" RCP	46	LF	XXXXX PROVIDED BY OWNER XXXXX		
430-175-254	43"×68" RCP	120	LF			
522-2	Concrete sidewalk, 6" thick w/fiber	1,418	SY			
522-5	Concrete sidewalk, 12" thick w/fiber	9	SY			
522-6	Concrete driveway, 6" thick w/fiber	290	SY			
527-2	Detectable warnings, cast-in-place	24	SF			
570-1-3	Sod, Bahia	6,500	SY			
700-1-11	Single post sign, F&I, grnd mnt, <12 SF	1	AS			
700-1-50	Single post sign, relocate	11	AS			
706-3	Retro-reflective pavement marker	150	EA			
711-11-121	Thermoplastic, std., white, solid, 6"	5,850	LF			
711-11-125	Thermoplastic, std., white, solid, 24"	190	LF			
711-11-160	Thermoplastic, std., white, message	1	EA			
711-11-170	Thermoplastic, std., white, arrow	3	EA			
711-11-221	Thermoplastic, std., yellow, solid, 6"	5,400	LF			
711-14-123	Thermoplastic, preformed, white, solid, 12"	80	LF			
711-14-125	Thermoplastic, preformed, white, solid, 24"	60	LF			

Bid Form — Cone Road Drainage and Sidewalk Improvements
(Utility and Roadway Portion)
Bid No. B-4-18-49

BMEG File # 388006 bf Contractor

Merritt Island Redevelopment Agency (MIRA)

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
121-70	Flowable fill (utility crossings)	152	CY	One Hundred Ninety Seven Dollars no cen	197.00	$ 29,944.00
121-70	Flowable fill (drainage crossings)	68	CY	XXXXX PROVIDED BY OWNER XXXXX		
160-4	Type B stabilization	4,135	SY	Seventeen Dollars no cents	17.00	$ 70,295.00
285-709	Optional base, base group 09, 10"	3,860	SY	Twenty Six Dollars no cents	26.00	$ 100,360.00
327-70-1	Mill exist. asphalt pvmt., 1" avg. depth	756	SY	Two Dollars Forty cents	2.40	$ 1,814.40
334-1-53	Superpave asph., traf. C, SP-9.5	42	TN	One Hundred Six Dollars no cents	106.00	$ 4,452.00
334-1-53	Superpave asph., traf. C, SP-12.5	435	TN	One Hundred Twenty Nine Dollars no cent	129.00	$ 56,115.00
550-10-240	Fence, 8' height, chain link	20	LF	XXXXX PROVIDED BY OWNER XXXXX		
550-10-929	Fence, 6' height, vinyl	2,072	LF			
1040-1	Sheeting & shoring	1	LS	Eight Thousand Six Hundred Dollars no ce	8,600.00	$ 8,600.00
1050-06-05	Service lateral, single (incl. clean-out)	12	EA	Eight Hundred Fifty Dollars no cents	850.00	$ 10,200.00
1050-06-06	Service lateral, double (incl. clean-out)	4	EA	One Thousand Forty Dollars no cents	1,040.00	$ 4,160.00
1050-08-06	8" SDR35 PVC (0'–6' depth)	378	LF	Forty One Dollars no cents	41.00	$ 15,498.00
1050-08-08	8" SDR35 PVC (6'–8' depth)	679	LF	Forty Nine Dollars no cents	49.00	$ 33,271.00
1050-08-10	8" SDR35 PVC (8'–10' depth)	503	LF	Thirty Seven Dollars no cents	37.00	$ 18,611.00
1050-08-12	8" SDR35 PVC (10'–12' depth)	361	LF	Thirty Nine Dollars no cents	39.00	$ 14,079.00
1050-08-14	8" SDR35 PVC (12'–14' depth)	467	LF	Fifty Five Dollars no cents	55.00	$ 25,685.00
1050-08-16	8" SDR35 PVC (14'–16' depth)	209	LF	Sixty Eight Dollars no cents	68.00	$ 14,212.00
1050-08-18	8" DR18 PVC (16'–18' depth)	16	LF	One Hundred Thirty Dollars no cents	130.00	$ 2,080.00
1060-04-06	4' ID SS manhole (0'–6' depth)	1	EA	Four Thousand Six Hundred Dollars no ce	4,600.00	$ 4,600.00
1060-04-08	4' ID SS manhole (6'–8' depth)	6	EA	Four Thousand Nine Hundred Dollars no c	4,900.00	$ 29,400.00
1060-04-10	4' ID SS manhole (8'–10' depth)	3	EA	Five Thousand Seven Hundred Dollars no	5,700.00	$ 17,100.00
1060-05-06	5' ID SS manhole w/liner (0'–6' depth)	2	EA	Eight Thousand Nine Hundred Dollars no c	8,900.00	$ 17,800.00
1060-05-12	5' ID SS drop manhole (10'–12' depth)	1	EA	Eight Thousand Five Hundred Dollars no c	8,500.00	$ 8,500.00
1060-05-14	5' ID SS drop manhole (12'–14' depth)	2	EA	Ten Thousand Nine Hundred Dollars no ce	10,900.00	$ 21,800.00
1060-05-16	5' ID SS drop manhole (14'–16' depth)	1	EA	One Hundred Thirty Six Thousand Four Hu	136,400.00	$ 136,400.00
1060-05-18	5' ID SS manhole w/liner (16'–18' depth)	1	EA	Twenty Four Thousand Dollars no cents	24,000.00	$ 24,000.00
1060-12	Upgrade control panels	1	LS	Eleven Thousand Dollars no cents	11,000.00	$ 11,000.00
1060-13	Core existing wet well	1	EA	Eleven Thousand Dollars no cents	11,000.00	$ 11,000.00
1060-14	Spray liner, Raven 405	750	SF	Twenty Two Dollars no cents	22.00	$ 16,500.00
1060-15	Remove & replace wet well pumps	1	LS	Fifty Four Thousand Dollars no cents	54,000.00	$ 54,000.00
1060-16-003	Remove exist. 6" PVC force main	995	LF	XXXXX PROVIDED BY OWNER XXXXX		
1060-31-206	6" DR18 PVC force main	1,010	LF	Twnety Dollars no cents	20.00	$ 20,200.00
1065-11	Fittings	1	LS	One Thousand Two Hundred Dollars no ce	1,200.00	$ 1,200.00
1080-11-206	2" Air release vacuum valve	1	EA	Eight Thousand Four Hundred Dollars no c	8,400.00	$ 8,400.00
1080-11-303	6"×6" Wet tap	2	EA	Three Thousand Dollars no cents	3,000.00	$ 6,000.00

Bid Form — Cone Road Drainage and Sidewalk Improvements

(Utility and Roadway Portion)

Bid No. B-4-18-49

BREVARD COUNTY

Date: 01/11/18

BMEG File # 388006 bf Contractor

Cocoa Utilities Dept.

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
2055-11-404	Bend, 45°, 4"	4	EA	Two Hundred Thirty Dollars no cents	230.00	$ 920.00
2055-11-412	Bend, 45°, 12"	4	EA	Seven Hundred Seventy Dollars no cents	770.00	$ 3,080.00
2060-16-002	Remove exist. 4" AC water main	28	LF	Twenty Dollars no cents	20.00	$ 560.00
2060-16-006	Remove exist. 12" DIP water main	35	LF	Thirteen Dollars no cents	13.00	$ 455.00
2060-51-204	4" DIP water main	28	LF	Sixty Six Dollars no cents	66.00	$ 1,848.00
2060-51-212	12" DIP water main	35	LF	One Hundred Twenty Four Dollars no cent	124.00	$ 4,340.00
2080-11-207	4" Line stop	2	EA	Four Thousand Eight Hundred Dollars no c	4,800.00	$ 9,600.00
2080-11-208	Transition coupling, AC to DIP, 4"	2	EA	Three Hundred Twenty Five Dollars no cer	325.00	$ 650.00
2080-11-407	12" Line stop	2	EA	Nine Thousand Dollars no ccents	9,000.00	$ 18,000.00

Subtotal Bid — Cone Rd Drainage and Sidewalk Improvements

One Million One Hundred Twenty Four Thousand Four Hundred Twenty Three Dollars and Forty cents

$ 1,124,423.40

~~$ 1,247,423.40~~

$ 39,453

Bid Form — Cone Road Infrastructure Improvements (MIRA) — Side Streets
(Utility and Roadway Portion)
Bid No.B-4-18-49

BMEG File # 394002 bf Contractor
Date: 01/11/18

Merritt Island Redevelopment Agency (MIRA)

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
101-1	Mobilization	1	LS	One Hundred Thirty One Thousand Dollars no cents	131,000.00	$ 131,000.00
102-1	Maintenance of traffic	1	LS	Twenty Three Thousand Dollars no cents	23,000.00	$ 23,000.00
104-	Erosion control	1	LS	Five Thousand Five Hundred Dollars no cents	5,500.00	$ 5,500.00
110-1-1	Clearing & grubbing (selective)	1	LS	Fifty One Thousand Dollars no cents	51,000.00	$ 51,000.00
120-1	Excavation	1	LS	One Hundred Eleven Thousand Dollars no cents	111,000.00	$ 111,000.00
120-6	Embankment	1	LS	Six Thousnad Nine Hundred Dollars no cents	6,900.00	$ 6,900.00
120-72	#57 Stone	420	CY	XXXXX PROVIDED BY OWNER XXXXX		
120-75	Wood chips	800	CY			
121-70	Flowable fill (utility crossings)	220	CY	One Hundred Ninety Five Dollars no cens	195	$ 42,900.00
160-4	Type B stabilization	5,310	SY	Seventeen Dollars no cents	17.00	$ 90,270.00
285-709	Optional base, base group 09, 10"	5,140	SY	Twenty Seven Dollars no cents	27.00	$ 138,780.00
327-70-1	Mill exist. asphalt pvmt., 1" avg. depth	5,100	SY	Two Dollars Forty cents	2.40	$ 12,240.00
334-1-53	Superpave asph., traf. C, SP-9.5	572	TN	One Hundred Eleven Dollars no cents	111.00	$ 63,492.00
334-1-53	Superpave asph., traf. C, SP-12.5	594	TN	One Hundred Thirty Three Dollars no cents	133.00	$ 79,002.00
400-1-2	Concrete class I, endwalls	30.0	CY	XXXXX PROVIDED BY OWNER XXXXX		
400-1-5	Modify existing weir	1	EA			
400-1-15	Concrete class I, misc. (contingency)	5	CY			
425-2-91	Manhole, J-8, <10'	1	EA			
430-175-136	36" RCP	210	LF			
430-982-138	Mitered end section, 36"	1	EA			
514-72	Liner, type D-3	2,420	SY			
522-6	Concrete driveway, 6" thick w/fiber	91	SY			
547-70-2	Fabric-formed concrete, 10" filter points	120	SY			
570-1-3	Sod, Bahia	9,000	SY			

Bid Form — Cone Road Drainage and Sidewalk Improvements

(Utility and Roadway Portion)

Bid No. B-4-18-49

BMEG File # 388006 bf Contractor

Date: 01/11/18

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
580-1-1	Wetland plantings	1	LS	XXXXX PROVIDED BY OWNER XXXXX		
700-1-50	Single post sign, relocate	6	AS			
711-11-121	Thermoplastic, std., white, solid, 6"	3,100	LF			
711-11-125	Thermoplastic, std., white, solid, 24"	15	LF			
711-11-221	Thermoplastic, std., yellow, solid, 6"	3,300	LF			
1040-1	Sheeting & shoring	1	LS	Three Thousand Eight Hundred Dollars no cents	3,800.00	$ 3,800.00
1050-06-05	Service lateral, single (incl. clean-out)	26	EA	Eight Hundred Dollars no cents	800.00	$ 20,800.00
1050-06-06	Service lateral, double (incl. clean-out)	41	EA	One Thousand One Hundred Fifty Dollars no cents	1,150.00	$ 47,150.00
1050-06-07	6" SDR35 PVC (0'–6' depth), incl. plug	5	LF	Fifty Four Dollars no cents	54.00	$ 270.00
1050-08-06	8" SDR35 PVC (0'–6' depth)	2,826	LF	Thirty Seven Dollars no cents	37.00	$ 104,562.00
1050-08-08	8" SDR35 PVC (6'–8' depth)	872	LF	Forty Three Dollars no cents	43.00	$ 37,496.00
1050-08-10	8" SDR35 PVC (8'–10' depth)	7	LF	Forty Four Dollars no cents	44.00	$ 308.00
1060-04-06	4' ID SS manhole (0'–6' depth)	13	EA	Four Thousand Seven Hundred Dollars no cents	4,700.00	$ 61,100.00
1060-04-08	4' ID SS manhole (6'–8' depth)	1	EA	Four Thousand Eight Hundred Dollars no cents	4,800.00	$ 4,800.00

Bid Form — Cone Road Drainage and Sidewalk Improvements

(Utility and Roadway Portion)

Bid No. B-4-18-49

MIRA

BMEG File # 388006 bf Contractor

Date: 01/11/18

Cocoa Utilities Dept.

Item #	Item Description	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
2055-11-408	Bend, 45°, 8"	8	EA	Four Hundred Dollars no cents	400.00	$ 3,200.00
2055-11-412	Bend, 45°, 12"	4	EA	Eight Hundred Dollars no cents	800.00	$ 3,200.00
2060-16-004	Remove exist. 8" AC water main	40	LF	Thirty Dollars no cents	30.00	$ 1,200.00
2060-16-007	Remove exist. 12" AC water main	20	LF	Fifty One Dollars no cents	51.00	$ 1,020.00
2060-51-208	8" DIP water main	40	LF	One Hundred Nine Dollars no cents	109.00	$ 4,360.00
2060-51-212	12" DIP water main	20	LF	Two Hundred Fourteen Dollars no cents	214.00	$ 4,280.00
2080-11-307	8" Line stop	4	EA	Six Thousand One Hundred Dollars no cents	6,100.00	$ 24,400.00
2080-11-308	Transition coupling, AC to DIP, 8"	2	EA	Five Hundred Dollars no cents	500.00	$ 1,000.00
2080-11-407	12" Line stop	3	EA	Eight Thousand Seven Hundred Dollars no cents	8,700.00	$ 26,100.00

Subtotal Bid — Cone Rd Infrastructure Improvements (MIRA)	**One Million One Hundred Four Thousand One Hundred Thirty Dollars no cents**	**$ 1,104,130.00**
GRAND TOTAL BID — CONE RD DRAINAGE & SIDEWALK IMPROVEMENTS / CONE RD INFRASTRUCTURE IMPROVEMENTS	**Two Million Two Hundred Twenty Eight Thousand Five Hundred Fifty Three Dollars and Forty Cents**	**$ 2,228,553.40** ~~$ 2,351,553.40~~

RB

VENDOR NAME DP Development of the Treasure Coast, LLC

PRINTED SIGNATURE Patrick Borrico

AUTHORIZED SIGNATURE

PHONE # 321-632-1575 FAX# 561-650-1334 DATE March 22, 2018

EMAIL ADDRESS pat@dpdevelopment.net

Electronic Price sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD/Flash Drive and included with bid submittal. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid.

DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

$ 68,760

City of Cocoa
65 Stone St
Cocoa FL 32922

CFN 2017156058, OR BK 7945 PAGE 2712.
Recorded 07/26/2017 at 11:57 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, made and entered into 11 day of July, 2017 by and between the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the COUNTY plans to construct sewer system, water quality and drainage improvements, and sidewalk installation within the Cone Road Commercial Park within Merritt Island; and

WHEREAS, the CITY desires to have their existing utilities (potable water mains) removed and relocated, that in certain locations conflict with the COUNTY's construction of the sewer system, water quality and drainage improvements and sidewalk installation, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY desires to work with the CITY to remove and relocate the water mains that are in conflict within the PROJECT area; and

WHEREAS, the PROJECT will be performed in conjunction with the construction of the sewer system, water quality and drainage improvements, and sidewalk installation to promote efficiency, to prevent unnecessary duplication of effort, and to prevent further inconvenience to the citizens of Merritt Island, Brevard County; and

NOW THEREFORE, the COUNTY and CITY covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

2. Statutory Authority: This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, made and entered into 11 day of July, 2017 by and between the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the COUNTY plans to construct sewer system, water quality and drainage improvements, and sidewalk installation within the Cone Road Commercial Park within Merritt Island; and

WHEREAS, the CITY desires to have their existing utilities (potable water mains) removed and relocated, that in certain locations conflict with the COUNTY's construction of the sewer system, water quality and drainage improvements and sidewalk installation, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY desires to work with the CITY to remove and relocate the water mains that are in conflict within the PROJECT area; and

WHEREAS, the PROJECT will be performed in conjunction with the construction of the sewer system, water quality and drainage improvements, and sidewalk installation to promote efficiency, to prevent unnecessary duplication of effort, and to prevent further inconvenience to the citizens of Merritt Island, Brevard County; and

NOW THEREFORE, the COUNTY and CITY covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

2. Statutory Authority: This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

3. Project: The CITY and the COUNTY agree that the construction of the PROJECT shall be in conjunction with the COUNTY'S sewer system, water quality and drainage improvements, and sidewalk installation. The PROJECT shall be performed by the Contractor awarded the construction contract of the COUNTY'S Cone Road Drainage and Sidewalk/Infrastructure Project.

4. Approval of Plans: The CITY shall have the opportunity to review and approve all plans and specifications prior to any construction being undertaken by the COUNTY. The COUNTY shall be responsible for ensuring that any plans which are submitted to the CITY shall be submitted in a timely fashion. Whenever plans are submitted to the CITY for review, the CITY shall return said plans in "marked up" form with comments to the COUNTY within fourteen (14) calendar days. If the CITY does not return the "marked up" plans and comments within fourteen (14) calendar days, the CITY's right to approve is forfeited and the COUNTY shall continue with the PROJECT using its best judgment.

5. Financial Contribution to the PROJECT: The CITY shall deposit funds with the COUNTY, within Fourteen (14) calendar days of the COUNTY'S acceptance of the award amount, in the amount of the actual bid cost plus 10% or $85,342.00, whichever is less, which includes a 10% contingency of the PROJECT, as depicted on Exhibit "A", which is attached hereto and deemed fully incorporated herein by this reference. If the award amount of the PROJECT is greater than $85,342.00, the CITY shall deposit the difference with the COUNTY within thirty (30) calendar days of contract execution with the Contractor by the COUNTY.

6. CITY'S Separate Financial Responsibility: The CITY shall be financially responsible for any and all costs in excess of the PROJECT Cost Estimate, Exhibit "A" for the construction of the PROJECT; and any additional engineering costs, permit costs/fees, contractor supervision, technical services incurred as a result of the construction of the PROJECT.

   The CITY may review and approve change orders prior to COUNTY execution. The COUNTY will provide change orders to the CITY, and the CITY shall provide any review comments or approval within five (5) calendar days. If the CITY does not provide review comments or approval within five (5) calendar days from the date of receipt of the change order to the CITY, the COUNTY may proceed in the best interest of the PROJECT and approve the change order. The CITY has the right to refuse any costs that it deems inappropriate and provide that portion of the PROJECT itself. Nothing herein shall release the CITY from Financial responsibility for payment of costs incurred by the COUNTY as a result of construction of the PROJECT described herein.

7. Lead Agency: The CITY agrees that the COUNTY shall be the lead agency to perform all work on the PROJECT. The COUNTY shall have the authority to enter into appropriate contract (s) with contractor (s) to perform work on the PROJECT in compliance with Florida Statutes.

8. Review Meetings: The CITY shall have the right to have a representative present at any construction site meetings which shall be set at such time and place as the COUNTY deems appropriate. The COUNTY shall provide five (5) day advance notice of date, time, and location unless an emergency meeting is required, in which case all best efforts shall be made to contact the CITY's designated representative on the PROJECT.

9. Notices: All notices required under the agreement shall be in writing and delivered to the parties by United States mail, as follows:

   a. CITY Representative
      George R. Toler
      Engineering Supervisor
      351 Shearer Blvd.
      Cocoa, FL 32922

   b. COUNTY Representative
      Tammy Thomas-Wood
      Support Services Manager
      2725 Judge Fran Jamieson Way, Suite A-201
      Viera, FL 32940

10. Final Approval: The CITY shall approve the construction of the PROJECT if the work is in substantial compliance with the plans previously approved by the CITY and provided to the COUNTY. The CITY shall not unreasonably withhold final approval.

11. Precedence: The COUNTY and the CITY agree that the COUNTY'S roadway drainage improvements have precedence over the PROJECT.

12. Repairs and Maintenance: Upon acceptance of the PROJECT by the CITY, the CITY shall thereafter maintain the utilities and make all necessary changes, repairs and replacements to such utilities and any improvements to it. Upon acceptance by the CITY, the COUNTY shall have no further responsibility for any further construction or modifications/changes or maintenance/repair of the utilities.

13. Responsibilities; Contractor Indemnity and Insurance

   (a) The COUNTY and CITY shall each be responsible for their own actions and the actions of their respective employees and contractors in connection with this Agreement. Nothing in this Agreement, express or implied, is intended to be nor shall be constructed as a waiver or limitation of the COUNTY'S or the CITY'S right to sovereign immunity under Section 768.28, Florida Statutes or other applicable provisions of law.

   (b) The COUNTY shall require any third party contractor performing work referenced in the Agreement including, but not limited to the work required to complete the PROJECT, to maintain general liability insurance with at least one million dollars ($1,000,000.00) of insurance coverage. The COUNTY shall require any such third party contractor (s), in the construction contract, to indemnify and hold harmless the COUNTY and the CITY from and against any claims, liability, damages, expenses, proceedings, judgements, and causes of action of any kind and/or nature arising out of or connected with the third party contractor's performance of work contemplated by

the Agreement ("Claims"). In additions, the third party contractor shall, prior to commencing any work under the construction contract, provide a current certificate of insurance and endorsement listing the COUNTY and the CITY as additional named insureds under the general liability policy to cover any such Claims.

14. 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 fees and costs.

15. Default: Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

16. Severability: If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceable shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

17. Entirety: This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

18. Effective Date: The effective date of the Agreement shall be the date on which the last signature required to execute this Agreement is attached.

19. No Third Party Beneficiaries: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, express or implied, is intended to be nor shall be a conferring upon or giving any person or entity any right, remedy or claim by reason of this Agreement or any provisions or conditions hereof, including any provisions or conditions hereof that may be implied or suggested in equity, and only the express parties to this Agreement and their respective designated representatives, successors and assigns shall have any rights under this Agreement.

20. Applicable Law: This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

21. Binding Effect: Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

22. Recording: Upon execution of the Agreement, the CITY shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded Agreement to the COUNTY'S Representative.

23. Venue: Venue for any 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.

24. Termination Clause: The COUNTY or the CITY shall have the right to terminate this Agreement by furnishing written notice as provided in paragraph (9). However, paragraphs (5) and (6) of this Agreement shall be adhered to in so far as the COUNTY shall be compensated for any portion of the PROJECT that has been completed through this Agreement prior to any termination.

IN WITNESS WHEREOF, we have set our hands and seals.

ATTEST:

City Clerk

CITY OF COCOA:

John Titkanich, City Manager
Date 7/19/17

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY

Curt Smith, Chairman
As approved by the Board on: 7/11/17

Reviewed for Legal Form and Content

Assistant County Attorney

Exhibit "A"

Engineer's Estimate of Probable Cost

Cone Road Drainage and Sidewalk Improvements

Bussen-Mayer File # 388006 drain water$ Date: 06/26/17

City of Cocoa Utilities Dept.

Item No.	Qty.	Unit	Item	Unit $	Extended $
2055-11-404	4	EA	Bend, 45°, 4"	200.00	800.00
2055-11-412	4	EA	Bend, 45°, 12"	900.00	3,600.00
2060-16-002	28	LF	Remove exist. 4" AC water main	18.00	504.00
2060-16-006	35	LF	Remove exist. 12" DIP water main	12.00	420.00
2060-51-204	28	LF	4" DIP water main	40.00	1,120.00
2060-51-212	35	LF	12" DIP water main	60.00	2,100.00
2080-11-207	2	EA	4" Line stop	4,000.00	8,000.00
2080-11-208	2	EA	Transition coupling, AC to DIP, 4"	300.00	600.00
2080-11-407	2	EA	12" Line stop	6,000.00	12,000.00
				Subtotal	$29,144
				10% Contingency	$2,914
				Total Estimated Cost	**32,058**

Engineer's Estimate of Probable Cost

Cone Road Infrastructure Improvements (MIRA)

Bussen-Mayer File # 394002 water$ Date: 06/26/17

City of Cocoa Utilities Dept.

Item No.	Qty.	Unit	Item	Unit $	Extended $
2055-11-408	8	EA	Bend, 45°, 8"	450.00	3,600.00
2055-11-412	4	EA	Bend, 45°, 12"	900.00	3,600.00
2060-16-004	40	LF	Remove exist. 8" AC water main	20.00	800.00
2060-16-007	20	LF	Remove exist. 12" AC water main	22.00	440.00
2060-51-208	40	LF	8" DIP water main	50.00	2,000.00
2060-51-212	20	LF	12" DIP water main	60.00	1,200.00
2080-11-307	4	EA	8" Line stop	4,500.00	18,000.00
2080-11-308	2	EA	Transition coupling, AC to DIP, 8"	400.00	800.00
2080-11-407	3	EA	12" Line stop	6,000.00	18,000.00
				Subtotal	$48,440
				10% Contingency	$4,844
				Total Estimated Cost	**53,284**

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

Date: July 18, 2017

To: Carie Shealy, MMC
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org
Fax: (321) 433-8455

RE: Interlocal Agreement Cone Road Utilities

Quantity	Description
3	Interlocal Agreement Cone Road Utilities

These are transmitted:

_____ For Approval

_____ For review and comments

_____ For your information

_____ For execution

_____ As requested

__X__ For recordation with the Clerk

REMARKS: Please incorporate the signature page from the City of Cocoa into the enclosed Interlocal Agreement. Please record 1 fully executed Interlocal Agreement in the official Public Records with the Clerk of Court (Scott Ellis). Upon recordation by the City, please return at least 1 original Interlocal Agreement to my attention: Jeanette Scott.

Thank you

Jeanette Scott

Jeanette Scott
Public Works Contracts Administrator

RESOLUTION NO. 2018-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE CONE ROAD DRAINAGE AND SIDEWALK IMPROVEMENTS AND CONE ROAD INFRASTRUCTURE IMPROVEMENTS PROJECTS, PROJECT NO. WS17CD, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT (10%) CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on October 10, 2018, the City Council authorized the City Manager to proceed with the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements, Project No. WS17CD, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Cone Road Drainage and Sidewalk Improvements and Cone Road Infrastructure Improvements, Project No. WS17CD, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $108,213 and allows for a 10% contingency in the amount of $10,821 set aside for possible change orders, for a total of $119,034 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 10th day of October, 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2018-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 1

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER

REQUESTING DEPARTMENT #: Utilities/4055 DATE PREPARED: 09/25/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 119,034)	421-4010-536.39-00		Contingency	$ 1,570,295	$ 1,570,295	$ 1,451,261	$ 1,451,261
$ 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
($ 119,034)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 119,034	421-4025-536.46-00	WS17CD	Repairs & Maintenance	$ 3,261,500	$ 3,261,500	$ 3,380,534	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 119,034	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Adjustment required to fund the relocation/replacement of water mains within the Cone Road drainage and sidewalk improvements and infrastructure improvements, Project No. WS17CD. This work is being done in conjunction with Brevard County's storm drainage, sewer system, and water quality improvements project. Because it was not known when Brevard County was moving forward with the project, it was not included as part of our budget. Staff received the construction bid costs on Monday, September 24, 2018. Agenda File ID #18-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-089

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/25/18	Norma Hernandez	10/1/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.10.01 10:10:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/25/18	John "Jack" Walsh	10/1/18	Lora Howell Digitally signed by Lora Howell Date: 2018.10.01 10:19:00 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-473	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/25/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Authorize the City Manager to execute an Interlocal Cost Share Agreement known as: “Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Number: SOIRL 18-14” as modified by the City Attorney. Approve a Resolution Amending the FY2019 Budget, accepting Stormwater Reserves Revenue. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Church St Baffle Box Contract Draft Project Summary.pdf Resolution Amending FY 2019 Budget.pdf BAF 19-005-PW-SOIRL (10-10-18)~ Agenda 18-473 - FY19 rev1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2018
Agenda Date: October 10, 2018
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif, P.E. Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to execute an Interlocal Cost Share Agreement known as: “Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Number: SOIRL 18-14” as modified by the City Attorney. Approve a Resolution Amending the FY2019 Budget, accepting Stormwater Reserves Revenue.

BACKGROUND:

The Stormwater Division has recently completed the installation of a large Stormwater Baffle Box on Church Street east of Delannoy Avenue. This Baffle Box project reduces nutrient content of stormwater flowing from the downtown area into the Indian River Lagoon. The Save Our Indian River Lagoon (SOIRL) has 2018 funding available to assist municipalities in stormwater projects that improve water quality to the lagoon. The total cost of the project was $303,464.20. Based on the amount of Nitrogen removed (237 pounds per year), the city was offered a grant amount of $20,856 to offset its construction costs. The attached interlocal agreement must be executed prior to October 31, 2018.

The county agreement submitted for city approval reflects a Scrutinized Company Certification that has recently been updated due to recent changes in the law. The version executed by the city's contractor was the version consistent with the law in effect at the time of the bid. The inconsistencies between the two versions will be resolved by the City Attorney and the County Attorney. It is possible that Section 24 of the attached contract may be modified for consistency at the request of the City Attorney. After these changes are made, the City Manager will execute the contract as required.

Due to the timing of the project and technology available a higher nitrogen removal box was installed than originally contemplated in the SOIRL plan. The City will be eligible to re-submit the remaining removal credits in FY 2019 for additional grant proceeds in the estimated amount of $39,080.80. The City also previously received $56,634.20 in grant proceeds from the SJWMD for the same project.

STRATEGIC PLAN CONNECTION:

This project addresses environmental issues to improve water quality in the Indian River Lagoon, which will result in positive economic impacts to the city.

BUDGETARY IMPACT:

Shared Revenue from Other Local Units
423-0000-338.10-02
$20,856.

Stormwater Fund Balance-Reserves
423-0000-389.99-50
($20,856)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize the City Manager to execute an Interlocal Cost Share Agreement known as: "Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Number: SOIRL 18-14" as modified by the City Attorney. Approve a Resolution Amending the FY2019 Budget, accepting Stormwater Reserves Revenue.

SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF COCOA, FLORIDA.

AGREEMENT NUMBER: SOIRL 18-14

THIS AGREEMENT ("Agreement") is made and entered into on this _____day of _____, 2018 by and between the Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Cocoa, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, the COUNTY has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance no. 2016-15, ("the Ordinance") imposing a one half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that if approved in said referendum, said one half cent discretionary infrastructure sales tax shall be imposed and collected countywide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levying of the one half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been included and approved by the County Commission as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

For value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.
This Agreement incorporates all of the following:
a. The Recitals set forth above;
b. The Agreement;
c. Attachment A – Statement of Work;
d. Attachment B – Project Progress Report Form;
e. Attachment C – Reimbursement/Invoice Form;
f. Attachment D – Recipient's Certification of Payment Form; and
g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.
In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.
a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than 45 days prior to the contracted Completion Date. Timely requests to extend for longer than six months may only be approved by the Board of County Commissioners. Requests to extend for less than six months may be approved by the County Manager or his/her designee.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.
a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by

the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the project, which is eligible for reimbursement under this Agreement, does not begin within 180 days of the Effective Date, or if the invoice for non-construction projects is not submitted within 270 days of the Effective Date, the cost-share agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

a. The Project Managers listed below shall be responsible for overall coordination and management of the project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

COUNTY	CITY
Brandon Smith	Ed Wegerif
Project Manager	Director of Public Works
Department of Natural Resource Management	City of Cocoa
2725 Judge Fran Jamieson Way, Building A	155 North Wilson Street
Viera, Florida 32940	Cocoa, FL 32922
321-633-2016	321-433-8777
Email: brandon.smith@brevardfl.gov	E-mail: ewegerif@cocoafl.org

b. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the project. The COUNTY'S Project Manager may authorize minor changes in the project that the parties agree are not inconsistent with the purpose of the project, do not affect the COUNTY'S cost-share funding amount, the project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

c. Should additional funding be acquired from sources other than the Indian River Lagoon Surtax, the County and City Managers are authorized to sign amendments to this Agreement only if such additional funding: (1) reduces the lagoon tax funding amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the project, as described in the **Statement of Work, Attachment A**. The CITY is responsible for the professional quality, technical accuracy, and timely completion of the project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor,

and other facilities and equipment necessary to complete the project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the project, the CITY will provide the COUNTY a written statement indicating that the project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on progress of the project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S **Project Progress Report Form, Attachment B**. CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. For as long as the project is operational, the COUNTY shall have the right to inspect the operation of the project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the project.

Section 8. Amount of Funding.

a. For satisfactory completion of the project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form**, **Attachment E.** This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the project are secured by the COUNTY from external revenue sources and approved for allocation to this project by the County Commission or their duly authorized representative.

b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the project during the term of this Agreement. The CITY shall be responsible for payment of all additional costs necessary to ensure completion of the project.

c. During Contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the project, and an estimate of project costs as defined below in section e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project

Costs minus external matching funds for the project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The CITY is responsible for owning, operating and maintain the project for the typical operating life of the project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on a quarterly basis for reimbursable expenses by one of the following two methods: (1) By mail to the Brevard County Department of Natural Resource Management, Brandon Smith, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (2) By e-mail to brandon.smith@brevardfl.gov. If an option is not selected in this paragraph, the default invoicing basis will be quarterly.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in **Eligible Tax Funding Cost Share Form**, **Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitation, if applicable.

f. The COUNTY'S fiscal year ends on September 30. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30 satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the project or October 30th if the City's final payment is made between September 15th and 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the project agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not

reimbursed in the current fiscal year due to slippage in the project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the project schedule.

Section 14. Liability and Insurance.
Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. The CITY accepts all risks arising from construction or operation of the project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

Section 15. Funding Contingency.
a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon ½ cent surtax; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.
a. Should the CITY fail to complete the project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the project due to

circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the project has not been completed within thirty (30) days after the Completion Date, the CITY shall provide the COUNTY with notice regarding its intention as to completion of the project. The parties shall discuss the status of the project and may mutually agree to revise the time for project completion or the scope of the project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm or hurricane, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemic, (k) strikes, or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty (30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

Section 18. Assignment.
The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.
a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is entitled to receive under the Agreement; and/or (6) the CITY has received contributions amounting to more than one hundred percent (100%) of the project cost through cumulative public agency cost-share funding.

Section 20. Dispute Resolution.
The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and shall then be subject to judicial review upon completion of the project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For

civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

Section 22. Permits.
The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the project and shall include this requirement in all subcontracts pertaining to the project. The CITY shall obtain any and all governmental permits necessary to implement the project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.
The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the project. The CITY is solely responsible for accomplishing the project and directs the means and methods by which the project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.

a. The CITY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement at its sole option if the CITY or its subcontractors are found to have submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

e. The CITY agrees to indemnify the COUNTY for any and all actions or penalties that may arise

should the CITY improperly contract with a "scrutinized company."

Section 25. Local Preference Limitations.
The CITY is responsible for ensuring that "local preference" is only utilized in the hiring of contractors when legally permitted. If the source of funds for this cost-share in any way restricts the use of "local preference," the COUNTY has the responsibility to put the CITY on notice. If put on notice, the CITY agrees to indemnify the COUNTY for any and all actions or penalties that may arise from the unpermitted use of "local preference."

Section 26. Public Entity Crime.
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 ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 27. Public Records.
Records of the CITY that are made or received in the course of performance of the project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 28. Royalties and Patents. The CITY certifies that the project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and CITY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Brevard County Board of County Commissioners

By: _____
Rita Pritchett, Chair
As Approved by the Board on May 23, 2017

Cocoa, Florida

By: _____
Name: _____
Title: _____

Date: _____

Draft Copy
Do Not Sign

Attest
By: _____
Scott Ellis, Clerk

Reviewed for legal form and content
By: _____
Christine Valliere, Assistant County Attorney

ATTACHMENT A
STATEMENT OF WORK

PROJECT TITLE: City of Cocoa Church Street Type II Baffle Box

PROJECT LOCATION: Church St east of Florida Ave

PROJECT BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. The City of Cocoa has begun planning and implementing projects for the North IRL BMAP by compiling projects necessary to reach the TMDL. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL. This area has no stormwater treatment before flowing to the Indian River Lagoon. An expansion is being looked into in order to increase the basin to treat flows on Delannoy Ave and add Bold and Gold Filter to increase nutrient removal.

PROJECT DESCRIPTION: Install a Generation 2 Nutrient-removing Baffle Box on a 60" outfall. Location is on Church St between Brevard and Delannoy Ave.

TASKS and DELIVERABLES: Construct Baffle Box and provide as-built drawings. No analytical water quality monitoring is anticipated

Task #1: Design and Permitting
Task Description:.N/A

Task #2 Construction of Project
Task Description: Construct a Generation 2 Nutrient Removal Baffle Box at 60" outfall on Church St. Cocoa, FL

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting		
2	Construction of Project	February 2018	September 30, 2018

Estimated Reimbursement Schedule: Project reimbursements will be requested quarterly.

Task #	Quarter #4/2018	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
1									
2	$20,856								

Deliverables: Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust:

☒ This project is included in the City's FY 2017-2018 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. However, the funding allows for additional projects to be completed, which are beneficial in the restoration of the Indian River Lagoon.

☒ Other:

Project was scheduled, however was delayed for redesign to capture additional Drainage Basin area from Delannoy Ave. and inclusion of Bold and Gold Filter.

ATTACHMENT B

SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM

Date: _____ **Report Number:** _____

Project Information

Project Name:	
Recipient Name:	

Contract Number:		County Project Manager Email:	
Nitrogen Reduction Benefit (lbs/yr)		County Project Manager Phone:	
Phosphorus Reduction Benefit (lbs/yr)		Recipient's Email:	
TSS Reduction Benefit (lbs/yr)		Recipient's Phone:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:		Expended This Period:	
Expended To-date:		Percent Budget Expended:	
Contract Amount:		Percent Cost Share:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish	Complet	Date
1	Permitting				
2	Engineering				
3	Construction				

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment C - Detail Sheet

Save Our Indian River Lagoon Cost-Share Program
Invoice for Reimbursement

RECI□IE□T□S □AME□				
RECI□IE□T□S EMAIL□				
□RO□ECT □AME□				
AGREEME□T □O□				
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CO□TRACTED LAGOO□ TA□ COST SHARE AMO□□T□				
C□RRE□T REIM□□REME□T AMO□□T RE□□ESTED□				

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES/ CATEGORY OF EXPENDITURE	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	PREVIOUS REIMBURSEMENT AMOUNT	CURRENT REIMBURSEMENT AMOUNT
1									
2									
3									
4									
5									
□									
7									
8									
9									
10									
11									
12									
			TOTALS□					□ □	□ □

Attachment D

Recipient's Certification of Payment Request

I, _____ ,

(Print name of Recipient's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify for
(Print name of Recipient)

SOIRL Agreement No. _____ and Payment Request No. _____that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	City of Cocoa
Project Name:	Church St Type II Baffle Box
Agreement Number:	18-14

Estimated Project Cost-Share Table

Task Number	Task Description	Task Cost	**Grant 1 (319)	Grant 2 (FDEP/Legislature)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Permitting	$ -	$ -	$ -	$ -		$ -
2	Engineering	$ -	$ -	$ -	$ -		$ -
3	Construction	$ 233,455.00	$ 13,900.00		$ 56,634.20	$ 20,856.00	$ 142,064.80
4	Monitoring		$ -	$ -	$ -		$ -
	Total	$ 233,455.00	$ 13,900.00	$ -	$ 56,634.20		$ 142,064.80

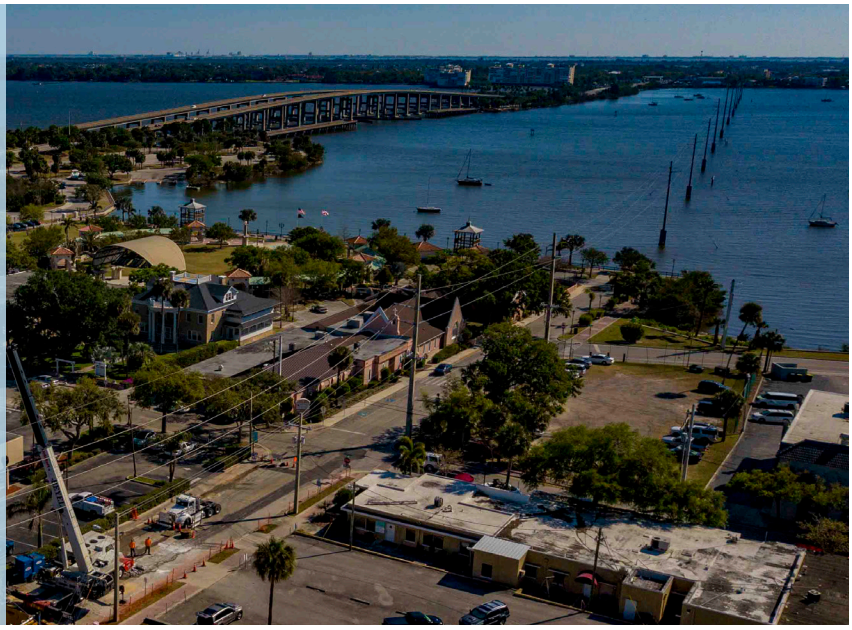
** If approved by the DEP

Funding Eligibility Calculation	
Project Type	Stormwater Traditional BMP
BMP Type (If stormwater)	Second Gen Baffle Box
Pounds of Nitrogen Reduction	237
Eligible Cost Share per Pound	$ 88.00
Eligible Tax Funding Cost Share	$ 20,856.00
Reduction so Sum of Grants does not exceed Project Cost	$ -
Eligible Lagoon Tax Cost Share, Adjusted	$ 20,856.00
Percent Cost Share to be contributed by the Lagoon Tax	9%

Indian River Lagoon Restoration Project

Cocoa Village Negates Lagoon Nutrient Pollution

Client / Owner	City of Cocoa, FL
Distributer	Ferguson Waterworks
Contractor	DP Development of the Treasure Coast LLC
Engineer	QLH Associates
Concrete	Lindsay Precast Concrete
Project Scope	• NSBB™ Model 10 - 16 with integrated Bold & Gold Upflow Filter
Project Dates	Fall 2016 – March 2018
NSBB™ Install	March 13th – 14th, 2018



Overview of the Church St Nutrient Separating Baffle Box® (NSBB™) installation site, Cocoa, FL

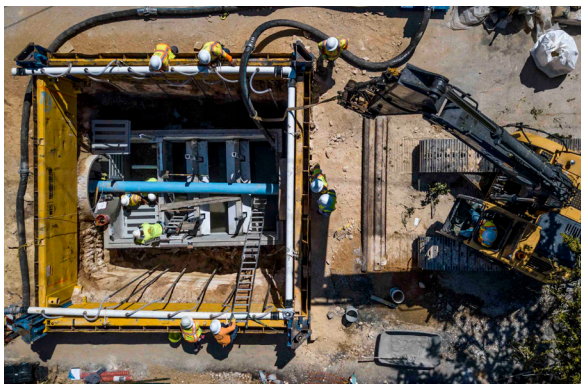
Overview

The US National Estuary Program (NEP) identifies estuaries of national significance that are threatened by the risk of pollution, developmental disruption and overuse. The 156 mile Indian River Lagoon (IRL) is one of 28 estuaries identified by the NEP currently impacted by said issues. Plagued by heavy nutrient pollution and land disruption issues, the lagoon has become overwhelmed by algae blooms, brown tides, fish kills, muck propagation and habitat loss. The decline of the lagoon can be largely attributed to nonpoint source pollution transported via stormwater runoff causing eutrophication. Trash and fertilizer washouts, septic tank leakage, hydrocarbon infiltration and pet waste buildup are among the top factors contributing to the decline of native species within this fragile ecosystem.

Amidst the lagoon's escalating decline, the counties of Brevard, Volusia, St Lucie, Martin and the Indian River County Coalition along with the St John's River and South Florida Water Management Districts and Florida DEP, formed the Indian River Lagoon National Estuary Program Council to implement projects strategically targeted toward reducing total nitrogen and phosphorous loads by a combined 900,000lbs by 2028. One specific nutrient reduction project involved installing a Nutrient Separating Baffle Box® with integrated biosorption media upflow filter, at Church St in Cocoa, FL. This system will play a pivotal role in eliminating large portions of nonpoint source pollution, before reaching the Indian River, by leveraging the capabilities of the NSBB™ and filtration media to accelerate its revitalization, ensuring its future health and prosperity.



View of the Indian River at the Church Street outfall in Cocoa Village. The river water has become discolored from brown tides and algae due to nutrient heavy stormwater runoff.



Top view of model 10-16 NSBB™ within Church St.

Indian River Lagoon Restoration Project
Church Street NSBB™ + UFF Implementation

Cocoa Village's Nutrient Neutralizer NSBB™

Plans for the Church St NSBB™ began in June of 2017 when project engineering firm QLH Associates surveyed the Cocoa Village drainage basin and determined the Church St outfall to be a focal point for pollution discharge into the Indian River. Therefore, by installing the NSBB™ in line with the existing drainage system prior to this termination point, basin runoff can be filtered of contaminates prior to discharge, drastically lowering nutrient pollution impacts in the Indian River Lagoon. In order to assure maximum nutrient removal, the model 10-16 NSBB™ utilizes a custom end chamber filtration system filled with Bold & Gold® biosorption activated media. Bold & Gold® media forms sorbent surface bonds with water molecules, effectively establishing a media nutrient cycle that actively captures any nutrients via biological consumption, resulting in denitrification.



Installation personnel work on completing the upflow filtration chamber plumbing prior to installing the Bold & Gold® Media.

Pollution Prevention Preparations to Save Our Lagoon

The Nutrient Separating Baffle Box® or NSBB™ is an advanced multi stage hydrodynamic separator that specializes in online sediment and nutrient capture without associated headloss and scouring. Both designed and manufactured by Suntree Technologies Inc®, the Church St NSBB™ includes a patented screen system used to capture and store debris in a dry state, minimizing nutrient leaching, septicity and affording an easier maintenance method. A SkimBoss® Floating Skimmer amplifies the effects of the included Hydro-Variant Technology®, bolstering pollutant capture potential and detention time. The incorporation of a custom upflow filtration box containing Bold & Gold® Media, allows the system to drastically increase its nutrient removal effectiveness and promote denitrification, significantly reducing the estimated 5,200lbs of phosphorus and 26,000lbs of nitrogen flowing through Cocoa outfalls to a fraction annually.



Setting of the NSBB™ top section within the Church Street trench in Cocoa Village.

Installation personnel gathered in Cocoa Village on 3/13/18 at Church St to begin the installation of the model 10-16 NSBB™. The installation process spanned two days to complete successfully without any hindrances. The success of the Church St NSBB™ is another important step in the progression toward restoring a prized national estuary, realized by the efforts of DP Development of the Treasure Coast, QLH Associates, Lindsay Precast Concrete, Ferguson Waterworks, Suntree Technologies Inc®, the City of Cocoa and the IRLNEP. Their efforts to mitigate the nutrient pollution and eutrophication ravaging throughout the Indian River Lagoon, will promote the increased propagation of native fauna and flora, resulting in a healthy and prosperous estuarine habitat for countless generations of wildlife, residents and visitors to live, explore and thrive far into the future.



The completion of this NSBB™ installation project will afford a vital and invaluable stormwater management system for the City of Cocoa, implementing another step in the IRL's recovery.

NSBB™ Distributed by:

FERGUSON®

"Specializing in Innovative Stormwater Management Solutions Since 1993"

RESOLUTION NO. 2018-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October 10th, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 5

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/03/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,856)	423-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 566,362	$ 593,769	$ 572,913	$ 872,913
$ 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
($ 20,856)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,856	423-0000-338.10-02		CHURCH STREET BAFFLE BOX	$ 0	$ 0	$ 20,856	$ 20,856
$ 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
$ 20,856	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Stormwater Division has recently completed the installation of a large Stormwater Baffle Box on Church Street east of Delannoy Avenue that will reduce nutrient content of stormwater flowing from the downtown area into the Indian River Lagoon. The Save Our Indian River Lagoon (SOIRL) has 2018 funding available to assist municipalities in stormwater projects that improve water quality to the lagoon. The total cost of the project was $303,464.20. Based on the amount of Nitrogen removed (237 pounds per year), the city was offered a grant amount of $20,856 to offset its construction costs. The City would like to execute an Interlocal Cost Share Agreement known as: "Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa. Agreement Number: SOIRL 18-14" as modified by the City Attorney. Approve a Resolution Amending the FY2019 Budget, accepting Stormwater Reserves Revenue. Agenda 18-473

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-093

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/3/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.03 09:34:22 -04'00')	10/3/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.03 10:51:32 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/3/18	Everett J. Wegerif	10/3/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.03 10:51:46 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-475	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	9/26/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Legal Description.pdf Exhibit B - Concept Plan.pdf CC Presentation 10-10-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2018
Agenda Date: October 10, 2018
Prepared By: Dodie Selig, Planning and Zoning Manager and Karen D. Hamilton, Community Services Director
Through: John A. Titkanich Jr., City Manager, AICP, ICMA-CM
Requested Action:
Council approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

BACKGROUND:

The initial development concept plans of the subject site coincided with a project owned by the City diagonally across the Florida Avenue/Rosa L. Jones Drive intersection from the subject property. That property, 915 Florida Avenue (formerly known as the Oaks Mobile Home Park), was acquired by the City in January of 2016. In November 2017, Bass Fletcher Associates, Inc. were engaged to conduct a Highest and Best Use Analysis of the property. The study determined medium sized townhomes were the highest and best use of the property. On December 12, 2017, the CRA voted to authorize staff to issue an RFP to seek redevelopment proposals for the property. The RFP was issued on Monday, January 22, 2018. On April 10, 2018, the CRA voted to recommend to the City Council the proposal submitted by The Villas of Cocoa Village.

powered by Legistar™

The subject property applicant had initially proposed a somewhat different concept plan than what is presented with this agreement, but the timing of the RFP process led to talks with the developer who was awarded the RFP and a new concept plan was brought to city staff. In initial discussions regarding this plan with the applicant it became clear that development of townhomes on this site would require a formal Development Agreement, both to address some site constraints as well as deficiencies in the code requirements based on the proposal. The applicant wishes to develop two (2) model homes on the site which needed to be included in the formal agreement.

Therefore, the applicant has requested a Development Agreement that will allow for future construction of up to 18 townhomes on the subject property. The site is arranged with 2 lots facing west onto Florida Avenue, 2 lots facing east on a stormwater greenspace, 10 lots facing Rosa L. Jones Drive (4 of which will face the sides of the first 4 lots and the rest will face the street) and 4 lots facing west with garages opening onto John Garren Lane. There will be a one-way alley running west to east along the north property line that will function as a common driveway for the units on lots 5 through 14. Because this is a shared driveway there will be no parking allowed outside the garage units.

As stated in the Development Agreement, the applicant seeks to obtain certain variances and waivers from the standards in the City Code and presents a “Concept Plan” that will be attached to the Development Agreement as an exhibit and that will guide future permitting. The Concept Plan will be binding on the Developer’s successors and assigns and the City, subject only to minor modifications at the platting and site plan stages. Accordingly, the Concept Plan was analyzed carefully with respect to both the subdivision and zoning codes.

Staff Analysis of Development Agreement

Home Rule Powers Development Agreements - Section 15-21

The Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes, grant to municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and permit the exercise of any power for municipal purposes, except when expressly prohibited by law. This statute is construed as to secure for municipalities the broad exercise of home rule powers granted by the Florida Constitution. In accordance with these broad powers, the City of Cocoa adopted Section 15-21 of the City Code, which authorizes the City Council to enter into development agreements pursuant to its home rule powers. Adoption or modification of a development agreement is determined to be a legislative act of the city in the furtherance of its power to zone, comprehensively plan, and regulate development within its boundaries. Sec. 15-20, City Code. Any such “Home Rule Powers Development Agreement” shall be subject to the standards in Section 15-21 of the City Code:

> **Sec. 15-21. - Home rule powers development agreements.**
> (a) Notwithstanding the city council's right to enter into statutory development agreements pursuant to F.S. ch. 163 and this chapter, the city council shall also have the right to enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Such agreements shall provide for terms and conditions deemed necessary by the city council. Any agreement may also provide for variances or waivers from any applicable land development

regulation of the city, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the city's comprehensive plan, and must serve the public health, safety, and welfare of the citizens and visitors of the city.
(b) The provisions contained in section 15-20 shall apply to any agreement entered into under this section.

Accordingly, any Home Rule Powers Development Agreement that provides for variances or waivers from any applicable land development regulation of the City, such as the requested Agreement, must demonstrate (1) a bona fide need for the variance or waiver; (2) significant enhancements to the subject property are being made to bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations; (3) consistency with the City's comprehensive plan; and (4) the development serves the public health, safety, and welfare of the citizens and visitors of the City.

The variances and waivers requested are listed in Section 6 of the proposed Development Agreement, categorizing the variance or waiver depending upon whether the deviation is from the CWOD regulations or Chapter 18 of the City Code on Subdivisions:

(a) Appendix A Zoning, Article XI, Section 22:

a. The maximum building height may be increased to 48 feet, provided that only a portion of the roof; a rooftop deck with partial covered lanai; optional outdoor kitchen; and stairwell and elevator to access the rooftop deck may be built above the 38-foot/3-story height limitation of the Cocoa Village Overlay. Except the stairwell and elevator, nothing else on the rooftop deck may be fully enclosed but may be screened.

b. The minimum lot depth permitted shall be 50.33 feet.

c. The minimum lot size permitted shall be 1100 square feet.

d. The lot coverage maximum shall be 95% of each lot.

e. The setback along Florida Avenue shall be 1 foot.

f. The minimum rear setback for each townhome lot shall be 5 feet.

g. The minimum required frontage buildout percentage shall be 25%.

h. The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.

(b) Chapter 18 Subdivisions:

a. To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City Code

as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;

b. Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and

c. Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

Bona Fide Need for Variances or Waivers

Development of the site is constrained by the size of property as well as the placement of two (2) very large Florida Power & Light concrete poles at the edge of the parcel facing Rosa L. Jones Dr. Because of the narrow right-of-way the poles are set almost against the property line of the developer's parcel. This blocks any building on the parcel set close to Rosa L. Jones from being oriented on the lot to actually front on the roadway as required under the CWOD. The Developer contacted FPL to inquire if the poles could be removed, however the cost to transfer the electrical service underground as well as the roughly year long delay to begin that process caused by damage inflicted to FPL facilities during Hurricane Irma in 2017 makes moving the poles infeasible. The Developer is therefore proposing to turn the townhome units that are required by the CWOD to face onto Rosa L. Jones by 90 degrees. Lots 3 and 4 will face east onto the open area containing the retention and a short court styled driveway will allow vehicle access to garages for those units as well as lots 1 and 2.

Because John Garren Lane was originally the location of the railroad tracks the orientation of buildings that built on adjoining parcels placed the rear of the building facing the train tracks and the front facing the street on the other side. This is true of the buildings directly to the east of the subject parcel. The townhomes on lots 15 through 18, were they to face east, would be facing the back entry of those commercial businesses. This reality has prompted the proposed site layout allowing those 4 units to face in the opposite direction from that called for under the CWOD regulations.

Building type

The subject property is in the Cocoa Waterfront Overlay District (CWOD) - Cocoa Village Sub-district. The project will be developed using the "Townhouse" building type from the CWOD regulations.

The minimum site requirements are as follows:

	Required	Provided
Lot Width	16 ft. min	22 ft.
Lot Depth	80 ft. min	50.33 ft.
Lot Size	1,600 sq.ft. min	1100 sq.ft.
Lot Coverage	60% max	95%
Frontage Buildout	90% min	25%

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Side Setback	0 ft.	0 ft.
Rear Setback	15 ft. min	5 ft.
Street Setback - Florida Ave. and John Garren Ln.	5 ft. min 10 ft. max	1ft. on Florida Ave.
Street Setback - Rosa L. Jones Dr.	10 ft. min 20 ft. max	80 ft.

Proposed Enhancements

While a development agreement can be a vehicle for the granting of variances and / or waivers from land development regulations there must also be significant project enhancements that provide something above and beyond the minimum requirements of the code.

To address this the developer will be providing 7 additional on-street parking spaces along Rosa L. Jones Drive, designed in the same manner as other streetscaping already done by the City along Florida Avenue, including matching pavers to those used by the City. They will also construct a concrete sidewalk on the west side of John Garren Lane which does not have a sidewalk at the present time. The developer will be providing 2 streetlights along the Rosa L. Jones frontage that match those lights already installed in the streetscaping of Florida Avenue. The city code only requires 1 light based on the parcel frontage length, however the second light will provide a similar spacing as lighting along Florida Avenue. Other enhancements include lighted walkways within the site, pavers at the garage entries, underground utilities and energy efficient building fixtures.

Below is the enhancement list from the agreement:

(a) The Developer shall design, permit and construct the street scape as depicted on the Concept Plan on the north side of Rosa L. Jones Drive and on the east side of Florida Avenue and west side of John Garren Lane, which shall include the on-street parking and striping, installation of pervious pavers, and concrete sidewalk. Specifically, on-street parking shall include seven (7) public parking spaces on the north side of Rosa L. Jones Drive and three (3) existing public parking spaces on Florida Avenue. The construction of the on-street public parking spaces shall be conditioned upon a permit issued by the City and shall satisfy the requirements of the City Code.

(b) The Developer shall install two light poles in the right-of-way of Rosa L. Jones Drive to match the existing poles, subject to approval by Florida Power and Light.

(c) The Developer shall install solar powered or low-voltage, bollard-style internal security lighting along the walkways to add nighttime appeal and security;

(d) The Developer shall install pavers in the driveway apron for each individual townhouse unit (not including private shared driveways) that match or are similar to the same material finishes found in Cocoa Village;

(e) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City; and

(f) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

Consistency with the City's Comprehensive Plan

Policy 1.2.1.2:
Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.2.2:
The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

GOAL 3.7:
The City shall promote opportunities for the creation of housing and infill development within the City.

The Development Serves the Public Health, Safety, and Welfare

The proposed project will provide new residential opportunities within Cocoa Village in a fee-simple ownership. The smaller footprint, vertical design provides a more urban feel and functionality while the balconies and optional rooftop deck areas offer private outdoor amenities for the residents.

The proposed project has a maximum height of 3 stories and a total building height of 48 feet. The Cocoa Village Sub-district allows a maximum height of 5 stories or 62 feet for a residential use building. Had the project included a commercial use in addition to the residential, the potential maximum building height would have been 5 stories or 68 feet. Therefore, the proposed project will be shorter than the maximum height allowed on this property. In the context of the potential allowed development of the surrounding parcels, the maximum heights are the same for the surrounding parcels as they are for the subject site.

Concurrency

Staff has done a preliminary concurrency review of services required by the project. A final review will be completed with the Preliminary Subdivision application.

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 18 lots, the projected demand on the wastewater system is 5,742 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management
The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event: 25-year frequency/24-hour duration event
On-Site Stormwater Management: Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity: Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality: No significant degradation of water quality in receiving water bodies.

Potable Water
The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 18 proposed dwelling units the overall demand is 5,166 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste
The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with greenwaste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)
The minimum LOS for Rosa L. Jones Drive is ‘D’.

The Space Coast TPO Traffic Counts Report for 2016, indicates for the Rosa L. Jones segment, from SR520 to Rosa L Jones Drive the average annual daily traffic trips is 6090, and it is classified as a Minor Arterial Urban roadway. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 18 dwelling units, the development is projected to generate 175 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the SCTPO, there is sufficient capacity on SR501 (Rosa L. Jones) to support this development.

Recreation
The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City’s current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including

the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools
The Applicant will be required to submit a School Capacity Availability Letter with their Preliminary Subdivision Application. A full analysis will be provided at that time.

Next Steps
The agreement will be signed and recorded in the Official Records of Brevard County upon approval by Council. The developer will then need to submit a combined Preliminary Subdivision and Site Plan application.

Those applications, along with the Development Agreement, will allow the developer to begin construction of the project site work and infrastructure.

The last step in the process is the Final Subdivision application which is heard once by the City Council. This last piece is also called a Final Plat and once approved it is recorded in the Official Records of Brevard County. It is this final document that legally creates the individual lots for each townhome.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its special meeting on September 24, 2018 with a contingency to add an oak tree if possible.

RECOMMENDED MOTION:

Council approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

LEGAL:

LOTS, 2, 3, 4, 5 AND 6, BLOCK 20, TRAVIS ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF A VACATED STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE NORTH LINE OF POINSETT DRIVE, AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 20 OF TRAVIS ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE NORTH LINE OF POINSETT DRIVE, EAST 50 FEET TO THE WEST LINE OF THE OLD RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, THENCE RUN THE WEST LINE OF SAID RIGHT-OF-WAY NORTHWESTERLY TO ITS INTERSECTION WITH A PROLONGATION WITH THE NORTH LINE OF LOT 2, BLOCK 20, OF TRAVIS ADDITION TO COCOA AFORESAID, THENCE RUN THE PROLONGATION OF THE NORTH LINE OF SAID LOT 2 AFORESAID WEST 50 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2, THENCE RUN THE EAST LINE OF SAID LOT 2, AFORESAID SOUTHEASTERLY TO THE POINT OF BEGINNING.

CIVIL SITE DATA:

GENERAL STATEMENT

THIS PROJECT, LOCATED NEAR THE NORTH-EAST CORNER OF FLORIDA AVENUE AND ROSA L JONES DRIVE IN THE CITY OF COCOA, INCLUDES THE CONSTRUCTION OF A COMBINATION OF ONE, TWO AND THREE STORY TOWNHOME UNITS TO TOTAL 18 PROPOSED UNITS. AMONG OTHER ITEMS THE PROPOSED IMPROVEMENTS INCLUDE NEW WATER AND SEWER SERVICES CONNECTED TO THE EXISTING CITY OF COCOA INFRASTRUCTURE AND STORMWATER TREATMENT WITH A VOLUME DETERMINED BY THE CITY OF COCOA TO PROVIDE 1" OF TREATMENT VOLUME ACROSS THE SITE..

CONTACT INFORMATION

OWNER
120 BARNACLE BAY, LLC
JOHN HALEY
6022 FARCIENDA PL UNIT 101
MELBOURNE, FL 32940
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EMAIL: HALEYDEVCO@AOL.COM

CIVIL ENGINEER:
ERIN L. TRAUGER, P.E.
P.O. BOX 360253,
MELBOURNE, FL 32936-0253
TEL: 321-652-5316
E-MAIL: ERIN.TRAUGER@GMAIL.COM

SURVEYOR:
R.M.PACKARD AND ASSOCIATES
ROBERT PACKARD
197 BOUGAINVILLEA DRIVE STE D
ROCKLEDGE, FL 32955
TEL: 321-632-6335
EMAIL: PACKARDSURVEY@CFL.RR.COM

ARCHITECT:
PHIL KEAN DESIGNS
ROGER NEVES
912 WEST FAIRBANKS AVE
WINTER PARK, FL 32789
TEL: 407-599-3922
EMAIL: ROGER@PHILKEANDESIGNS.COM

SITE DATA

TOTAL ACREAGE: 1.04 ACRES
FUTURE LAND USE: MIXED USE
ZONING CLASSIFICATION: CBD
OVERLAY DISTRICT: COCOA WATERFRONT OVERLAY DISTRICT
F.I.R.M. #12009C 0430 G (3-14-14) FLOOD ZONE X
PARCEL ID : 2426326, 2426327, 2426328
TAX ACCOUNT NUMBER: 24-36-33-80-20-2, 24-36-33-80-20-4, 24-36-33-80-20-5
ADDRESS: 6 ROSA L JONES DRIVE, COCOA, FL 32922

TOWNSHIP: 24
RANGE: 36
SECTION: 33

SITE ITEM DESCRIPTION:	ALLOWED	PROPOSED
DENSITY(UNITS/ACRE)	25	17.3
LOT SIZE (SQUARE FEET)	1600*	1123 MIN PER DEVELOPERS AGREEMENT
LOT WIDTH(FEET)	16*	20
LOT DEPTH(FEET)	80*	50.33 MIN PER DEVELOPERS AGREEMENT

* - VALUES PROVIDED IN COCOA WATERFRONT OVERLAY DISTRICT REQUIREMENTS FOR TOWNHOMES

CALCULATED PROPOSED SITE COVERAGE	SF	ACRE	PERCENT
PROPOSED IMPERVIOUS:	33,750	0.77	74%
PROPOSED PERVIOUS:	11,553	0.27	26%
TOTAL GROSS AREA:	45,303	1.04	100%

VALUE OF EXISTING IMPERVIOUS PROVIDES THE SITE COVERAGE IS AT 85%
MAXIMUM LOT COVERAGE SHALL BE 95% PER DEVELOPERS AGREEMENT
OVERALL IMPERVIOUS VALUE OF DEVELOPMENT NOT TO EXCEED ORIGINAL 85% COVERAGE

BUILDING DATA

BUILDING ITEM DESCRIPTION:	ALLOWED	PROPOSED
FLOOR TO AREA RATIO:	4.5 MAX	2.8
FLOOR AREA (SQUARE FEET):	600*	900
HEIGHT (FEET):	3 STORY MAX*	48', 3 STORY MAX WITH ROOFTOP PATIO PER DEVELOPERS AGREEMENT
LENGTH (FEET):	200 MAX	132.67
FRONTAGE BUILDOUT	90%*	25% PER DEVELOPERS AGREEMENT

* - VALUES PROVIDED IN COCOA WATERFRONT OVERLAY DISTRICT REQUIREMENTS FOR TOWNHOMES

PARKING SPACE CALCULATIONS

PARKING REQUIRED:
TOWNHOME PARKING REQUIREMENTS ARE 2 SPACES PER UNIT
18 UNITS AT 2 SPACES PER UNIT= 36 SPACES

PARKING PROVIDED:
2 PARKING SPACES PER TOWNHOME INCLUDING TWO GARAGE SPACES FOR EACH UNIT

TOTAL SPACES :
36 SPACES REQUIRED
36 SPACES PROVIDED

FIRE FLOW CALCULATIONS

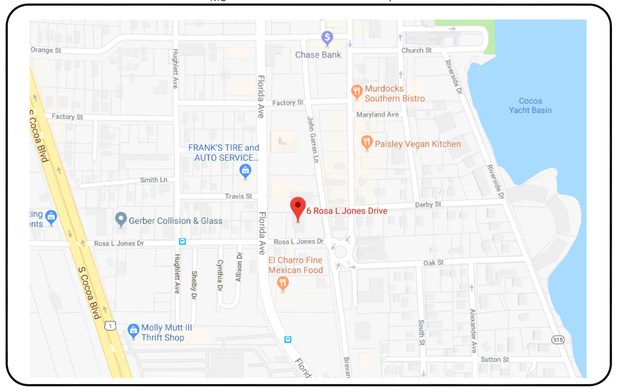
CONSTRUCTION TYPE: V
NEW BUILDING: 5,975 SF

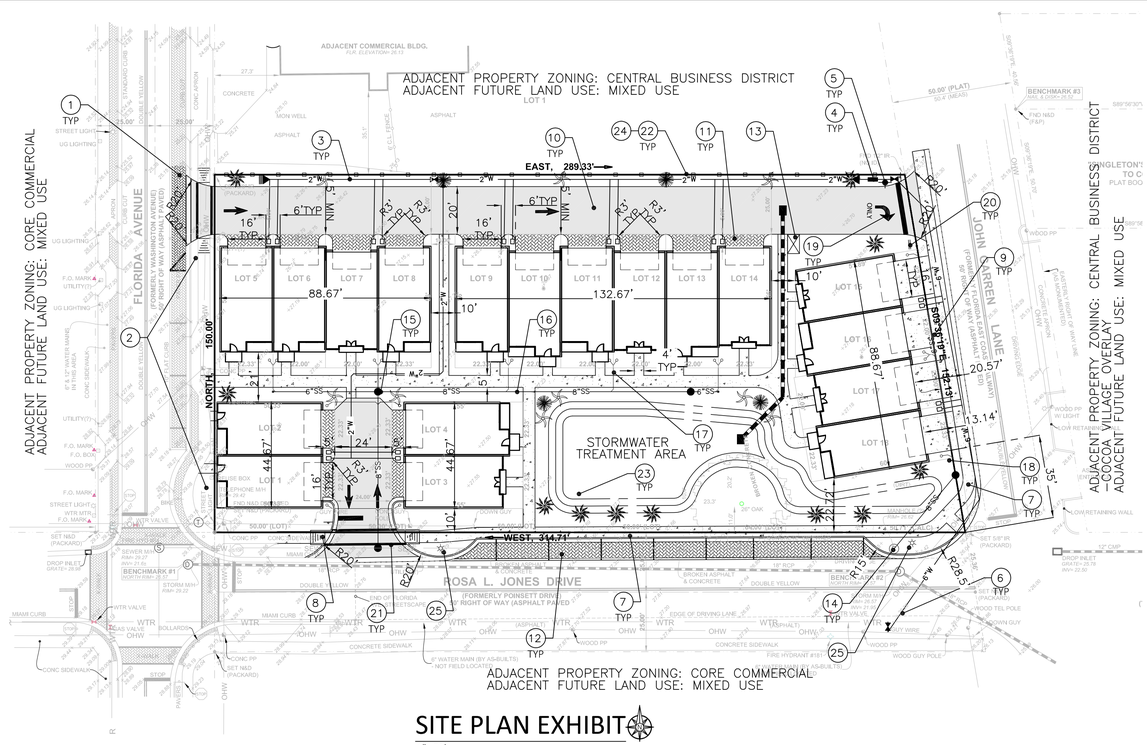
FIRE FLOW RATE, PER FFPC TABLE 18.4.5.1.2: 2,000 GPM

NUMBER OF HYDRANTS: 1 EXISTING FIRE HYDRANT NEAR CORNER OF ROSA L JONES DRIVE AND FLORIDA AVE
1 PROPOSED FIRE HYDRANT

VICINITY MAP:

NTS





SITE PLAN EXHIBIT

1"=30'

CIVIL LEGEND:

DESCRIPTION	
BUILDING OR STRUCTURE	
CONCRETE SIDEWALK/CONCRETE DRIVE	
ASPHALT DRIVE	
PAVER SURFACE (PERVIOUS PAVEDRAIN ONLY IN ROW)	
PROPOSED WATER LINE WITH FIRE HYDRANT	6" W
PROPOSED WATER LINE WITH SINGLE SERVICE	6" W
PROPOSED SEWER LINE	8" SS
PROPOSED SEWER LINE WITH DOUBLE SERVICE	
PROPOSED SEWER LINE WITH SINGLE SERVICE AND CLEAN OUT	
STORMWATER POND CONTOUR	
STORMWATER INLET AND ADS PIPE	
HOLLY	
CRAPE MYRTLE	
PALM TREE	

SURVEYORS GENERAL NOTES AND ABBREVIATIONS:

A) **MONUMENTATION -** POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH RED PLASTIC CAPS OR METAL DISKS STAMPED "PACKARD / LS #3867".
B) **IMPROVEMENTS / UTILITIES -** ONLY VISIBLE, ABOVE-GROUND FEATURES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, SPRINKLER SYSTEMS, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED (UNLESS OTHERWISE NOTED).
C) **FENCING -** DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN.
D) **EASEMENTS -** THOSE DEPICTED (IF ANY) ARE REFERENCED TO THE SUBDIVISION RECORD PLAT, DEED, TITLE POLICY (IF FURNISHED) OR AS PROVIDED. A TITLE SEARCH FOR EASEMENTS, RIGHTS OF WAY AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THIS SURVEYOR.
E) **POOLS -** IF DEPICTED, REPRESENT A GENERAL CONFIGURATION ONLY.
F) **RESERVATION -** UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C	= AIR CONDITIONING UNIT	FM	= FORCE MAIN (SEWER)	P/L	= PROPERTY LINE
ARC	= LENGTH OF CURVE	FND	= FOUND (FOR MONUMENTATION)	PCC	= POINT OF COMPUND CURVATURE
BM	= BENCHMARK	FPR	= FIXED POINT OF REFERENCE	PCH	= PORCH
C&G	= CURB & GUTTER	GAS	= GAS LINE OR MAIN	PCP	= PERMANENT CONTROL POINT
C/L	= CENTERLINE	HYD	= HYDRANT	PI	= POINT OF INTERSECTION
CBS	= CONCRETE BLOCK STRUCTURE	ID	= CORNER IDENTIFICATION	PRC	= POINT OF REVERSE CURVATURE
C.L.	= CHAIN LINK (FENCE)	IR	= IRON ROD	PRM	= PERMANENT REFERENCE MONUMENT
CM	= CONCRETE MONUMENT	LB	= LAND SURVEYING BUSINESS	PT	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	LP	= LIGHT POLE	PU	= PUBLIC UTILITY (EASEMENT)
CONC	= CONCRETE	LS	= LAND SURVEYOR	RAD	= RADIUS OF CURVE
CPP	= CONCRETE POWER POLE	MES	= MITERED END SECTION	RCP	= REINFORCED CONCRETE PIPE
CTV	= CABLE TELEVISION FACILITY	MTR	= METER (ELECTRIC / WATER)	RU	= REUSE
D	= DRAINAGE (EASEMENT)	M/H	= MANHOLE	R/W	= RIGHT OF WAY
DEL	= CENTRAL ANGLE OF CURVE	N&D	= NAIL & DISK	SET	= PLACED MONUMENTATION
DG	= DOWN GUY	N&T	= NAIL & TIN-TAB (NO IDEN.)	TEL	= TELEPHONE FACILITY
ELEC	= ELECTRIC FACILITY	OHW	= OVERHEAD WIRES	UGE	= UNDERGROUND ELECTRIC
EP	= EDGE OF PAVEMENT	O.R.	= OFFICIAL RECORDS	UGT	= UNDERGROUND TELEPHONE
EL	= ELEVATION	PG.	= PAGE	WTR	= WATER MAIN
F.F.	= FINISHED FLOOR ELEVATION	P.B.	= PLAT BOOK	WLP	= WOOD LIGHT POLE
FH	= FIRE HYDRANT	PC	= POINT OF CURVATURE	WPP	= WOOD POWER POLE

GENERAL NOTES:

1. LANDSCAPING AND BUFFERING SHALL BE IN ACCORDANCE WITH ARTICLE XIII AND OTHER APPLICABLE ZOING AND CODE REQUIREMENTS.
2. STORMWATER FOR THE SITE PROVIDES 1" OF TREATMENT VOLUME CALCULATED OVER THE SITE ACREAGE OF XXX.
3. CURBSIDE PICKUP IS PROPOSED FOR WASTE MANAGEMENT.
4. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEMS.
5. ALL SEWER COLLECTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WASTEWATER COLLECTION SYSTEMS.
6. ALL SIGNS TO BE SHEETED WITH HIGH-INTENSITY OR BETTER REFLECTIVE SHEETING.
7. ANY DEBRIS ENTERING THE CITY SEWER SYSTEM WILL NEED TO BE REMOVED AT THE CONTRACTORS EXPENSE.
8. THERE WILL BE NO METER BOXES, OR VALVE BOXES IN EXISTING OR PROPOSED SIDEWALK AREAS.
9. IF THE SEPARATION BETWEEN A STORM PIPE AND SEWER LINE WITH STORM ABOVE SEWER IS LESS THAN 18", THE SEWER PIPE MUST BE UPGRADED WITH A 20' STICK OF C-900 GREEN IN COLOR. CONCRETE SADDLES MUST SUPPORT THE STORM PIPE.
10. MAXIMUM ELEVATION CHANGE AT THE ACCESSIBLE DOORS SHALL NOT EXCEED 1/4".
11. ANY AREAS OFF-SITE MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION. MATCH EXISTING GRASS TYPE WITH NEW SOD FOR ALL DISTURBED AREAS.
12. ALL INVASIVE AND NON-NATIVE TREES MUST BE REMOVED.
13. IF 3' OF COVER CANNOT BE MAINTAINED OVER THE SANITARY SEWER LINE, THE SEWER LINE MUST BE UPGRADED TO C-900 GREEN IN COLOR.
14. ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE ACCORDANCE WITH CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING AND DRAINAGE SYSTEMS.
15. ALL DRAINAGE SYSTEMS WILL BE PRIVATELY MAINTAINED ON-SITE.
16. PROVIDE TRUNCATED DOMES AND TACTILE SURFACE ON FULL LENGTH OF ALL RAMPS PER FLORIDA BUILDING CODE REQUIREMENTS. SEE TYPICAL DETAILS.
17. MECHANICAL JOINT RESTRAINTS SHALL BE INSTALLED AT ALL CONNECTIONS, ON ANY BENDS, TEES, AND FIRE HYDRANTS.
18. IRRIGATION HEADS MUST BE SHOWN AS PURPLE IN COLOR.
19. ALL ASPHALT CUTS ARE TO BE STRAIGHT CUTS WITH NO JIG SAW PUZZLE CUTS.
20. ALL SIDEWALK AND CURBS ARE TO BE STRAIGHT CUTS.
21. ALL EXTERIOR WALLS LOCATED LESS THAN 10 FEET FROM PROPERTY LINES SHALL BE 1-HOUR FIRE RATED.

CIVIL SITE NOTES:

1. PROVIDE DRIVEWAY DEMARCATION PAVERS WITH LINEWORK SUBJECT TO CITY OF COCOA REQUIREMENTS AND APPROVALS.
2. PROTECT, MAINTAIN OR RELOCATE EXISTING CRAPE MYRTLES AND THE ASSOCIATED TREE WELLS AS NECESSARY.
3. PROVIDE WATER LINE SUPPLY SUBJECT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
4. PROVIDE MASTER METER OR SERVICE METER BANKS SUBJECT TO FDEP AND CITY OF COCOA UTILITY REQUIREMENTS AND APPROVALS.
5. PROVIDE FIRE HYDRANT ASSEMBLY SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
6. PROVIDE OPEN CUT INSTALLATION OF WATER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
7. PROVIDE 5' WIDE SIDEWALK PER CITY OF COCOA REQUIREMENTS AND APPROVALS.
8. PROVIDE CONCRETE 6' LONG, 6" RISE HANDICAP ACCESSIBLE RAMPS PER FDOT AND FLORIDA BUILDING CODE REQUIREMENTS.
9. PROVIDE CONCRETE DRIVEWAY PAVEMENT SECTION PER CITY OF COCOA REQUIREMENTS.
10. PROVIDE ASPHALTIC PAVEMENT SECTION PER CITY OF COCOA REQUIREMENTS.
11. PROVIDE PAVER SECTION ON SITE IN AREA OF HATCH PER CITY OF COCOA REQUIREMENTS.
12. PROVIDE PAVEDRAIN PERVIOUS PAVER SECTION IN RIGHT-OF-WAY ONLY IN AREA OF HATCH PER CITY OF COCOA REQUIREMENTS.
13. PROVIDE MAIL KIOSK PER UNITED STATES POSTAL SERVICE APPROVAL.
14. PROVIDE NEW 8" CONNECTION TO EXISTING MANHOLE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
15. PROVIDE NEW MANHOLE AND 8" PVC SANITARY SEWER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
16. PROVIDE SANITARY SEWER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
17. PROVIDE DOUBLE SANITARY SEWER SERVICE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
18. PROVIDE A SINGLE SANITARY SEWER SERVICE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
19. PROVIDE THERMOPLASTIC WHITE 24" STOP BAR AND THERMOPLASTIC WHITE DIRECTIONAL ARROWS PER FDOT INDEX NO. 17346.
20. PROVIDE STOP SIGN PER MUTCD R1-1 AND CITY OF COCOA REQUIREMENTS.
21. PROVIDE THERMOPLASTIC WHITE PARALLEL CROSSWALK STRIPING PER FDOT INDEX NO. 17346.
22. PROVIDE 6' TALL OPAQUE FENCE PER CITY OF COCOA REQUIREMENTS.
23. PROVIDE STORMWATER TREATMENT AREA TO MEET CITY OF COCOA TREATMENT VOLUME REQUIREMENTS OF 1" OVER THE SITE AREA.
24. PROTECT AND MAINTAIN EXISTING DRAINAGE PATTERNS OF ADJACENT PROPERTIES, DO NOT BLOCK POSITIVE DRAINAGE PATHS.
25. PROVIDE STREET LIGHT POLE SUBJECT TO CITY OF COCOA PUBLIC WORKS REQUIREMENTS AND APPROVALS.

30' 0' 30' 60'

REV# | DATE | REVISION

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

SITE PLAN EXHIBIT

ERIN L. TRAUGER
FL P.E. #65576

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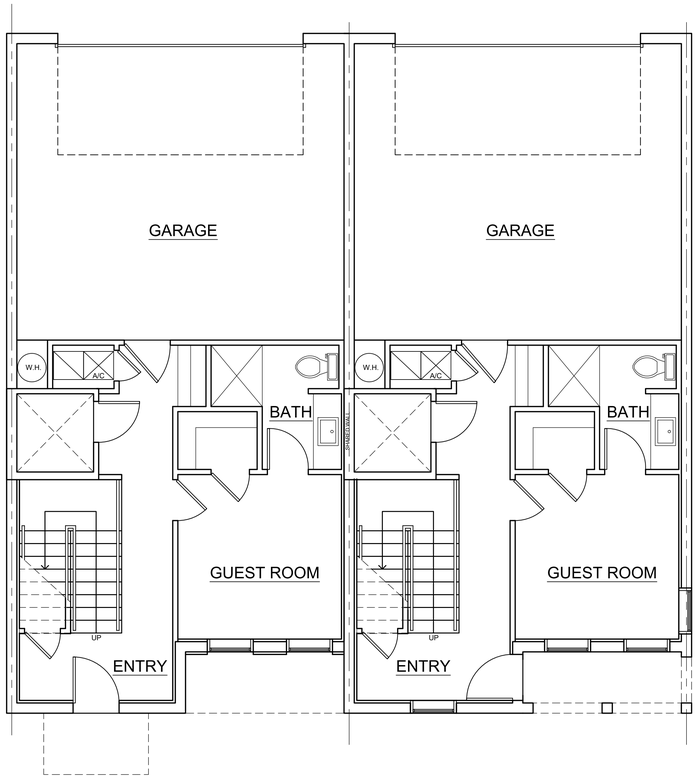
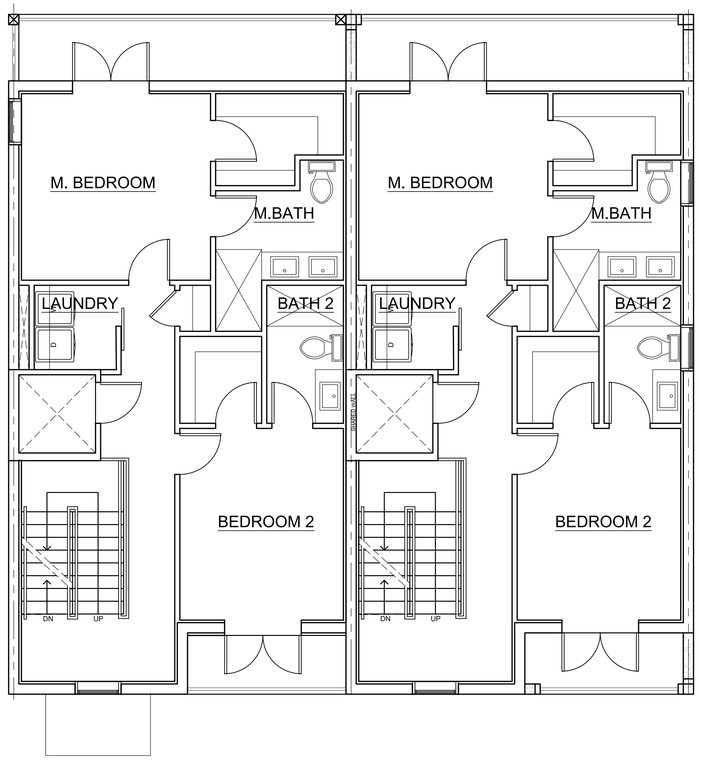
DATE: 8-6-18
SECTION: 33
TOWNSHIP: 24
RANGE: 36
SCALE: 1"=30'
DRAWING NO. EX-1
PROJECT: 17-108



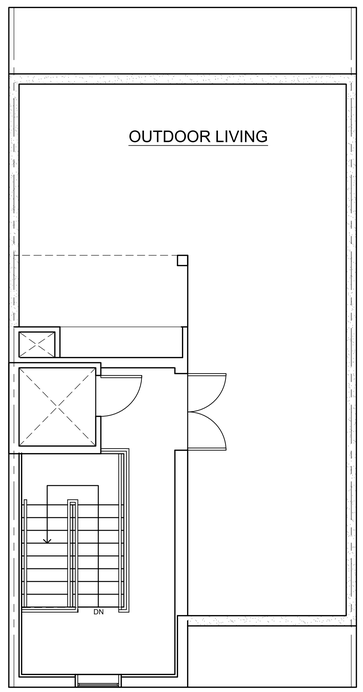
1ST FLOOR PLAN



2ND FLOOR PLAN



3RD FLOOR PLAN



ROOFTOP FLOOR PLAN

ISSUE DATE: _____

ARCHITECT:

PHIL KEAN
ARCHITECTURE
CONSTRUCTION
INTERIORS
912 W. Fairbanks Avenue
Winter Park, Florida 32789
Phone: 407-599-3922
Fax: 407-599-3923
WWW.PHILKEANDESIGNS.COM

PROJECT:

THE COTTAGES AT COCOA VILLAGE

Cocoa, FL

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PLAN REVISIONS

#	DATE	DESCRIPT.

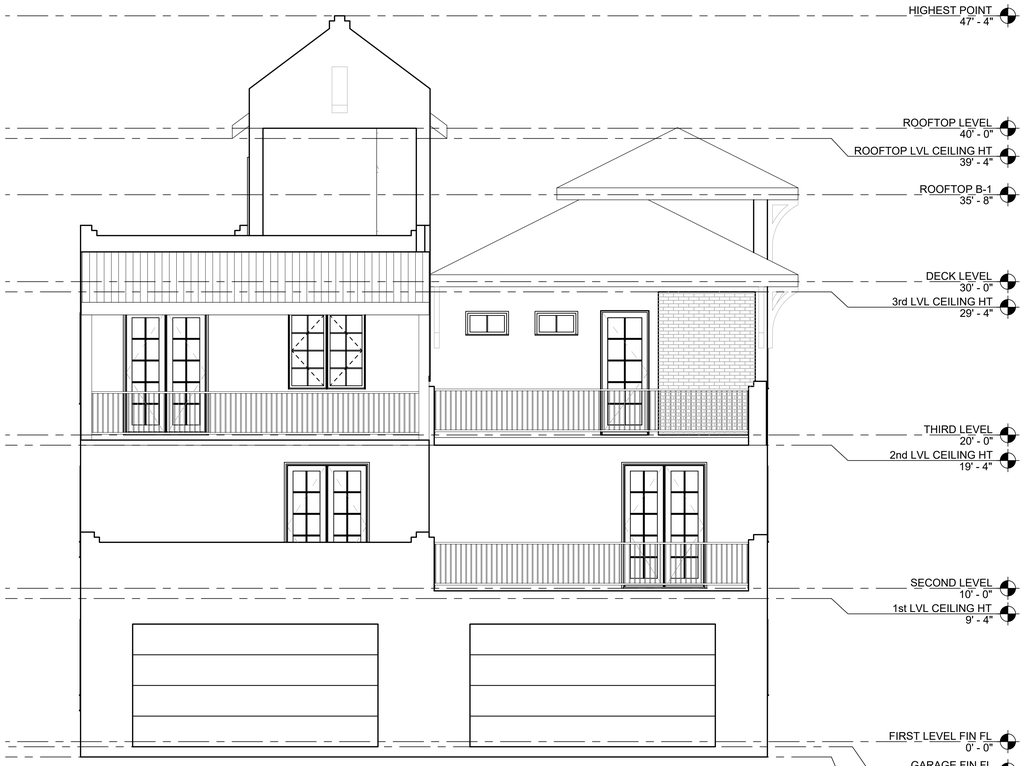
DATA:

DESIGNER:
ROGER NEVES

DRAWN BY:
CAROL PEREZ

SHEET DESCRIPTION:
FLOOR PLAN

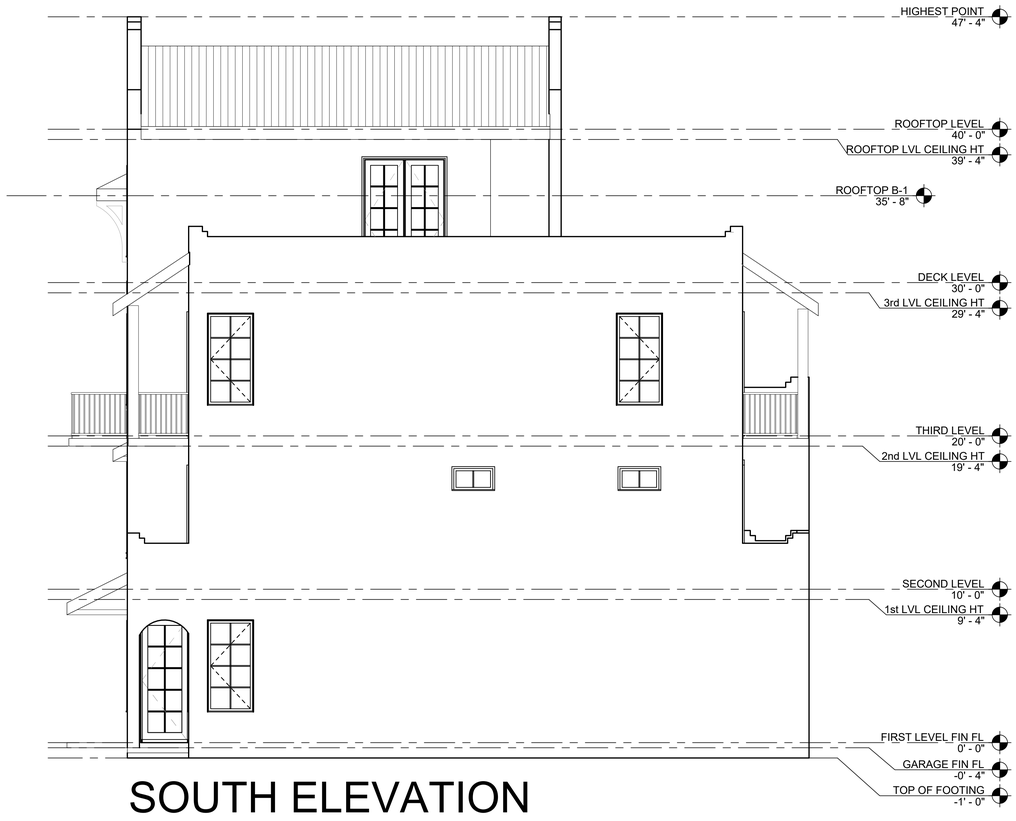
SHEET NUMBER
A1.1



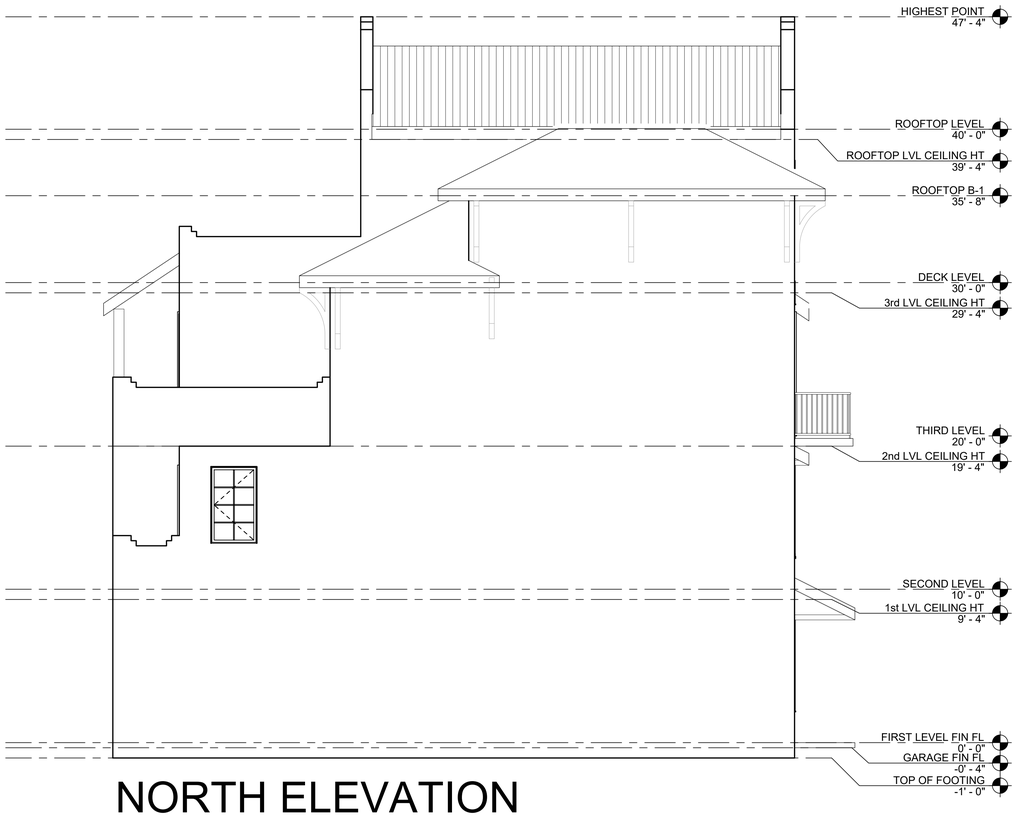
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

ISSUE DATE: _____

ARCHITECT:

PHIL KEAN
ARCHITECTURE
CONSTRUCTION
INTERIORS
912 W. Fairbanks Avenue
Winter Park, Florida 32789
Phone: 407-599-3922
Fax: 407-599-3923
WWW.PHILKEANDESIGNS.COM

PROJECT:

THE COTTAGES AT COCOA VILLAGE

Cocoa, FL

PLAN REVISIONS

#	DATE	DESCRIPT.

DATA:

DESIGNER:
ROGER NEVES

DRAWN BY:
CAROL PEREZ

SHEET DESCRIPTION:
EXTERIOR ELEVATIONS

SHEET NUMBER
A5.0

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schematic design
THE COTTAGES
AT COCOA VILLAGE
PHIL KEAN
ARCHITECTURE
DISCLAIMER: ARTISTIC CONCEPTUAL RENDERING. MATERIALS, SPECIFICATIONS AND DETAILS ARE SUBJECT TO CHANGE. THIS INFORMATION IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY


schematic design
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Development Agreement
PZ-18-001
The Cottages at Cocoa Village

Project Summary

Applicant:
120 Barnacle Bay, LLC

Requested Action: Approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

Project Summary Continued



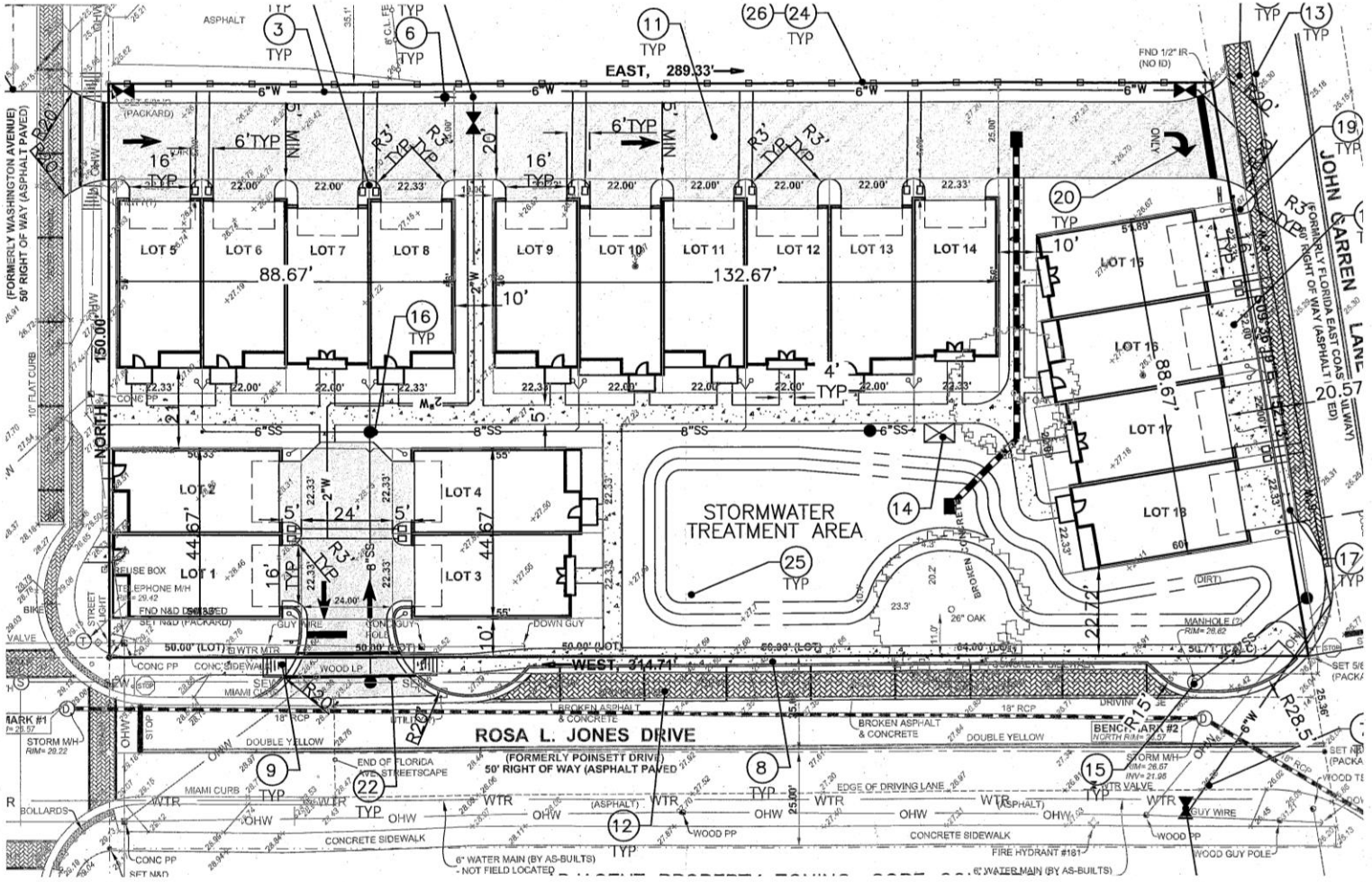
Project Summary Continued



SITE MAP

Plans, drawings and artistic renderings are conceptual only and are for the convenience of reference; they should not be relied upon as representation, express or implied, of final detail. The Cottages at Cocoa Village expressly reserves the right to modify, revise or change plans, specifications, and features which it deems desirable in its sole and absolute discretion. Pricing and availability of options subject to change without prior notice. Square footages and measurements are approximations provided by design professionals using standards common to their professions.

Project Summary Continued



Project Summary Continued



Project Summary Continued



Project Summary Continued



Project Summary Continued

Project Background and Summary:

The applicant has requested a Development Agreement that will allow for future construction of up to 18 townhomes on the subject property.

The agreement includes several sections, among them the Concept Plan, property association and architectural covenants, proposed enhancements, variances and waivers, and provision for 2 model homes.

Project Summary Continued

Project Background and Summary:

As stated in the Development Agreement, the applicant seeks to obtain certain variances and waivers from the standards in the City Code and presents a "Concept Plan" that will be attached to the Development Agreement as an exhibit and that will guide future permitting. The Concept Plan will be binding on the Developer's successors and assigns and the City, subject only to minor modifications at the platting and site plan stages. Accordingly, the Concept Plan was analyzed carefully with respect to both the subdivision and zoning codes.

Concurrency:

Staff has done a preliminary concurrency review of services required by the project. A final review will be completed with the Preliminary Subdivision application.

Project Summary Continued

Need and justification for change:

Any Home Rule Powers Development Agreement that provides for variances or waivers from any applicable land development regulation of the City, such as the requested Agreement, must demonstrate (1) a bona fide need for the variance or waiver; (2) significant enhancements to the subject property are being made to bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations; (3) consistency with the City's comprehensive plan; and (4) the development serves the public health, safety, and welfare of the citizens and visitors of the City.

The variances and waivers requested are listed in Section 6 of the proposed Development Agreement, categorizing the variance or waiver depending upon whether the deviation is from the CWOD regulations or Chapter 18 of the City Code on Subdivisions:

Project Summary Continued

Appendix A Zoning, Article XI, Section 22:

- The maximum building height may be increased to 48 feet, provided that only a portion of the roof; a rooftop deck with partial covered lanai; optional outdoor kitchen; and stairwell and elevator to access the rooftop deck may be built above the 38-foot/3-story height limitation of the Cocoa Village Overlay. Except the stairwell and elevator, nothing else on the rooftop deck may be fully enclosed but may be screened.
- The minimum lot depth permitted shall be 50.33 feet.
- The minimum lot size permitted shall be 1100 square feet.
- The lot coverage maximum shall be 95% of each lot.
- The setback along Florida Avenue shall be 1 foot.
- The minimum rear setback for each townhome lot shall be 5 feet.
- The minimum required frontage buildout percentage shall be 25%.
- The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.

Project Summary Continued

Chapter 18 Subdivisions:

- To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City Code as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;
- Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and
- Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

Project Summary Continued

Building type

The subject property is in the Cocoa Waterfront Overlay District (CWOD) – Cocoa Village Sub-district. The project will be developed using the "Townhouse" building type from the CWOD regulations.

	Required	Provided
Lot Width	16 ft. min	22 ft.
Lot Depth	80 ft. max	50.33
Lot Size	1,600 sq.ft.	1100 sq.ft.
Lot Coverage	60% max	95%
Frontage Buildout	90% min	25%

Project Summary Continued

	Required	Provided
Side Setback	0 ft.	O ft.
Rear Setback	15 ft. min	5 ft.
Street Setbacks		
Florida Ave. and John Garren Ln.	5 ft. min	1 ft.
	10 ft. max	
Street Setback – Rosa L. Jones Dr.	10 ft. min	
	20 ft. max	80 ft.

Project Summary Continued

Bona Fide Need for Variances or Waivers

Development of the site is constrained by the size of property as well as the placement of two (2) very large Florida Power & Light concrete poles at the edge of the parcel facing Rosa L. Jones Dr.

Another constraint of the site is that John Garren Lane was originally the location of the railroad tracks and thus the orientation of buildings that built on adjoining parcels placed the rear of the building facing the train tracks and the front facing the street on the other side. This means that any townhomes built along John Garren Lane will be facing the rear of the commercial buildings across the road.

Project Summary Continued

Proposed Enhancements

While a development agreement can be a vehicle for the granting of variances and / or waivers from land development regulations there must also be significant project enhancements that provide something above and beyond the minimum requirements of the code.

To address this the developer will be providing the following:

- 7 additional on-street parking spaces along Rosa L. Jones Drive, designed in the same manner as other streetscaping already done by the City along Florida Avenue, including matching pavers to those used by the City.
- Construction of a concrete sidewalk on the west side of John Garren Lane which does not have a sidewalk at the present time.

Project Summary Continued

Proposed Enhancements

- 2 streetlights along the Rosa L. Jones frontage that match those lights already installed in the streetscaping of Florida Avenue. The city code only requires 1 light based on the parcel frontage length, however the second light will provide a similar spacing as lighting along Florida Avenue.
- Lighted walkways within the site
- Pavers at the garage entries
- Underground utilities
- Energy efficient building fixtures

Project Summary Continued

The Development Serves the Public Health, Safety, and Welfare

The proposed project will provide new residential opportunities within Cocoa Village in a fee-simple ownership. The smaller footprint and vertical design provides a more urban feel and functionality while the balconies and optional rooftop deck areas offer private outdoor space for the residents.

The proposed project has a maximum height of 3 stories and a total building height of 48 feet. The Cocoa Village Sub-district allows a maximum height of 5 stories or 62 feet for a residential use building. Had the project included a commercial use in addition to the residential, the potential maximum building height would have been 5 stories or 68 feet. Therefore the proposed project will be shorter than the maximum height allowed on this property. In the context of the potential allowed development of the surrounding parcels, the maximum heights are the same for the surrounding parcels as they are for the subject site.

Project Summary Continued

Relationship and consistency with Comprehensive Plan:

Policy 1.2.1.2:

Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.2.2:

The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

GOAL 3.7:

The City shall promote opportunities for the creation of housing and infill development within the City.

Project Summary Continued

Next Steps:

If approved, the agreement will be signed and recorded in the Official Records of Brevard County. The developer will then need to submit a combined Preliminary Subdivision and Site Plan application.

Those applications, along with the Development Agreement, will allow the developer to begin construction of the project site work and infrastructure.

The last step in the process is the Final Subdivision application which is heard once by the City Council. This last piece is also called a Final Plat and once approved it is recorded in the Official Records of Brevard County. It is this final document that legally creates the individual lots for each townhome.

Recommendation

Previous Action:

The Planning & Zoning Board recommended approval at it's special meeting on September 24, 2018.

Recommendation:

Approval of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

Legislation Details (With Text)

File #:	18-487	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Approval of the usage of Forfeiture Funds in the Amount of $5,000.00 to be used for Gun Buy Back Program to purchase Gift Cards and to approve a Resolution amending the FY2019 budget. This expenditure is deemed consistent with the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2019 BAF-PD-Gun Buy Back-Forfeiture (10-10-18)~ Agenda 18-487- FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2018
Agenda Date: October 10, 2018
Prepared By: Michael Cantaloupe (Chief of Police)
Through: N/A
Requested Action:
Council Approval of the usage of Forfeiture Funds in the Amount of $5,000.00 to be used for Gun Buy Back Program to purchase Gift Cards and to approve a resolution amending the FY2019 budget. This expenditure is deemed consistent with the provisions under Florida State Statute 932.7055(5)(a).

BACKGROUND:

The Police Department is one of many Central Florida Law Enforcement Agencies that will be participating in this year's Central Florida Gun Buy Back event on October 16th. This event is sponsored by Central Florida Crime Line and is targeted at removing unwanted firearms from our community that would otherwise end up in the hands of children or criminals. We will purchase one hundred $50.00-dollar gift cards and one gift card will be provided for each firearm turned in with a maximum of two firearms per person. There will be no questions asked of the persons turning in the firearms. We have participated in this same event for many years and each year the event is a success.

STRATEGIC PLAN CONNECTION:

Crime and Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$ 5000.00
Account Number	141-0000-389.99-11
Account Name	Cash carried forward restricted

Source of Funds: ____State Revolving Loan
_X___ Other Loan Source: Forfeiture Funds
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #: 141-2100-521.52.00

PREVIOUS ACTION:

Council previously approved other agenda items for this event in the past.

RECOMMENDED MOTION:

Council Approval of the usage of Forfeiture Funds for a donation in the Amount of $5,000.00 to be used for Gun Buy Back Program to purchase Gift Cards and to approve a resolution amending the FY2019 budget. This expenditure is deemed consistent with the provisions under Florida State Statute 932.7055(5)(a).

RESOLUTION NO. 2018-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 2

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/27/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	141-0000-389.99-11		Restr. Cash Carryforward	$ 0	$ 0	$ 5,000	$ 5,000
$ 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
$ 5,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	141-2100-521.52-00		Law Enforcement/Operating Supplies	$ 0	$ 0	$ 5,000	$ 5,000
$ 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
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Police Department is one of many Central Florida Law Enforcement Agencies that will be participating in this year's Central Florida Gun Buy Back event on October 16th. This event is sponsored by Central Florida Crime Line and is targeted at removing unwanted firearms from our community that would otherwise end up in the hands of children or criminals. We will purchase one hundred $50.00-dollar gift cards and one gift card will be provided for each firearm turned in with a maximum of two firearms per person. There will be no questions asked of the persons turning in the firearms. We have participated in this same event for many years and each year the event is a success. Agenda 18-487

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/18 *RESOLUTION #:* 2018-090

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/27/18	Susan L. Lambert (Digitally signed by Susan L. Lambert Date: 2018.09.27 13:16:43 -04'00')	10/2/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.01 10:56:22 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/27/18	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2018.09.27 13:54:05 -04'00')	10/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.10.01 11:13:35 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-488	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/27/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Council Approval for the Mayor to sign the Subaward and Grant Agreement with the Florida Division of Emergency Management, and to approve a Resolution authorizing the City Manager and Finance Director to sign all future amendments to this contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Federally Funded Subaward Z0406.pdf FEMA Contract Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2018
Agenda Date: October 10, 2018
Prepared By: Anthony Hagan (Grants Administrator)
Through: N/A
Requested Action:
Council Approval for the Mayor to sign the Subaward and Grant Agreement with the Florida Division of Emergency Management, and to approve a resolution authorizing the City Manager and Finance Director to sign all future amendments to this contract.

BACKGROUND:

The City of Cocoa was greatly affected by Hurricane Irma when it made landfall in Florida in September of 2017. Staff has been working with FEMA representatives to supply proper documentation to ensure reimbursement for allowable charges and costs incurred by the City during Hurricane Irma.

The Florida Department of Emergency Management (FDEM) has implemented a new process to obtain public assistance and reimbursement for Hurricane Irma Damages. In order to obtain reimbursement, the Federally-Funded Subaward and Grant Agreement Number Z0406 must be executed. This resolution provides for approval to execute the agreement and requests authorization for the Finance Director or City Manager to execute said agreement and related documents for and on behalf of the City.

Upon final reimbursement, staff will bring the contract back to council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no impact to the City budget at this time. A budget will be established to recognize revenue when the City receives the reimbursement for costs incurred.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council Approval for the Mayor to sign the Subaward and Grant Agreement with the Florida Division of Emergency Management, and to approve a resolution authorizing the City Manager and Finance Director to sign all future amendments to this contract

Attachments:

1. Resolution
2. Hurricane Irma FDEM Funding Agreement Contract # Z0406

powered by Legistar™

Contract Number: Z0406

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Cocoa, City of
Sub-Recipient's PA ID/FIPS Number:	009-UCZ9W-00
Sub-Recipient's unique entity identifier:	07-919-5608
Federal Award Identification Number (FAIN):	
Federal Award Date:	9/10/2017
Subaward Period of Performance Start and End Date (Cat A-B):	9/04/2017 - 3/10/2018
Subaward Period of Performance Start and End Date (Cat C-G):	9/04/2017 - 3/10/2019
Amount of Federal Funds Obligated by this Agreement:	$27,495.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$27,495.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$27,495.00
Federal award project description (see FFATA)	Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Whether the award is Research & Development:	N/A
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and,

Cocoa, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

_____

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Rebecca Bowman, Finance Director

65 Stone Street

Cocoa, FL 32922

Telephone: 321-433-8626

Email: rbowman@cocoafl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Project List"). The maximum federal reimbursement amount for the entirety of this Agreement is $27,495.00 .

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – FFATA Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification of Advance Payment

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)<u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

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

(24)<u>COPYRIGHT, PATENT AND TRADEMARK</u>

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)<u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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 forty (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 forty (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.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

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

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

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Cocoa, City of

By: _____

Name and title: Henry Parrish, Mayor

Date: _____

FEID# 59-6000292

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Wesley Maul, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $27,495.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A - th Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Cocoa, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1176	A	Sunken Boats 1	$27,495.00	90.00%	$1,527.50	5.00%	$1,527.50	5.00%	$30,550.00	9/04/2017	3/10/2018
		Total:	**$27,495.00**		**$1,527.50**		**$1,527.50**		**$30,550.00**		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of

Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

Large Projects
Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
    - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

Small Projects
Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, 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 or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

_____
Sub-Recipient's Name

_____
DEM Contract Number

_____
FEMA Project Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name: Rebecca Bowman	Agent's Name: Lora Howell
Signature:	Signature:
Organization / Official Position: Finance Director	Organization / Official Position: Deputy Finance Director
Mailing Address: 65 Stone Street	Mailing Address: 65 Stone Street
City, State, Zip: Cocoa, FL 32922	City, State, Zip: Cocoa, FL 32922
Daytime Telephone: 321-433-8626	Daytime Telephone: 321-433-8611
E-mail Address: rbowman@cocoafl.org	E-mail Address: lhowell@cocoafl.org
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name: Anthony Hagan	Official's Name: Anne Quesada
Signature:	Signature:
Organization / Official Position: Grants Administrator	Organization / Official Position: Accounting Manager
Mailing Address: 65 Stone Street	Mailing Address: 65 Stone Street
City, State, Zip: Cocoa, FL 32922	City, State, Zip: Cocoa, FL 32922
Daytime Telephone: 321-433-8684	Daytime Telephone: 321-433-8622
E-mail Address: ahagan@cocoafl.org	E-mail Address: aquesada@cocoafl.org
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name:	Agent's Name:
Signature:	Signature:
Organization / Official Position:	Organization / Official Position:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Daytime Telephone:	Daytime Telephone:
E-mail Address:	E-mail Address:

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

_____

Sub-Grantee Authorized Agent Signature

_____

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** October **Day:** 01

Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000292

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) 009 -UCZ9W- 00

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 09-09-2017 DISCARD PREVIOUS VERSIONS

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and

   ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. return the property to its natural state as though no improvements had been contained thereon;

   iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. leave the demolished site clean, level, and free of debris;

   vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. obtain all required permits;

   ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. comply with 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;

   xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and

   xii. provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000 $\frac{00}{}$ or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

   i. The Clean Air Act of 1955, as amended;

   ii. The Clean Water Act of 1977, as amended;

   iii. The Endangered Species Act of 1973;

   iv. The Intergovernmental Personnel Act of 1970;

   v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

   vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

   vii. The Fish and Wildlife Coordination Act of 1958;

   viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

   ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

   i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

   ii. EO 11514 (NEPA).

   iii. EO 11738 (violating facilities).

   iv. EO 11988 (Floodplain Management).

   v. EO 11990 (Wetlands).

   vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUB-RECIPIENT :

_____

Signature

Henry Parrish, Mayor _____

Printed Name and Title Date

Attachment F

Election of Participation in
Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at https://www.fema.gov/alternative-procedures and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement
  https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf

PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
  https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf

- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement
  https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: https://www.fema.gov/media-library/assets/documents/115868

Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over $20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

□ Accelerated Debris Removal - increased Federal cost share (sliding scale)

□ Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)

□ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor

□ Reimbursement of straight time force account labor costs for debris removal

1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.

2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.

3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.

4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.

5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.

6. The Office of Inspector General may audit any subrecipient and/or subaward.

_____

Signature of Subrecipient's Authorized Representative — Date

Henry Parrish, Mayor

Printed Name and Title

City of Cocoa, FL — 009-UCZ9W-00

Sub-Recipient Name — PA ID Number

□ We elect to **not** participate in the Alternative Procedures for Debris Removal.

FIXED SUBGRANT AGREEMENT LETTER

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____ (PA ID_____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of $_____ for subgrant number _____ (copy attached) under Disaster #_____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – "Applicable cost principles", the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

_____ _____

Signature of Sub-Recipient's Authorized Representative Date

_____

Printed Name and Title

_____ _____

Signature of Grantee's Authorized Representative Date

_____

Printed Name and Title

Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of $5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

_____ _____

Signature of Sub-Recipient's Authorized Representative Date

_____

Printed Name and Title

_____

Sub-Recipient Name PA ID Number

☐ We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipient s must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

i. conduct insurance reconciliations;

ii. review an alternate scope of work;

iii. review an improved scope of work; and/or

iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

i. a quarterly report has not been updated between quarters;

ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or

iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at http://www.fema.gov/alternative-procedures.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

DUPLICATION OF BENEFITS

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) a Request for Reimbursement (available in FloridaPA.org);

b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and

c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) the Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

Does the DUNS number need to be included on individual fellowship applications?
Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the

Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Does this apply to non-US organizations?
Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

Does this apply to non-competing progress reports?
No. This new requirement applies only to competing applications.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we

don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 27,495.00

OBLIGATION/ACTION DATE: 9/10/2017

SUBAWARD DATE (if applicable):

DUNS#: 079195608

DUNS# +4:

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Cocoa, FL

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 65 Stone Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7982

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY STATE ZIP CODE+4**

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Rebecca Bowman, Finance Director

DATE: _____

Attachment I

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (*e.g.*, financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (*e.g.*, by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than $500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. 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."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). 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.

(F) 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 subrecipient 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 subrecipient 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.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

for an award exceeding $100,000 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.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.

2. Failure to include required contract provisions.

3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.

4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.

2. Unsupported costs.

3. Poor project accounting.

4. Duplication of benefits.

5. Excessive equipment charges (applicability may vary with hazard mitigation projects).

6. Excessive labor and fringe benefit charges.

7. Unrelated project costs.

8. Direct Administrative Costs.

9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.

- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.

- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.

- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

City of Cocoa _____
Sub-Recipient Agency

_____
Date

_____
Signature

Henry Parrish, Mayor
Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

RESOLUTION NO. 2018-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING EXECUTION OF FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT NUMBER Z0406 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR HURRICANE IRMA; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa was impacted by Hurricane Irma September 10-11, 2017; and

WHEREAS, the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) has awarded a grant to local governments for debris removal, emergency protective measures, repairs and replacement of disaster damaged facilities to the Florida Division of Emergency Management for Hurricane Irma; and

WHEREAS, Federally Funded Subaward and Grant Agreement Number Z0406 has been provided to the City for the first obligation of federal funds for reimbursement of Hurricane Irma damages and subsequent modifications will be required to this agreement with FEMA obligation of each reimbursement request until all damage reimbursement requests have been obligated.

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

SECTION 1. The City Council of the City of Cocoa hereby approves Federally Funded Subaward and Grant Agreement Number Z0406 between the City and the Florida Division of Emergency Management for Hurricane Irma for debris removal, emergency protective measures, and repairs and replacements of disaster damages, attached herewith, and authorizes the Mayor to execute said agreement and related documents.

SECTION 2. The City Council of the City of Cocoa authorizes the City Manager or the Finance Director execute all subsequent modifications to Federally Funded Subaward and Grant Agreement Number Z0406 until all damage reimbursement requests have been obligated.

SECTION 3. Staff will present the final amount of Federally Funded Subaward and Grant Agreement Number Z0406 upon completion of all subsequent modifications to City Council for acceptance.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of October, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-463	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/21/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Approve the Final Ranking of the Short-Listed Firms for RFQ-18-18-COC, Technical Consulting Permitting Services for the TCR/SJR Water Supply Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm (HDR, Inc.). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ-18-18-COC - Bid Tabulation Sheet Q-18-18-COC Final MEMO.pdf Score Sheet for RFQ.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2018
Agenda Date: October 10, 2018
Prepared By: Benjamin M. Hayner, P.E., Engineering Division Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

Pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Approve the Final Ranking of the Short-Listed Firms for RFQ-18-18-COC, Technical Consulting Permitting Services for the TCR/SJR Water Supply Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm (HDR, Inc.)

BACKGROUND:

This Agenda Item is in furtherance of implementing the provisions of the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements (TCR/SJR Project Agreements) between the City of Cocoa, Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services. The City of Cocoa serves as the Project Administrator under the TCR/SJR Project Agreements.

Pursuant to the Project Permitting Agreement, the City of Cocoa serves as the Chair of the

Procurement Committee. The Procurement Committee is comprised of representatives of each Water Supplier, and pursuant to Section 5.4 of the Project Permitting Agreement, the Procurement Committee shall be required to develop a request for proposals and select the technical consultant by consensus, and the City of Cocoa shall be required to approve a contract with the technical consultant selected.

As the Project Administrator, the City of Cocoa published an RFQ for Technical Consulting Permitting Services for the TCR/SJR Project. On August 3, 2018, proposals for the subject offering were opened at 4:00 p.m. Purchasing sent out forty-nine (49) Requests for Qualifications and received two (2) responses from forty-six (46) plan holders.

On September 19, 2018, oral presentations with the two top-ranked firms were held at Cocoa City Hall Council Chambers. The presentations were recorded using picture and audio and minutes taken for public record in accordance with CCNA rules.

On September 19, 2018, at 4:30 p.m., a publicly noticed Procurement Committee meeting was held in the Council Chambers to score, rank and select the firm to recommend for award. The combined proposal and oral presentation scores were evaluated and discussed. A consensus was reached by the Procurement Committee to rank HDR, Orlando, Florida, as the top-ranked firm. In accordance with the TCR/SJR Project Agreements and CCNA rules, the Procurement Committee's ranking is now submitted to the City Council for final approval so the City of Cocoa and the other project participants can commence contract negotiations with HDR, Inc. The final contract and scope of work with HDR, Inc. will be brought to Council in a separate agenda item once the scope and fees are satisfactory to all parties.

The TCR/SJR Water Supply project is a future water supply project that involves the cooperation and collaboration of Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services through a multi-party agreement previously signed by all agencies. The first phase of this project is to prepare the permits for the long-term water supply needs of the group and the consultant selected will prepare the necessary engineering, projections, protocols and other preliminary engineering required to obtain permits for the project. Cocoa is the lead entity and will contract with the Engineer for the collective work. All other project participants will proportionately share costs for the engineering services as outlined in the approved agreements.

In accordance with the requirements of the TCR/SJR Project Agreements, Staff recommends approval of the Top-Ranked firm; HDR, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 22, 2017, City Council approved participation in the Taylor Creek Reservoir/St. John River Water Supply Project and a series of agreements between the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services and Toho Water Authority.

RECOMMENDED MOTION:

Pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Approve the Final Ranking of the Short-Listed Firms for RFQ-18-18-COC, Technical Consulting Permitting Services for the TCR/SJR Water Supply Project; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm (HDR, Inc.)

powered by Legistar™

CITY OF COCOA

PROPOSAL SUBMITTAL SHEET

D□E DATE□ □RIDA□□A□G□ST □□□□□□

BID NUMBER: Q-18-18-COC TAYLOR CREEK RESERVOIR

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Benjamin Hayner, Engineering Division Manager/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 9/20/2018

Re: **Bid #Q-18-18-COC, Technical Consulting Permitting Services For Taylor Creek Reservoir/St. Johns River Water Supply Project**

Proposals for the subject offering were opened on August 3, 2018 at 4:00 p.m. Purchasing sent out forty-nine (49) Requests for Qualifications and received two (2) responses from forty-six (46) plan holders.

Oral Presentations with the top-two ranked firms were held on September 19, 2018. The presentations were recorded audio and visually and minutes taken for public record in accordance with CCNA rules.

A publically noticed Selection Committee meeting to score, rank and select the firm to recommend for award was held on September 19, 2018 at 4:30pm at Cocoa City Hall in the City Council Chambers. The combined proposal and oral presentation scores were evaluated and discussed. HDR was selected for recommendation to City Council.

I have enclosed copies of all proposals and presentations for your review and recommendation. Any correspondence related to this subject should be forwarded to my attention for retention in the purchasing files.

Please follow the guide lines shown below to initiate the purchasing process:

➔ Prepare agenda item and prepare contract if necessary for Council Approval.

➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and agenda item
- All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy and Professional Liability Insurance certificate.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

	Orange County		Orlando Utilities Commission		City of Cocoa		East Central Florida Services		Tohopekaliga Water Authority	
Raw Scores	**ch2m**	**HDR**	**ch2m**	**HDR**	**ch2m**	**HDR**	**ch2m**	**HDR**	**ch2m**	**HDR**
Team Qualifications and Capabilities	7	9	9	9	8	7	8	8	10	10
Project Professional Qualifications	7	8	8	9	8	7	8	8.5	9	8
Project Approach	4	9	9	7	6	7	8	8.5	7	9
Location of PM	10	10	10	10	10	10	10	10	10	10
Volume of Prior Work	0	0	0	0	0	0	0	0	0	0
Weighted Scores										
Team Qualidications and Capabilities	2.1	2.7	2.7	2.7	2.4	2.1	2.4	2.4	3	3
Project Professional Qualifications	2.1	2.4	2.4	2.7	2.4	2.1	2.4	2.55	2.7	2.4
Project Approach	1.4	3.15	3.15	2.45	2.1	2.45	2.8	2.975	2.45	3.15
Location of PM	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Volume of Prior Work	0	0	0	0	0	0	0	0	0	0
Total Weighted Scores	5.9	8.55	8.55	8.15	7.2	6.95	7.9	8.225	8.45	8.85

ch2m Total	HDR Total
38	40.725

Evaluation Category	weight
Team Qualidications and Capabilities	0.3
Project Professional Qualifications	0.3
Project Approach	0.35
Location of PM	0.03
Volume of Prior Work	0.02

Legislation Details (With Text)

File #:	18-466	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/24/2018			**In control:**	City Council
On agenda:	10/10/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of August, 2018. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Aug 2018 Council Report by District_				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2018
Agenda Date: October 10, 2018
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the August 2018 report.

STRATEGIC PLAN CONNECTION:

Crime Statistics

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

powered by Legistar™

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

powered by Legistar™

Cocoa Police Department

Council Report

August 2018

Prepared by Dailaity Henson

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Total UCR Offenses by Month - 2018, 2017 & 2016 12

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

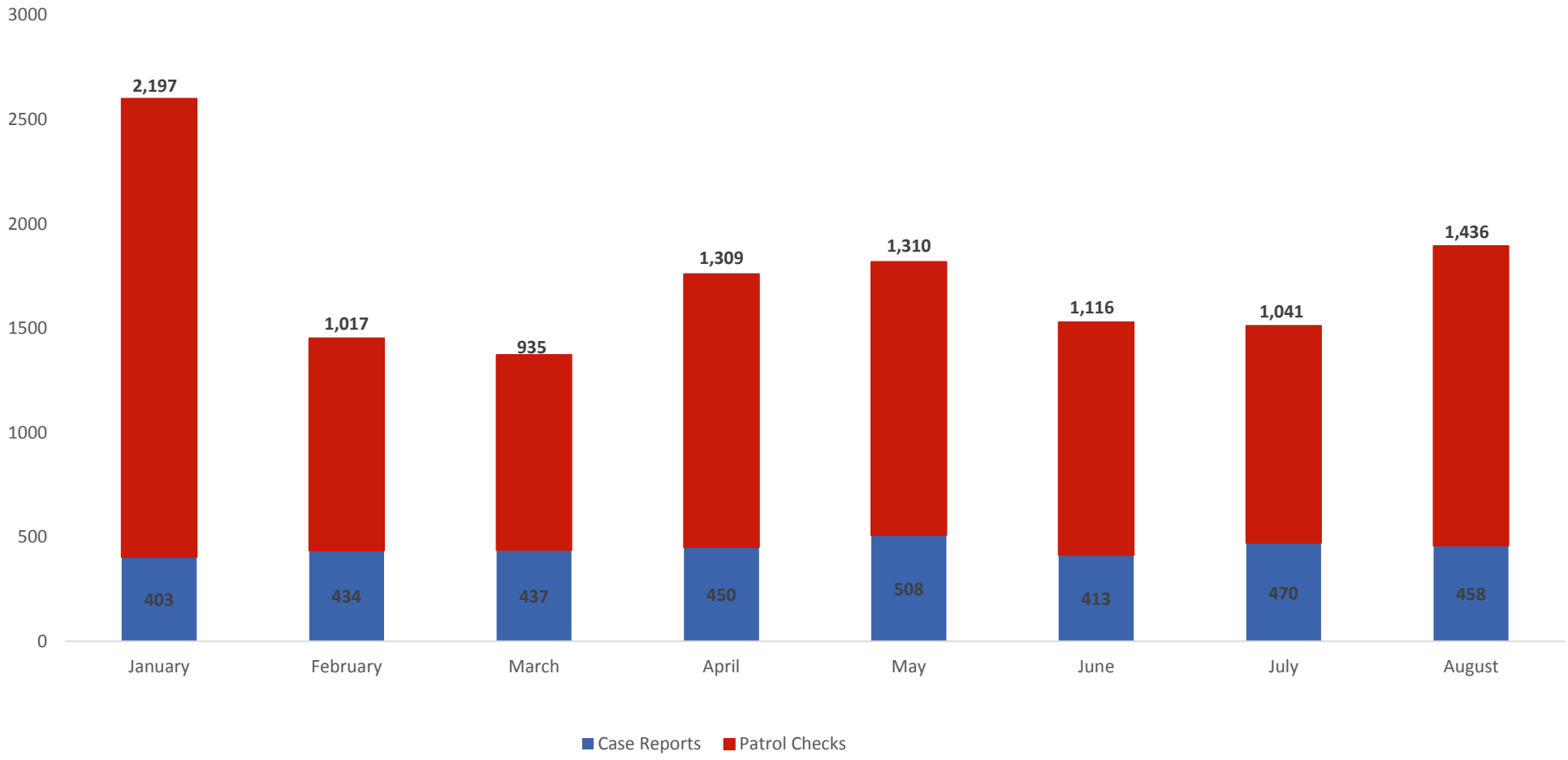
The purpose of this report is to provide Council with an overview of incidents and case reports for August 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 4,216 incidents
- *458 Case Reports (11% of incidents)
    - 268 Criminal Case Reports (59% of all case reports)
    - 188 Non-Criminal Case Reports (41% of case reports)
    - 110 Criminal Case Reports were closed by Arrests/Capias Requests (70% of criminal case reports)
    - 27 Non-Criminal Case Reports were closed by Arrests/Capias Request (14% of non-criminal cases reports)
- 1,855 incidents were initiated by police officers (44%)
- *District 1 experienced the most cases with a total of 174
- *District 3 experienced the fewest cases with a total of 45
- Burglary Offenses have ***decreased*** by 31% from the previous month
- Robbery Offenses have ***decreased*** by 50% from the previous month
- Larceny Ofenses have ***decreased*** by 25% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 30%

***Please note the cases totals are based on data that has been merged into Aegis as of (9/27/18). The total number of cases are subject to change if new case reports are merged after this report was completed. ***

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports



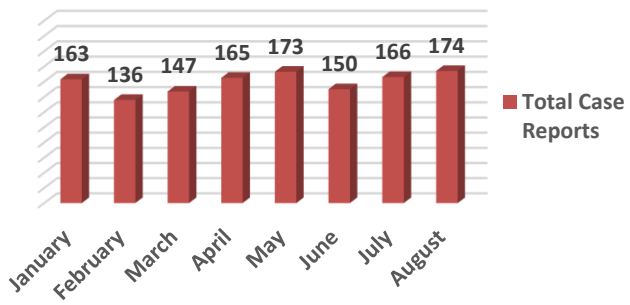
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

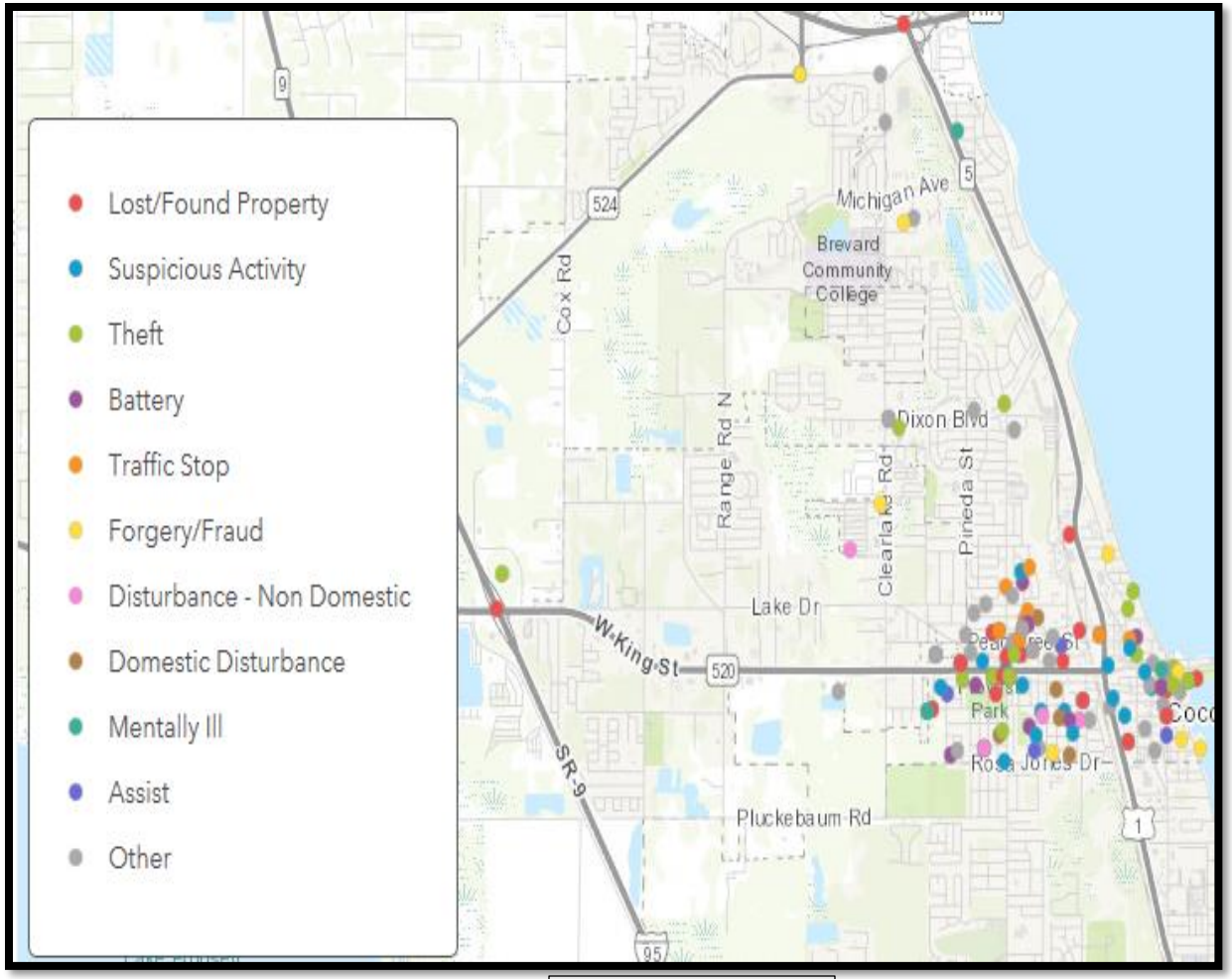
District 1 August Activity

District 1 August Activity Fidings

- (174) incidents became cases
- 64% (111) of cases are closed
- There were a total of 52 cases closed with an Arrest(s) or capias request(s).
- 43% of cases closed with an arrest or capias request was generated from Traffic Stop (9), Battery (6) and Suspicious (7) cases.

District 1 Case Reports by Month





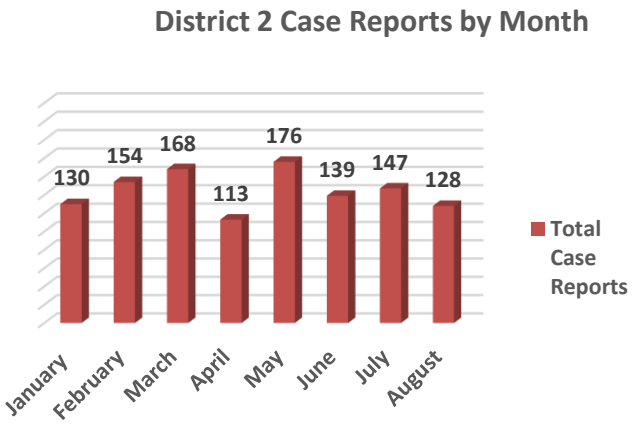
District 1 Cases Map

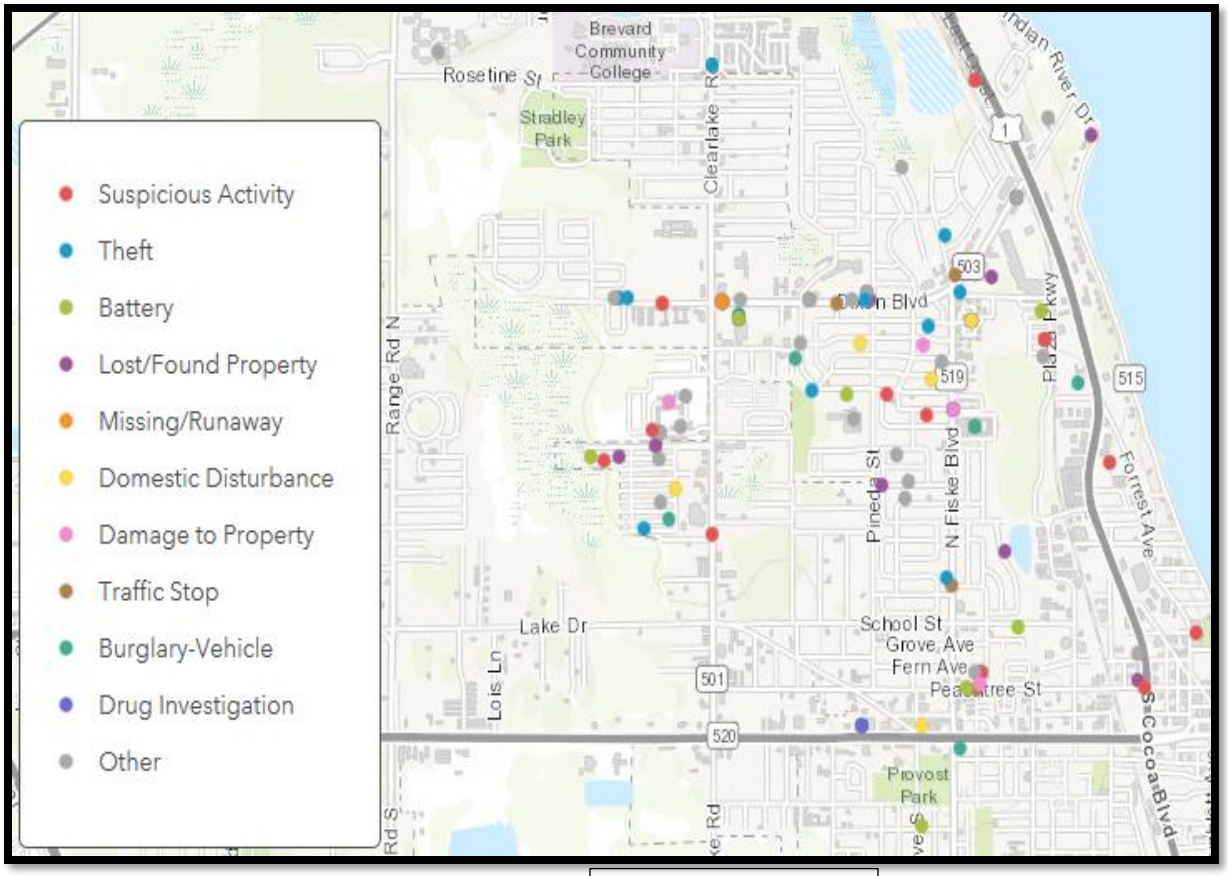
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 August Activity

District 2 August Activity Findings

- (128) incidents became cases
- 66% (84) of cases are closed
- There were a total of 38 cases closed with an Arrest(s) or capias request(s).
- 50% of cases closed with an arrest or capias request was generated from Traffic Stop (6) Theft (5) and Battery (8) cases.





District 2 Cases Map

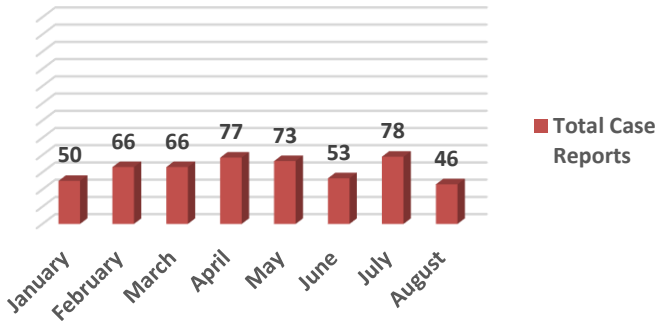
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

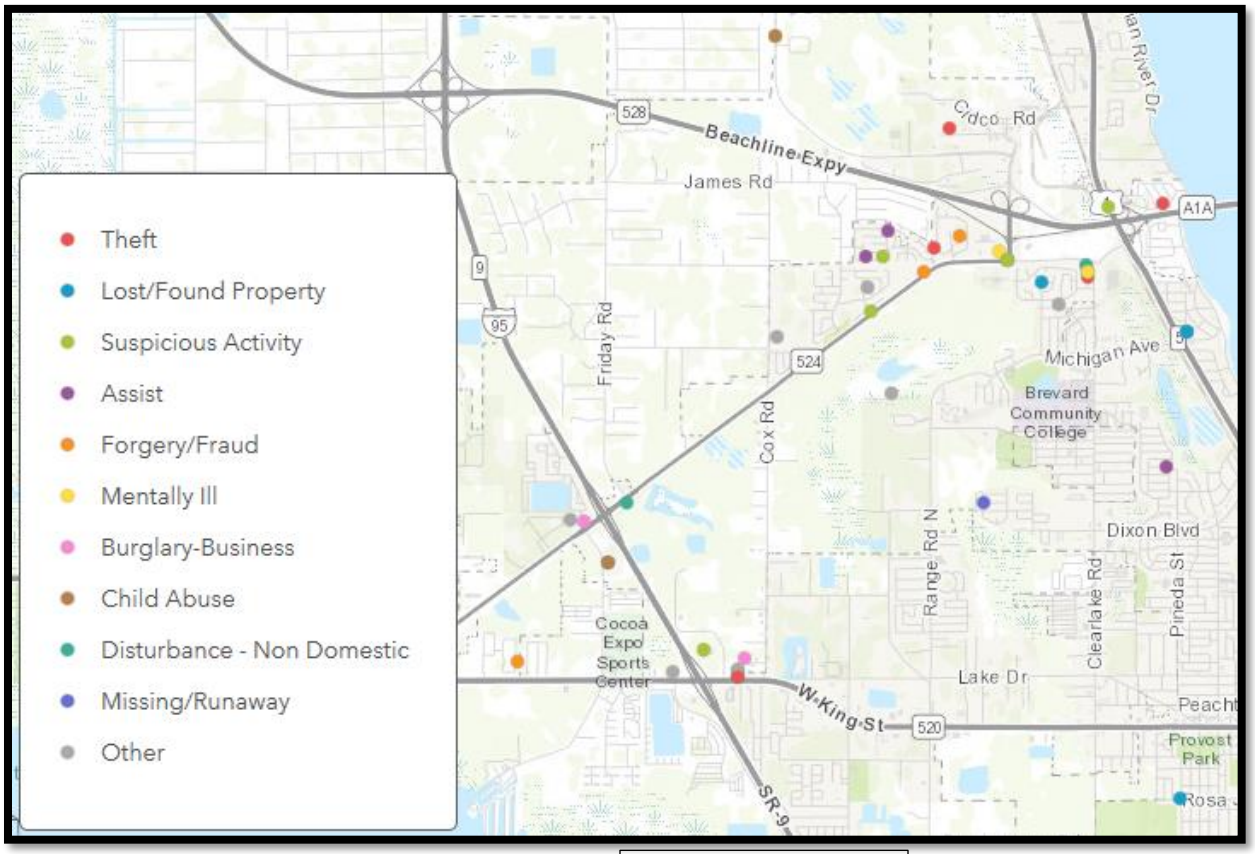
District 3 August Activity

District 3 August Activity Findings

- (46) incidents became cases
- 76% (35) of cases are closed
- There were a total of 9 cases closed with an Arrest(s) or capias request(s).
- 67% of cases closed with an arrest or capias Were generated from Theft (2), Suspicious Person (2) and Traffic Stops (2) cases.

District 3 Case Reports by Month





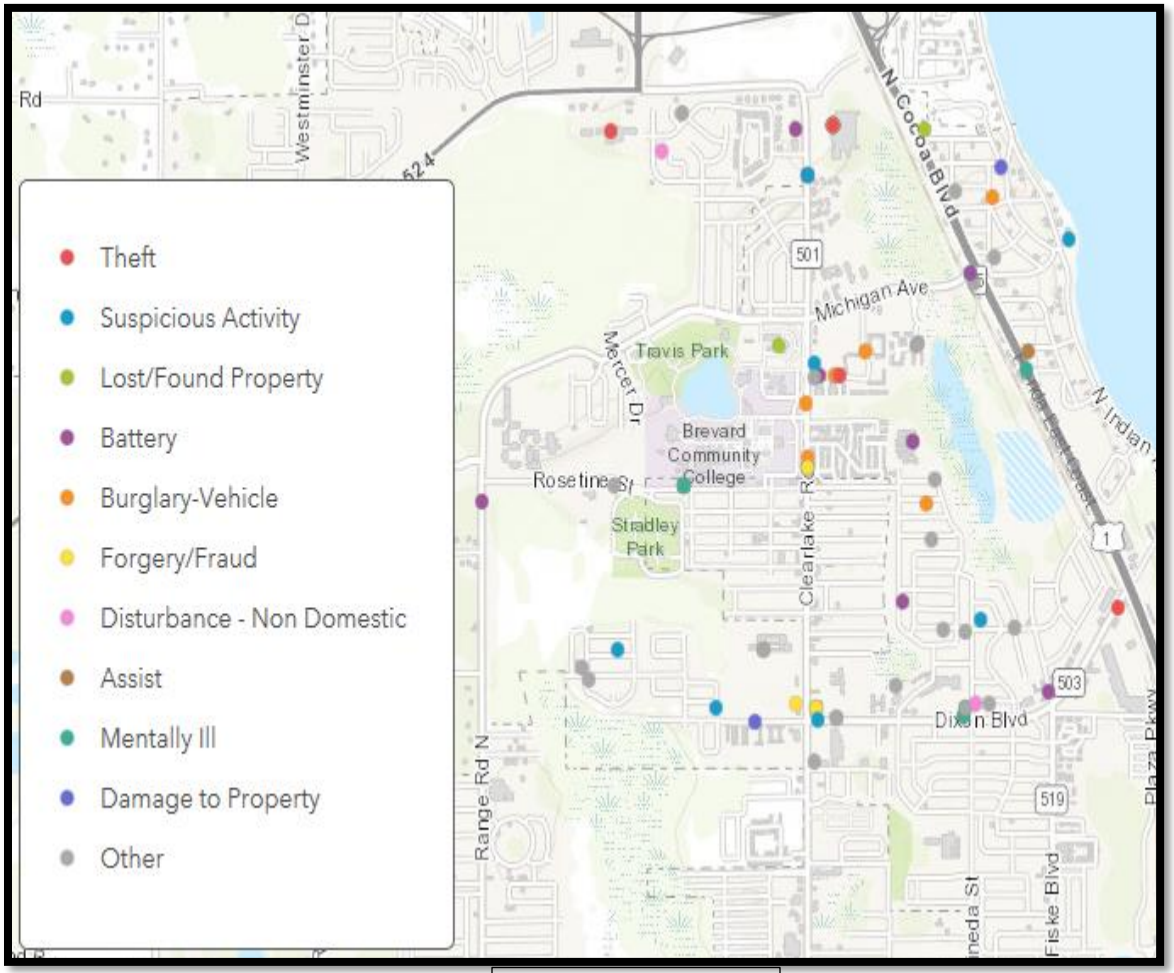
District 3 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 August Activity

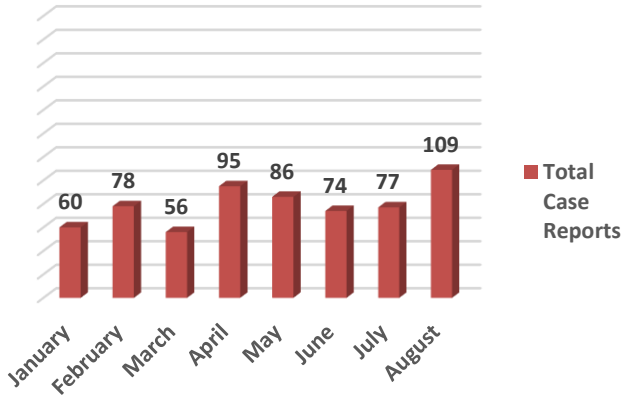
District 4 August Activity Findings

- (109) incidents became cases
- 67% (73) of cases are closed
- There were a total of 37 cases closed with an Arrest(s) or capias request(s).
- 51% of cases closed with an arrest or capias were generated from Theft (13) and Battery(6) cases.



District 4 Cases Map

District 4 Case Reports by Month



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

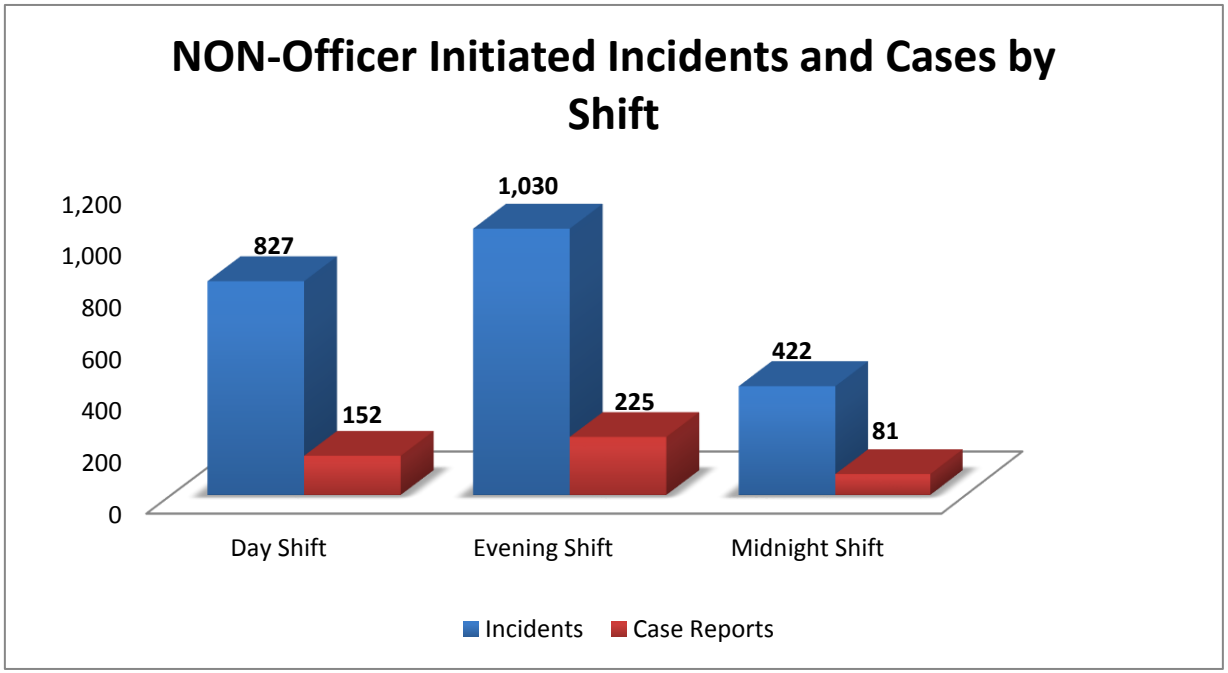
The table below illustrates the totals of Incidents and Cases from August 1, 2018 thought August 31, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	97	27
900 Friday Rd	2	1
1407 Dixon Blvd	46	24
1524 Clearlake Rd	5	1
800 N. Fiske	25	3
1514 Clearlake Rd	33	7
1080 N. Fiske	31	8
1010 N. Fiske Blvd	7	3
TOTAL	**246**	**74**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents.

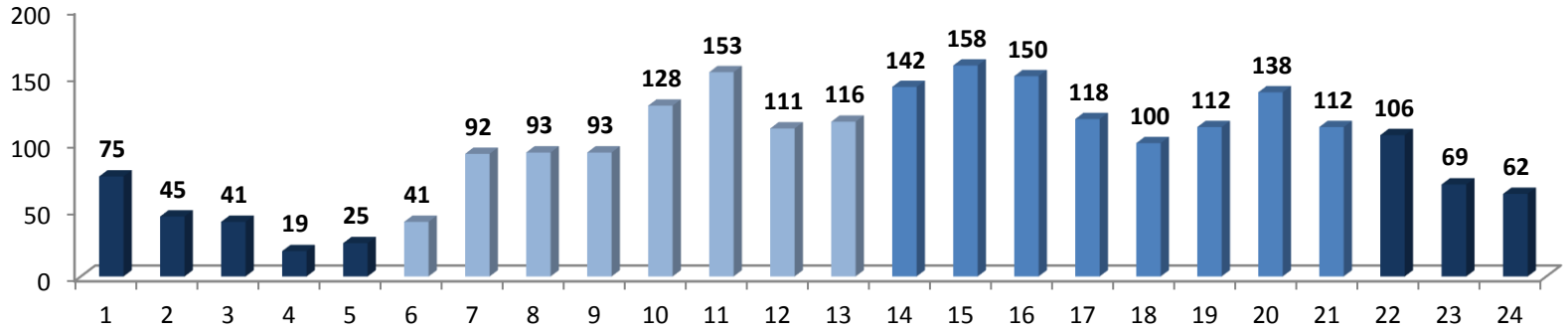


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

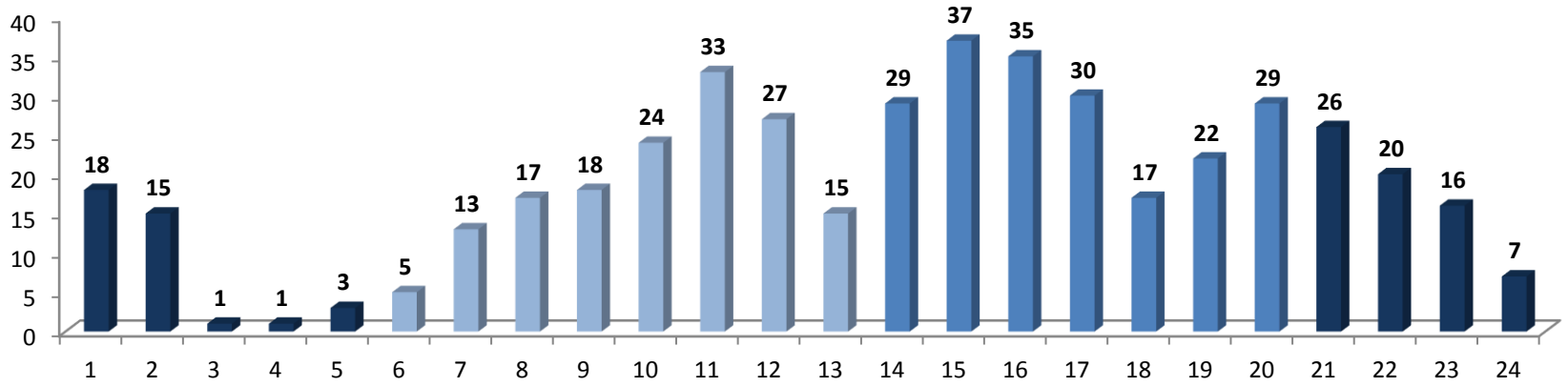
Incidents and Case Reports by Hour

Note: The charts below represents reported incidents and cases during the month of August broken down by time of day. These totals do not include Patrol Checks or officer iniciated incidents.

Incidents by Hour

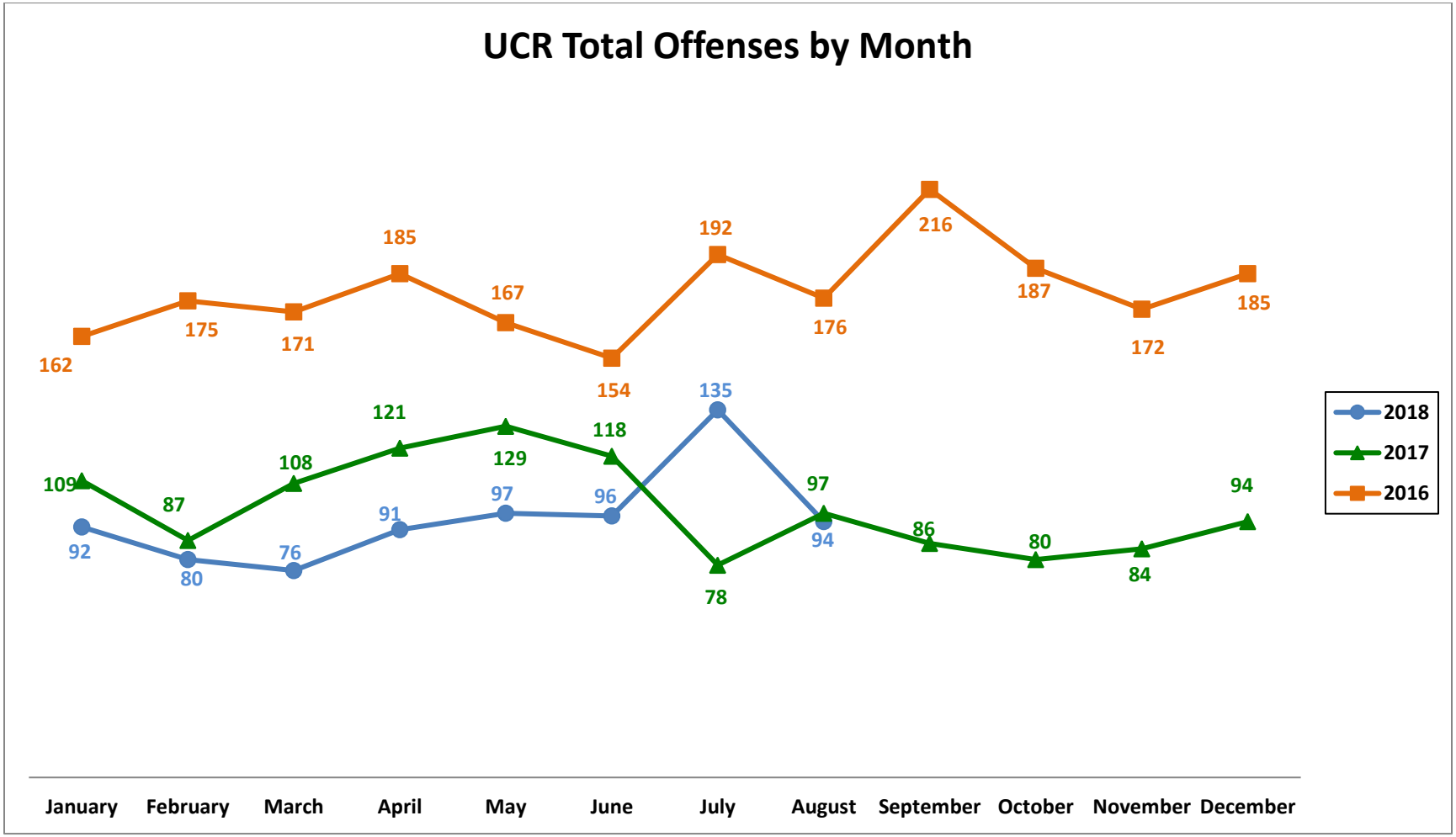


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 9/27/18.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst