# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda

**Tuesday, September 10, 2024**

**6:00 PM**

**Cocoa City Council Chambers**

## City Council

## CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 24-533 Approval of the September 10, 2024 Regular City Council meeting agenda as written or with amendments.

***Attachments:*** 09-10-2024 Short Agenda.pdf

MINUTES:

**II.1(a)** 24-532 Approval of the July 10, 2024 Special City Council meeting minutes as written or with amendments.

***Attachments:*** 07-10-2024 Minutes ADA.pdf
Exhibit A - FY25 Budget Meeting.pdf
Exhibit B - Cocoa Fire Fleet Strategic Overview.pdf

## III. AWARDS AND PRESENTATIONS:

**III.1** 24-506 Presentation by Space Coast Transportation and Planning Organization (SCTPO) Consultant HDR Engineering, Inc. on the Intermodal Station Feasibility Study Findings

***Attachments:*** Intermodal Feasibility Study - Cocoa Presentation FINAL 9-3-2024.pdf

**III.2** 24-528 Proclamation: Proclaiming the month of September as “National Suicide Prevention Month."

***Attachments:*** National Suicide Prevention Month.pdf

**III.3** 24-530 Proclamation recognizing Odeika Giscombe.

## IV. DELEGATIONS:

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

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

## V. CONSENT AGENDA:

**V.1** 24-453 Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff.

***Attachments:*** Budget Resolution FY 2024-085 ADA Compliant.docx

BAF 24-119-PT-PW ARPA Funded AC Units (09-10-24) Agenda # 24-453.pdf

**V.2** 24-490 Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes.

***Attachments:*** 433144-1-8404 G2X22 City of Cocoa Contract Executed 19Aug2024.pdf

HVE Grant Budget Resolution FY 2024-086 ADA Compliant.docx

BAF 24-127-A-PD- Accept HVE grant Money (09-10-24) Agenda (24-490).pdf

**V.3** **24-502** Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY25 Budget.

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****.

***Attachments:*** CONFIDENTIAL Document 1.pdf

CONFIDENTIAL Document 2.pdf

**V.4** 24-512 Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting 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, Inc. (Water Suppliers).

***Attachments:*** 2024-08-15 Three-Year CUP Agreement.pdf

**V.5** 24-513 To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved budget amount, pending the Adoption of the FY2025 Budget.

***Attachments:*** B-25-01-BCPEPC - WATER & WASTEWATER CHEMICALS COMPLETE BID I
B-25-01-BCPEPC Bid Tab.pdf
1-Carmeuse Bid Prices.pdf
2-Genesis Alkali Bid Prices.pdf
3-Tanner Industries Bid Prices.pdf
4-Univar Bid Prices.pdf
5-Matheson Bid Prices.pdf
6-Thatcher Bid Prices.pdf
7-Linde Bid Prices.pdf
B-25-01-BCPEPC Award.pdf

**V.6** 24-519 Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget.

***Attachments:*** 2024-08-30 - Cocoa - WC Renewal Evaluation.pdf
City of Cocoa FL Program Commitment executed 2023.pdf

MULTI-YEAR CONTRACTS:

## VI. PUBLIC HEARINGS:

**VI.1** 24-473 Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district..

***Attachments:*** Ordinance 12-2024 - Modifying Setbacks in RU-1-7 for Diamond Square
Diamond Square CRA with RU-1-7 Zoning.pdf
10523198.pdf

**VI.2** 24-525 Consideration of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.”"

***Attachments:***
Ordinance 08-2024 _ FLU Amendment Cocoa Place.docx
Exhibit A-Comp Amendment Location.pdf
Exhibit B- Comp Amendment.pdf
Legal Ad PZ Cocoa Place Sept 4 affadavit.pdf

**VI.3** 24-526 Consideration of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”..

***Attachments:***
Ordinance 09-2024 _ Rezoning Cocoa Place.docx
Exhibit A- Re-Zoning Location.pdf
Exhibit B- Re-Zoning.pdf
Legal Ad PZ Cocoa Place Sept 4 affadavit.pdf

## VII. COUNCIL BUSINESS:

**VII.1** 24-441 Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027.

***Attachments:***
Intent to Reapply.pdf
Board Roster.pdf

**VII.2** 24-515 Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2027.

***Attachments:***
Housing Roster.pdf

**VII.3** 24-524 Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board to fulfill two vacancies through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028.

***Attachments:***
Kirn Intent to Reapply.pdf
Blankenship Application.pdf
Wall Application.pdf
Memo to City Clerk - Police and General Pension Appointments for Sept. 10 20
Roster.pdf

**VII.4** 24-529 Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2028.

***Attachments:*** 08_2024 Intent to Reapply.pdf
Roster.pdf

**VII.5** 24-521 Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida.

***Attachments:*** Development Order -Greenwood Appeal.pdf

**VII.6** 24-523

Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando

***Attachments:***
Petition for Annexation - City of Cocoa (004).docx
Consent Form - Annexation - Pump Station Site.docx
Consent Form - Annexation - Well Site #1.docx
Consent Form - Annexation - Well Site #2.docx
Consent Form - Annexation - Well Site #3.docx
Consent Form - Annexation - Well Site #4.docx
Consent Form - Annexation - Well Site #5.docx
Consent Form - Annexation - Well Site #5T.docx
Consent Form - Annexation - Well Site #6T.docx
Consent Form - Annexation - Well Site #7.docx
Consent Form - Annexation - Well Site #8.docx
Consent Form - Annexation - Well Site #8T.docx
Consent Form - Annexation - Well Site #9.docx
Consent Form - Annexation - Well Site #9T.docx
Consent Form - Annexation - Well Site #10T.docx
Consent Form - Annexation - Well Site #11T.docx
Consent Form - Annexation - Well Site #12T.docx
Consent Form - Annexation - Well Site #13T.docx
Consent Form - Annexation - Well Site #14T.docx
Consent Form - Annexation - Well Site #15T.docx
Consent Form - Annexation - Well Site #16T.docx
Consent Form - Annexation - Well Site #I.docx
Consent Form - Annexation - Well Site #J.docx
Consent Form - Annexation - Well Site #K.docx

**VII.7** 24-534

Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee.

***Attachments:***
FW_ Invoices for City of Cocoa.pdf
Invoice-0000105.pdf
Invoice-0000095.pdf

## VIII. CITY BUSINESS:

**VIII.1** 24-498 Requesting a change in the route for the upcoming Alzheimer's Walk 9/21/2024

**VIII.2** 24-536 Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and development of Affordable Housing within the Michael C. Blake Subdivision located in the Diamond Square Redevelopment Area.

***Attachments:*** RFPMCBSubdivision.pdf

**VIII.3** 24-472 Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of $2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement, if necessary.

***Attachments:*** Resolution No. 2024-087 for Comp Bid.doc

## IX. INFORMATIONAL AGENDA:

**IX.1** 24-527 Bi-weekly Report from August 26 - September 6, 2024.

***Attachments:*** Council bi-weekly report.pdf

**IX.2** 24-531 Informational Only - The City of Cocoa's Open Board Vacancies.

**IX.3** 24-535 Planning & Zoning Project Updates Report.

***Attachments:*** Current Development Projects Summary September, 2024.pdf

## X. REPORTS:

## XI. ADJOURNMENT

## XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

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

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

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

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

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-533 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approval of the September 10, 2024 Regular City Council meeting agenda as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 09-10-2024 Short Agenda.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the September 10, 2024 Regular City Council meeting agenda as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

**RECOMMENDED MOTION:**

Approval of the September 10, 2024 Regular City Council meeting agenda as written or with amendments.



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# Agenda
# City of Cocoa
# Regular Meeting of The City Council

## Date: September 10, 2024
## Time: 6:00 pm
## Location: 65 Stone Street Cocoa, FL 32922

**I. Opening Matters:**

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

**II. Approval of Agenda and Minutes:**

1. Agenda: Regular Meeting of September 10, 2024. (24-533).

2. Minutes: (a) Special Meeting of July 10, 2024. (24-532).

**III. Awards and Presentations:**

1. Presentation by Space Coast Transportation and Planning Organization (SCTPO) Consultant HDR Engineering, Inc. on the Intermodal Station Feasibility Study Findings. (24-506). (Space Coast TPO)

2. Proclamation: Proclaiming the month of September as “National Suicide Prevention Month." (24-528). (Wayne Price)

3. Proclamation recognizing Odeika Giscombe. (24-530). (Councilmember Goins)

**IV. Delegations:**

In accordance with the City Council’s rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City’s water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and*

*Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

## V. Consent Agenda:

### (A) General Consent Items:

1. Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff. (24-453). (Public Works Director)

2. Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes. (24-490). (Police Chief)

3. Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY25 Budget. (24-502). (Chief Technology Officer)

   *****This Item is Confidential per FS 119.0725 and Not for Public Release*****

4. Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting 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, Inc. (Water Suppliers). (24-512). (Utilities Director)

5. To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved

budget amount, pending the Adoption of the FY2025 Budget. (24-513). (Utilities Director)

6. Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget. (24-519). (Administrative Services Director)

**(B) Multi-Year Contracts:**

**VI. Public Hearings:**

1. Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district. (24-473). (City Planner)

2. Consideration of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa "Commercial" to City of Cocoa "Neighborhood Commercial." (24-525). (City Planner)

3. Consideration of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial." (24-526). (City Planner)

**VII. Council Business:**

1. Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027. (24-441). (Administrative Services Director)

2. Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2027. (24-515). (Administrative Services Director)

3. Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028. (24-524). (Administrative Services Director)

4. Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2028. (24-529). (Administrative Services Director)

5. Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida. (24-521). (City Attorney)

6. Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando. (24-523). (City Attorney)

7. Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee. (24-534). (Deputy Mayor Hearn)

## VIII. City Business:

1. Requesting a change in the route for the upcoming Alzheimer's Walk 9/21/2024. (24-498). (Comm. & Econ. Development Director)

2. Request for Proposal for the purchase/disposal of surplus real estate for the development of affordable housing in the Michael C. Blake subdivision and other selected parcels in Cocoa, Florida 32922, situated in the Diamond Square Community Redevelopment Area. (24-536). (City Manager)

3. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of $2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement, if necessary. (Administrative Services Director) (24-472). (Administrative Services Director)

## IX. Informational Agenda:

1. Bi-weekly Report from August 26 - September 6, 2024. (24-527). (City Manager)

2. City of Cocoa's Open Board Vacancies. (24-531). (City Clerk)

**This Agenda may be Amended up until or at the Meeting**

3. Planning & Zoning Project Updates Report. (24-535). (City Manager)

**X. Reports:**

**XI. Adjournment:**

**XII. Notice to the Public:**

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

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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**This Agenda may be Amended up until or at the Meeting**

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-532 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approval of the July 10, 2024 Special City Council meeting minutes as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 07-10-2024 Minutes ADA.pdf<br>Exhibit A - FY25 Budget Meeting.pdf<br>Exhibit B - Cocoa Fire Fleet Strategic Overview.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the July 10, 2024 Special City Council meeting minutes as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A


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**RECOMMENDED MOTION:**

Approval of the July 10, 2024 Special City Council meeting minutes as written or with amendments.



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**MINUTES**
**City of Cocoa**
**Budget Preparation Special Meeting of The City Council**

**July 10, 2024**

A Special City Council Meeting was held on Wednesday, July 10, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Blake called the meeting to order at 5:00 p.m.

Chief Collier provided the invocation and Assistant City Attorney Eick led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

| | | |
|---|---|---|
| PRESENT: | Michael C. Blake | Mayor |
| | Lavander Hearn | Deputy Mayor |
| | Matthew Barringer | Councilmember |
| | Alex Goins | Councilmember |
| | Lorraine Koss | Councilmember |
| | Anthony Garganese | City Attorney |
| | Stockton Whitten | City Manager |
| | Monica Arsenault | City Clerk |

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Dara Hennessey, Deputy Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Mitch Lawyer, Systems and Support Manager; and Corbin Gilbert, Help Desk Support Tech.

## II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of July 10, 2024. (24-392).

## III. FY 2025 Balanced Budget Proposal Overview

Ms. Bowman provided a presentation[1] and provided a FY25 Budget review. She shared general fund revenues, highlighting new money that will be coming in. She talked about significant general fund expenditures and provided a breakdown of the general fund by department.

City Manager Whitten shared that Union negotiations are in progress. Additionally, he discussed FY25 capital purchases.

Chief Lamm provided a Cocoa Fire Fleet strategic overview[2]. He shared information regarding the Fire Department's fleet and apparatus. He talked in furtherance about equipment and fleet that needs to be replaced and current operating costs.

## IV. Stantec Annual Financial Analysis

Peter Napoli, Senior Manager, Stantec, reviewed the foundations of the annual financial analysis. He highlighted several key planning observations and considerations in the general fund. He shared the City's fire assessment results and discussed the FY24 annual residential fire assessment fee rate survey.

Mr. Napoli reviewed several key planning observations and considerations in the water/sewer rate and revenue analysis. He spoke about the financial management plan and provide a residential monthly water bill comparison of local cities.

Lastly, he shared the stormwater forecast and talked about the key planning observations and considerations. He also reviewed the FY24 annual residential stormwater fee rate survey.

He gave a summary of the results, including:

- No millage rate increase
- A 3% fire assessment rate increase
- A 2% water/sewer utility rate increase

[1] Exhibit A: FY25 Budget Preparation
[2] Exhibit B: Cocoa Fire Fleet Strategic Overview

- A 2% stormwater special assessment rate increase followed by a 4% annual rate indexing

* **Consensus from Council to give approval to staff to present the proposed tentative millage rate of 6.9532 for FY25 at the July 23, 2024 City Council meeting.**

**AYES: Blake, Hearn, Barringer, Goins, Koss**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

## V. Parks

City Manager Whitten provided a history of the District 4 Parks, noting that the City of Cocoa and Brevard County have continued to operate under the original expired maintenance agreement. The City of Cocoa and the County are currently negotiating a new Interlocal Agreement to address the maintenance and operations of these parks.

He shared that the city contributes approximately 19% of the District 4 revenue and the City of Cocoa receives approximately 32% of the total revenue. Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

City Manager Whitten mentioned that in regard to the proposed Interlocal Agreement for the operation and maintenance of Cocoa Parks, the County Commission unanimously approved the following:

- The proposed Interlocal Agreement is presented and approved, as is, by October 1, 2024.

- If the City does not approve the Interlocal Agreement by July 31, 2024, the County will notify the City that they will cease to maintain City of Cocoa parks on October 1, 2024.

He highlighted the major changes in the maintenance agreement which include the following:

- Brevard County wants to ensure that the funds expended do no exceed the revenues taken in for the special taxing district (District 4 which includes Cocoa residents and businesses)
- Not Funding any expenditures over $5,000

- Requiring sharing of expenses once the City hits the revenue cap not to exceed $2,500 per item
- Requiring the city to fund operation and capital in the budget (estimating $500,000 in FY25 budget)

City Manager Whitten gave a cost analysis of the parks maintenance agreement. An option could include removing three smaller parks from the County maintenance and incorporate that maintenance into the City's daily operations. The parks could be Carl Anderson Park, Cocoa Manor and Gilmore Community Park. This would save the City approximately $35,000.

Ms. Morgan discussed park options at Junny Rios Martinez Park. They are as follows:

Junny Rios Martinez Park

- Construct two pickleball courts
- Install a pavilion
- Expand playground
- Construct a park perimeter walking loop
- Change out basketball goals
- Install soccer mini pitch

Deputy Mayor Hearn suggested opening up a survey to allow the residents that utilize the parks to vote on which items they would like to see the most. In response, City Manager Whitten noted that this is actually something staff has discussed and could be considered if Council wished to do so.

Discussion was held on bathroom capacities at the parks.

Councilmember Barringer pointed out that while each Council member has their own wishes for their district, they have yet to discuss cuts. If District 3 parks are going to take a cut, he asked Council to consider sharing those cuts. This way they might be able to allocate funds for something else, possibly to cover the costs for the maintenance agreement.
Deputy Mayor Hearn added that he would be interested to see if there are any grants available for an additional community pool in the city.

Additionally, he would like to work with the HOA at the 800 Fiske Boulevard apartments to see if they would offer a discounted rate to one of the city's police officers in exchange for security to help clean the area up a bit.

Councilmember Koss asked if it might be possible to get acoustic sound barriers for Travis Park.

Ms. Morgan reviewed park options at Provost Park. They are as follows:

Provost Park

- Bathroom upgrades
- Pickleball court fence
- Bleachers
- Perimeter fence
- Soccer mini pitch

Discussion was held on a preference for a 6 foot or 8-foot perimeter fence. It was agreed that an 8-foot fence would be the best option.

Councilmember Goins stated that three rows of bleachers is probably unnecessary and he thinks that two rows would be plenty if the City is looking to save money.

Further discussion was held on Council priorities regarding the parks.

## VI. Council Discussion

## VII. Public Input/Citizen Participation

Mayor Blake opened the discussion to the public. There being no questions or comments, the public portion of the meeting was closed.

## VIII. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer, to adjourn the Special Budget Preparation meeting of July 10, 2024.**

**AYES: Blake, Hearn, Barringer, Goins, Koss**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

**The meeting adjourned at 7:45 p.m.**

_____

**Michael C. Blake, Mayor**

**ATTEST:**

_____

**Monica Arsenault, City Clerk**

# FY 2025 BUDGET PREPARATION



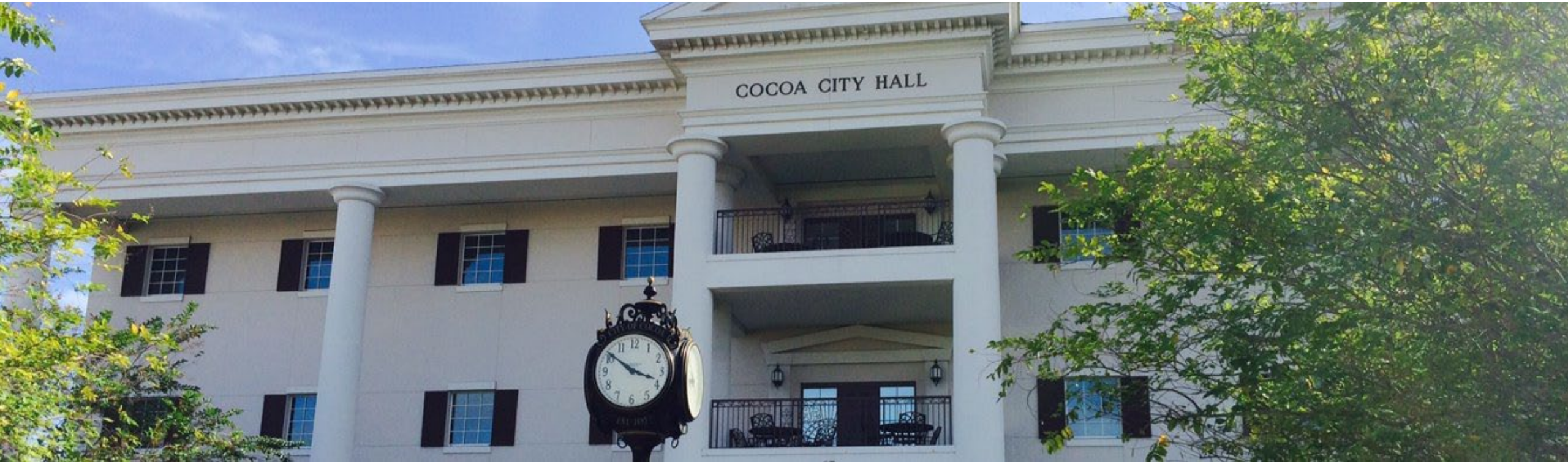

## Special Meeting
## July 10, 2024

# AGENDA

COCOA
FLORIDA

1. FY 2025 Balanced Budget Proposal Overview
2. Stantec Annual Financial Analysis
   - General Fund
   - Fire Assessment
   - W/S Utility Fund
   - Stormwater Fund
3. Parks
   - County Parks Agreement
   - Junny Rios Martinez Park
   - Provost Park
4. Council Discussion
5. Public Input/Citizen Participation

# FY2025 BUDGET REVIEW




COCOA
FLORIDA

# General Fund Revenues – New Money

| | |
|---|---|
| • Ad Valorem | $1,419,483 |
| • Investment Interest Revenue | 580,739 |
| • State Shared Revenue | 186,116 |
| • Special Assessment (Fire) | 207,762 |
| • Charges for Services | 102,043 |
| • Transfers : | |
| Cost of Services | 414,117 |
| UT Fund ROI | 159,348 |
| UT Fund PILOFF | 84,747 |
| **New Revenue** | **$3,154,355** |

COCOA FLORIDA

# General Fund Significant Expenditures

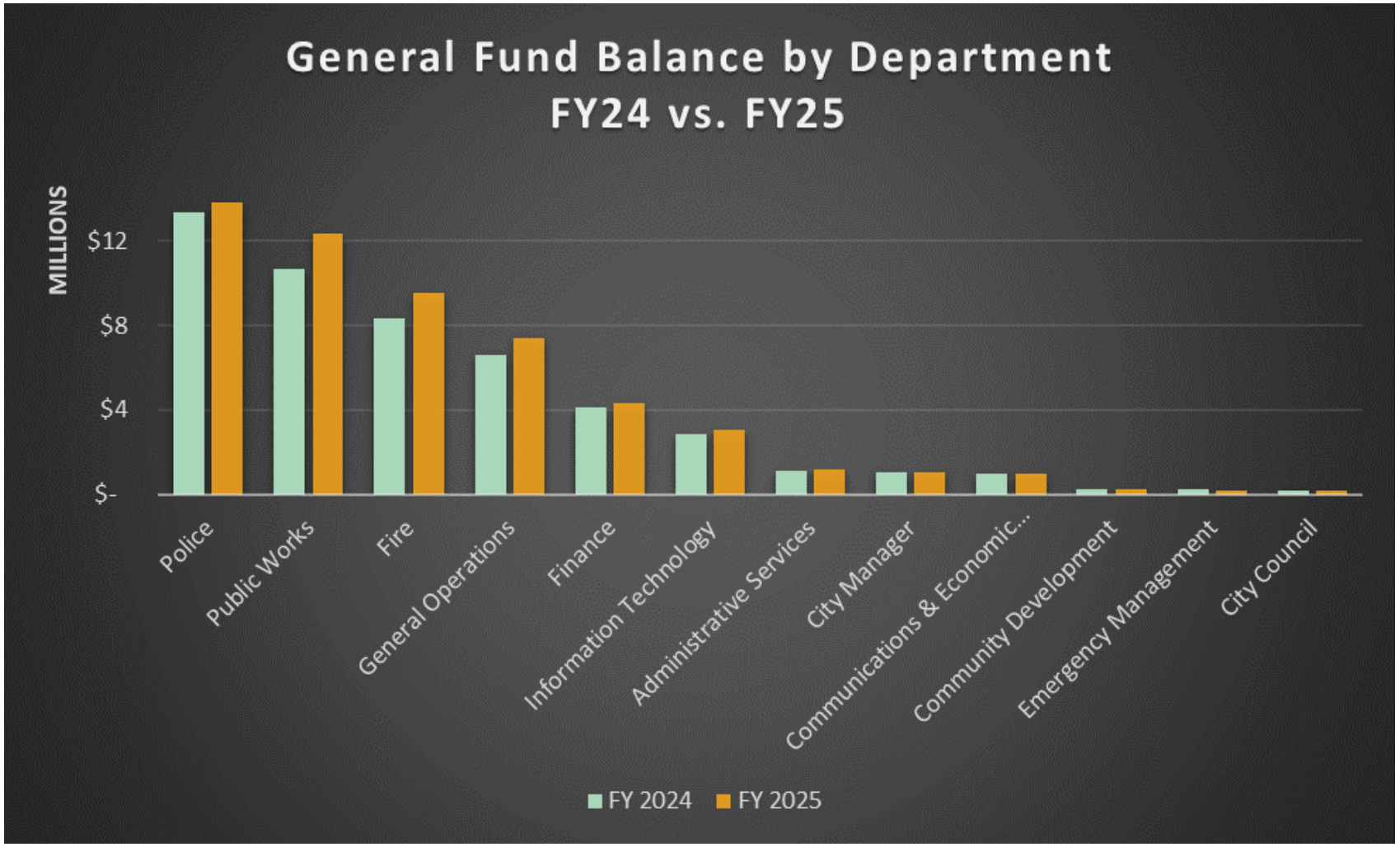
| | |
|---|---|
| • Capital Funding with Revenue | $875,000 |
| • Salary Increases | 613,100 |
| • County Park Agreement Obligation | 500,000 |
| • Maintenance Increases | 388,241 |
| • Debt Service Payment for Capital Purchases | 380,000 |
| • Liability Insurance Increase | 160,689 |
| • TIF Transfer to the CRAs | 131,496 |
| **Significant Increases** | **$3,048,526** |

COCOA FLORIDA

# General Fund By Department

| Department | FY 2024 | FY 2025 | CHANGE | % CHANGE |
|---|---|---|---|---|
| Police | $ 13,373,042 | $13,851,474 | $478,432 | 4% |
| Public Works | 10,681,569 | 12,317,835 | 1,636,266 | 15% |
| Fire | 8,345,033 | 9,532,408 | 1,187,375 | 14% |
| General Operations | 6,569,730 | 7,405,455 | 835,725 | 13% |
| Finance | 4,116,978 | 4,316,051 | 199,073 | 5% |
| Information Tech | 2,828,454 | 3,060,291 | 231,837 | 8% |
| Admin Services | 1,132,487 | 1,209,349 | 76,862 | 7% |
| City Manager | 1,015,298 | 1,050,128 | 34,830 | 3% |
| Comm & Econ Dev | 967,782 | 1,000,888 | 33,106 | 3% |
| Comm Services | 238,442 | 210,646 | (27,796) | (12%) |
| Emergency Mgmt | 233,737 | 173,015 | (60,722) | (26%) |
| City Council | 182,908 | 179,933 | (2,975) | (2%) |
| General Fund Total | $49,685,460 | $54,307,473 | $4,622,013 | 9% |

# General Fund By Department




COCOA FLORIDA

# Union Negotiations in Progress

- LIUNA
- IAFF
- PBA
- Teamsters (Fire District Chiefs) Wage Opener
- PBA (Police Lieutenants) Wage Opener

COCOA FLORIDA

# FY 2025 Capital Purchases

**Fire**

- Fire Engine Apparatus $1,120,000

**Police**

- 50 Mobile Radios $405,551
- 29 Portable Radios $192,652
- Patrol Car $65,000

**Public Works**

- Range Road Full Depth Paving $550,000
- Annual Street Paving $500,000

COCOA FLORIDA

# FY 2025 Capital Purchases - Continued

- Brevard County Parks Contract Obligation- ($250K in R&M also) $250,000
- Flatbed Truck Replacement - $126,000
- (2) Replacement Vehicles - $115,000
- Kubota Loader - $72,000
- Mower- $15,000

**I.T.**

- Fiber Ring - $75,000

**City Hall**

- Pooled Vehicle - $39,495

# FY 2025 Capital Purchases - Continued

| | |
|---|---|
| Total General Fund Capital | $3,525,698 |
| Funded by **Debt Proceeds** | $2,150,698 |
| Funded By **Recurring Revenue** | $1,375,000 |

COCOA FLORIDA




# City of Cocoa
# Annual Financial Analysis

Stantec



# Agenda

1. Foundation of the Analysis
2. General Fund Analysis
3. Water/Sewer Rate and Revenue Sufficiency Analysis
4. Stormwater Forecast
5. Summary

# Foundations of the Analysis

- Revenue sufficiency analysis for General Fund, Utility Fund and Stormwater Fund performed during City's annual budget process
- Provide options and recommendations for sustainability

## Why We Do This:

- Identify short-term and long-term impacts of current-year decisions
- Provide a framework for scenario evaluation and sensitivity tests
- Consider future cost requirements/events
- True-up assumptions based on current conditions

## Source Data & Key Assumptions:

- Fiscal Year 2024 Adjusted Budget
- Fiscal Year 2025 Proposed Budget
- Fiscal Year 2025 – 2029 Preliminary CIP
- Forecast assumptions reflect staff input




# General Fund Analysis

# Key Planning Observations & Considerations

## Objectives

- Evaluate sufficiency of revenues from property taxes and other sources to meet projected costs

## Observations

- Operating levels per Proposed Budget
- Average annual CIP spending of $2.5M
- New debt proceeds of $2.1M and annual payments
- Continued plan of fire assessment rate increases of 3%
- $5M City contribution to high-speed rail station

## Rate Drivers

- Long-term escalation of costs outpace revenue growth
- Conservative assumption of lower taxable value growth

# FAMS | City of Cocoa, FL — General Fund

Stantec

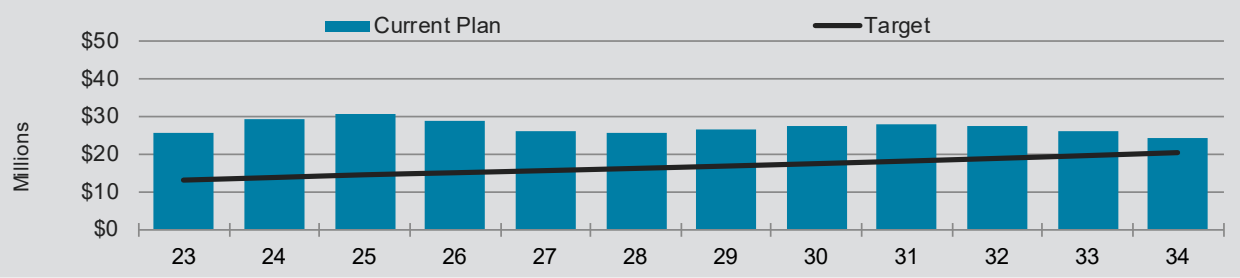
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**Millage maintained**

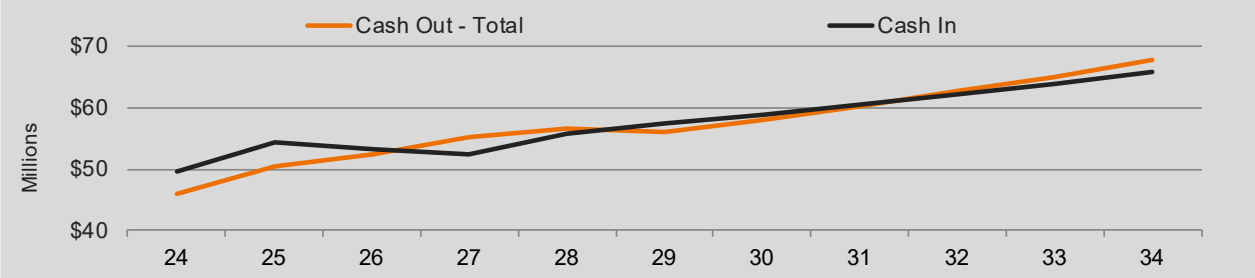
| | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Millage Rate | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 | 6.9532 |
| Taxable Value Increase | 17.0% | 13.1% | 5.1% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% |
| Cash Flow Surplus/(Deficit) $M | $ 3.63 | $ 3.74 | $ 0.64 | $ (2.60) | $ (0.65) | $ 1.34 | $ 0.84 | $ 0.24 | $ (0.42) | $ (1.14) | $ (1.91) |
| End of Year Fund Balance $M | $ 29.25 | $ 30.49 | $ 28.63 | $ 26.03 | $ 25.38 | $ 26.72 | $ 27.56 | $ 27.79 | $ 27.37 | $ 26.23 | $ 24.32 |

Salaries 3.0%

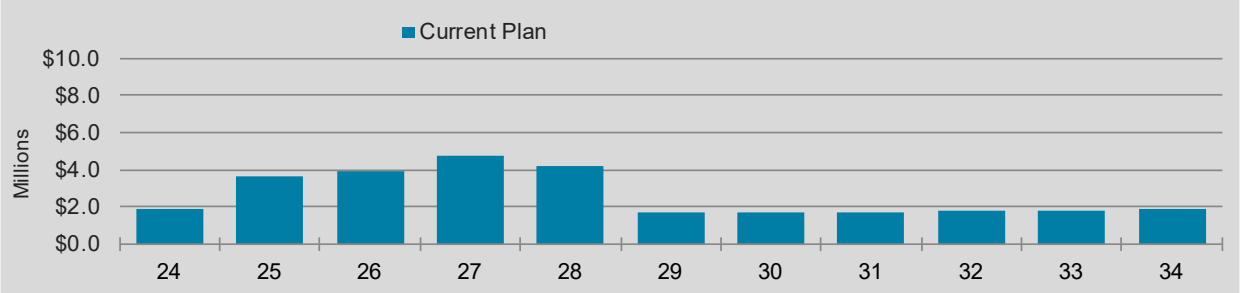
## End of Year Fund Balance (Committed & Unassigned)



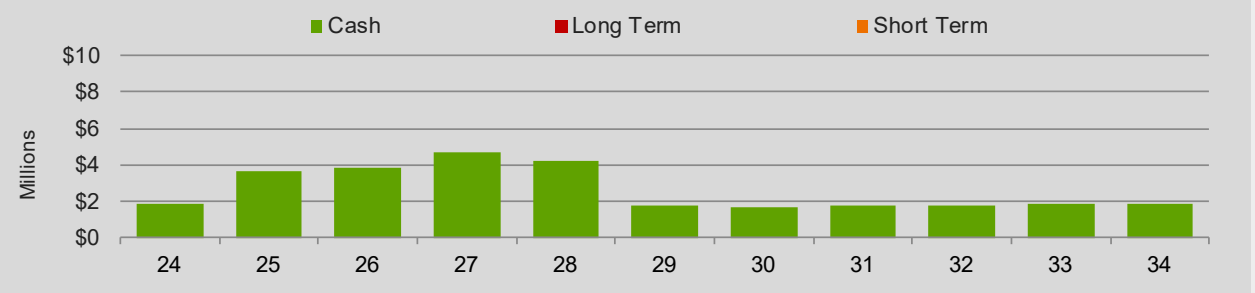

## Revenues vs. Expenses




## CIP Spending




## CIP Funding



# Fire Assessment Results

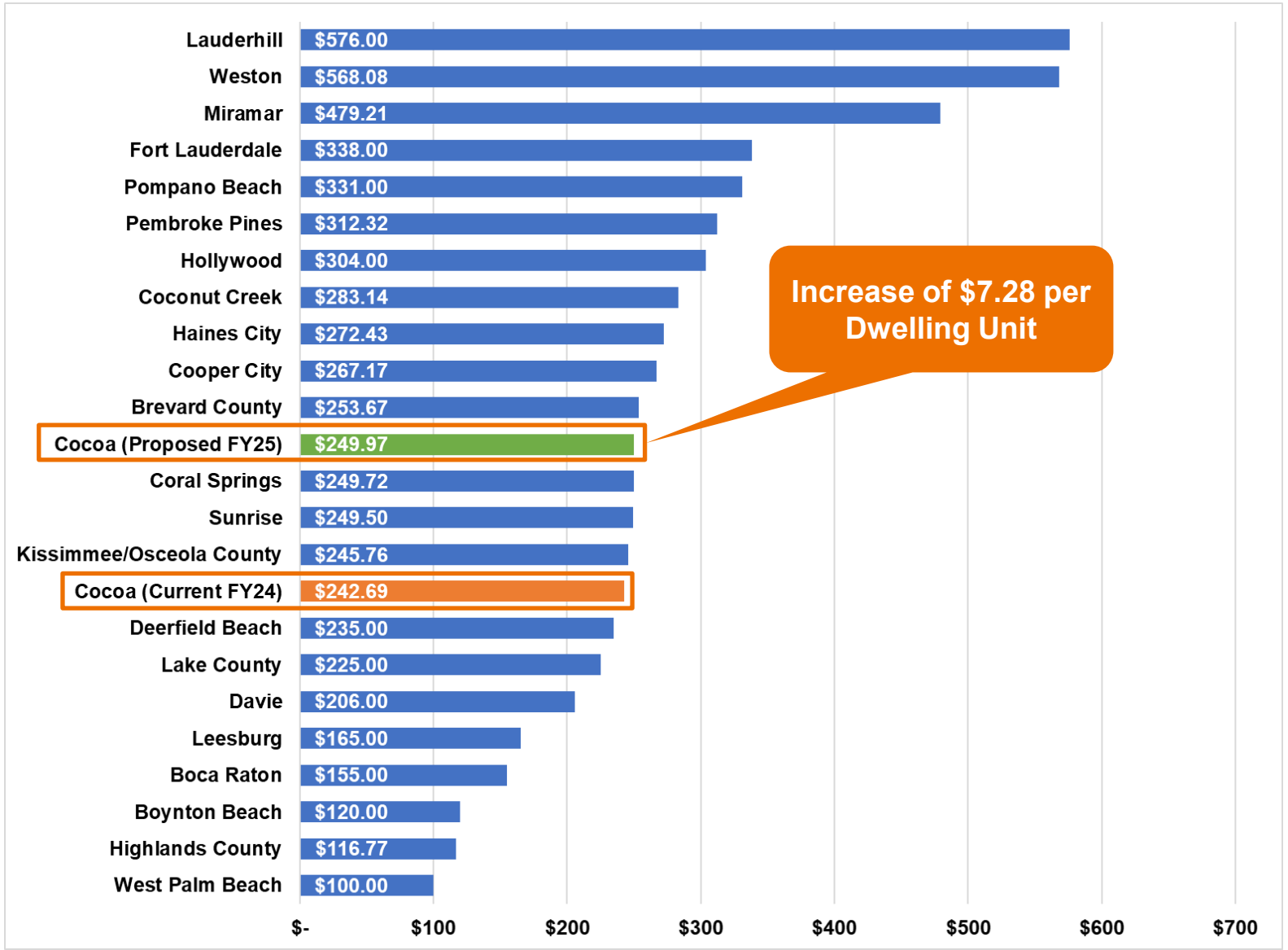
| Fire Assessment Calculation | FY 2024 Adopted | FY 2025 Proposed | Increase $ | *Increase %* |
|---|---|---|---|---|
| Residential Rate per Dwelling Unit | $ 242.69 | $ 249.97 | $ 7.28 | *3.0%* |
| Tier 1 Rate per Parcel EBU [1] | $ 171.59 | $ 176.74 | $ 5.15 | *3.0%* |
| Tier 2 Rate per Structure EBU [2] | $ 10.75 | $ 11.07 | $ 0.32 | *3.0%* |
| Fire Admin & Operations Budget | $ 6,405,193 | $ 6,564,743 | $ 159,550 | *2.5%* |
| **Estimated Collected Revenue [3]** | **$ 3,249,076** | **$ 3,486,539** | **$ 237,463** | *7.3%* |
| *Estimated Cost Recovery* | *50.7%* | *53.1%* | | |

[1] Tier 1 equivalent billing units (EBUs) are equal to 5 acres of property size

[2] Tier 2 equivalent billing units (EBUs) are equal to $5,000 of structure value

[3] Collected revenue estimated at 95%

# FY 2024 Annual Residential Fire Assessment Fee Rate Survey





# Water/Sewer Rate and Revenue Sufficiency Analysis

# Key Planning Observations & Considerations

## Background

- Annual reviews of revenue sufficiency to meet costs
- 2023 analysis = 4% annual rate indexing through FY 2033

## Objectives

- Determine if existing rate indexing plan is sufficient
- Develop a sustainable capital funding plan

## Rate Drivers

- Cost inflation (operating and capital)
- Balancing infrastructure needs and affordability

# Financial Management Plan

**Fund cash flow needs**
- Recent inflation in operating and capital costs
- Continuous infrastructure reinvestment

**Operating reserves**
- Minimum of 6-months of O&M expenses
- Cover disruptions in revenue or unforeseen expenditures

**Debt service coverage**
- Net revenues at least 2X annual debt service
- Minimize future borrowing and maintain borrowing capacity
- Utilize potential grant funding for resiliency focused projects

**Keys to Financial Sustainability**

# FAMS Financial Analysis & Management System | By Stantec — CITY OF COCOA, FL - WATER AND SEWER

Stantec

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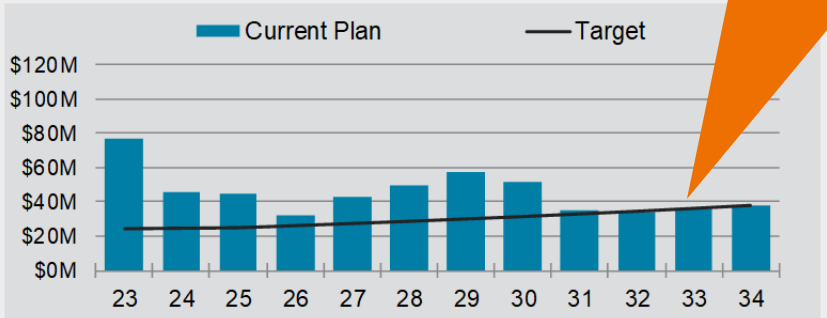
Reduced to 2% followed by 4% annual rate indexing

| | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 | FY 2029 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Water Rate Plan | 4.00% | 2.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 19.33% | 45.18% |
| Sewer Rate Plan | 4.00% | 2.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 19.33% | 45.18% |
| Reclaimed Rate Plan | 4.00% | 2.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | | |
| Senior-Lien DSC | 3.16 | 3.44 | 3.75 | 4.87 | 5.14 | 5.41 | 5.64 | 6.88 | 6.50 | 6.28 | 6.55 | Scenario Manager | |
| Avg WS Bill (4 Kgal) | $ 84.38 | $ 86.07 | $ 89.52 | $ 93.08 | $ 96.81 | $ 100.69 | $ 104.71 | $ 108.89 | $ 113.26 | $ 117.78 | $ 122.50 | | |

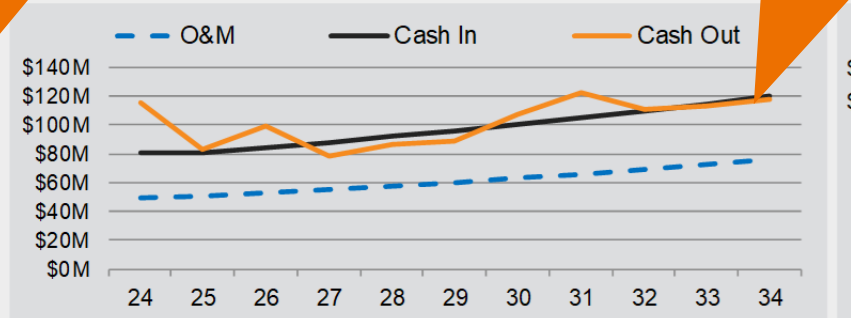
Maintains reserves = 6-months of O&M

Structurally balanced

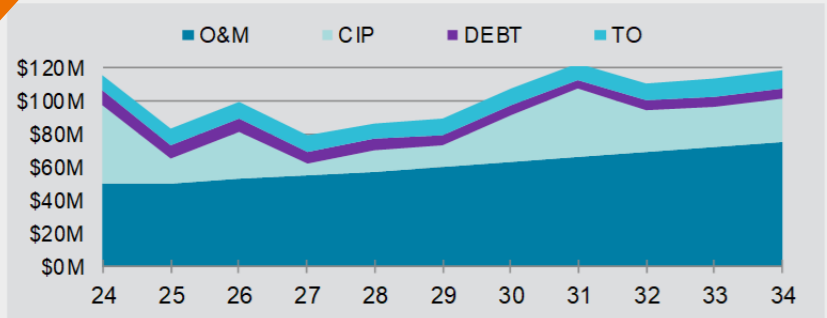
## Operating Fund



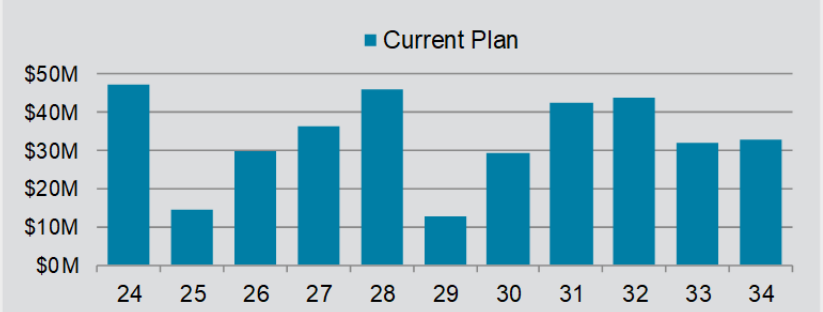

## Revenues vs. Expenses



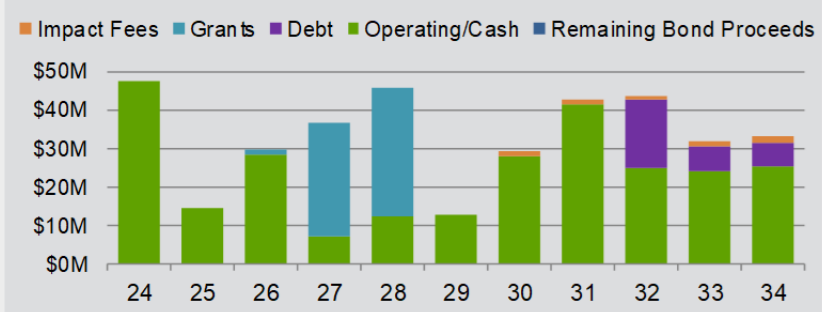

## Expenses by Type




## CIP Spending

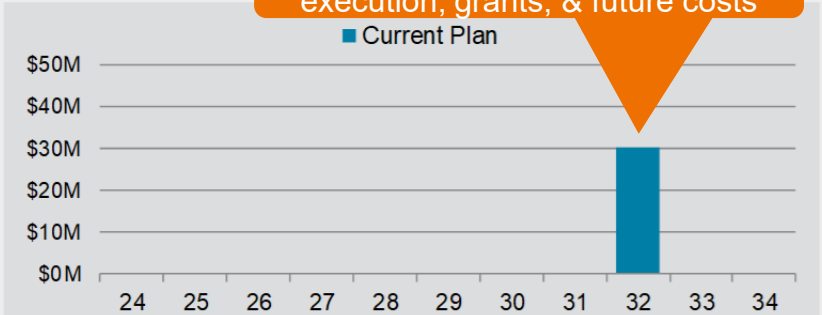



## CIP Funding

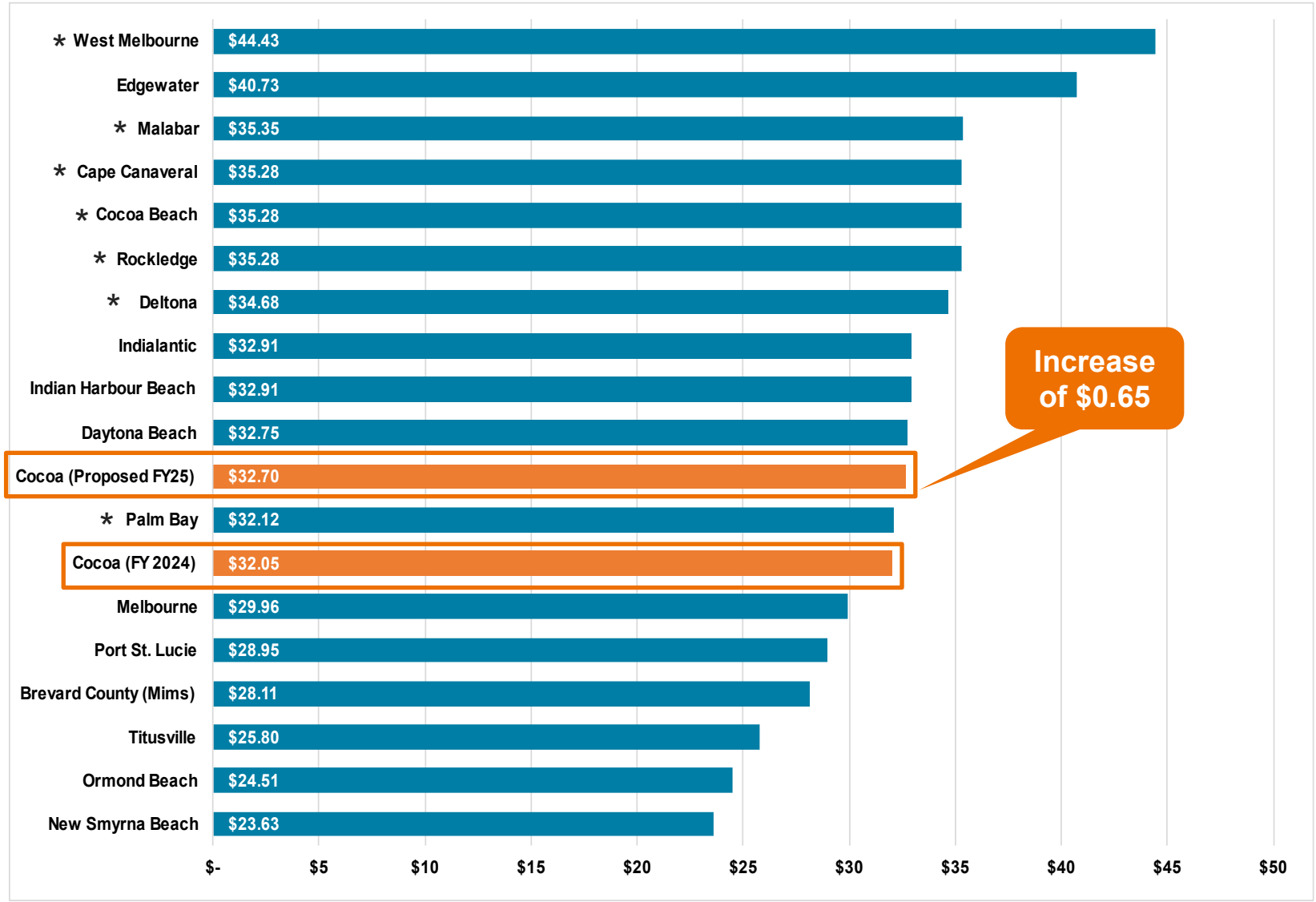



## Borrowing

Future borrowing contingent on CIP execution, grants, & future costs

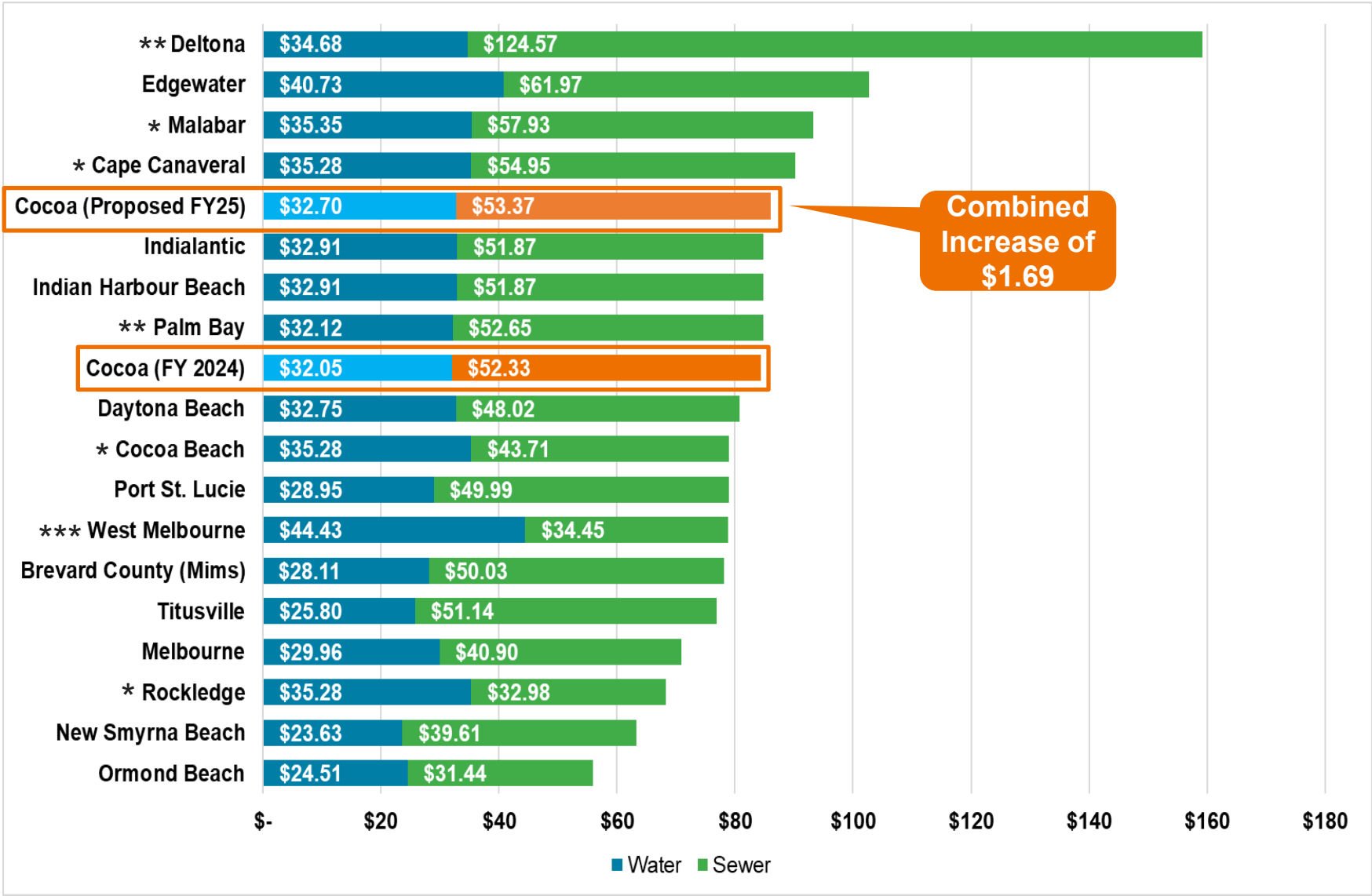


# Residential Monthly Water Bill Comparison – 4,000 gal




* Indicates anticipated increases

# Residential Combined Monthly Bill Comparison – 4,000 gal




*** Ex. Communities w/Projected Annual Rate Increases due to Cocoa Increase:**
Cape Canaveral, Cocoa Beach & Rockledge: 2% FY 25 & 4% future FYs both W & S

**** Ex. Communities w/Planned Annual Rate Indexing:**
Palm Bay: 1.75% W, 3.75 S
Deltona: 5% W, 5% S

***** Ex. Communities w/Projected Annual Rate Increases due to Palm Bay Increase:**
Malabar: 1.75% W, 3.75 S

****** Ex. Larger multi-year increases due to capital improvements:**
West Melbourne:
- FY 24: 14.5% W
- FY 25: 8% W
- FY 26: 3% W
- FY 28: 3% W

Cocoa's bills are expected to remain comparable even with proposed increases



# Stormwater Forecast

# Key Planning Observations & Considerations

## Background

- Annual revenue sufficiency analysis
- Includes 4-month O&M reserve (Approx. $500k)
- Last plan included 4.0% increases through FY 2033
- City utilizes grants to supplement capital funding

## Observations

- Current operating levels per Proposed Budget
- Average annual CIP spending of $1.0M

## Rate Drivers

- Significant capital needs
- Planning for rehab and replacement of aging infrastructure

FAMS Financial Analysis & Management System | By Stantec

# City of Cocoa, FL — Stormwater Fund

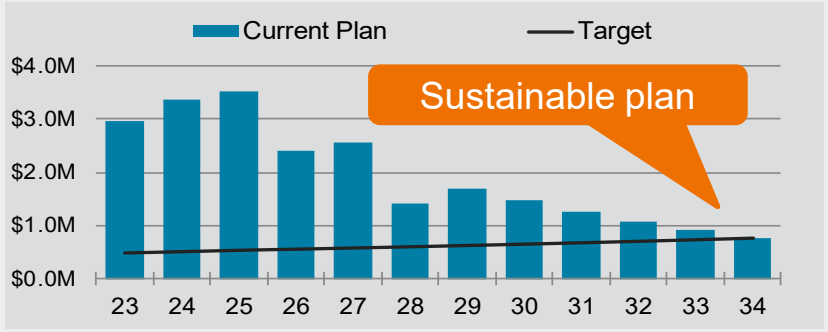
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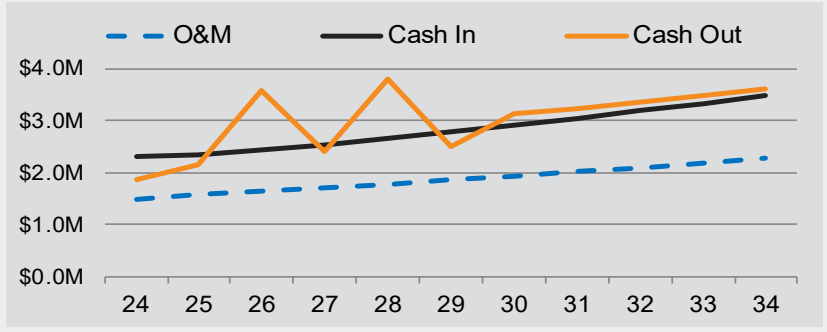
Reduced to 2% followed by 4% annual rate indexing

| | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 | FY 2029 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Revenue Adjustment Plan | 4.00% | 2.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 19.33% | 45.18% |
| Tier 1 SFR Assessment | $ 89.09 | $ 90.87 | $ 94.51 | $ 98.29 | $ 102.22 | $ 106.31 | $ 110.56 | $ 114.98 | $ 119.58 | $ 124.36 | $ 129.34 | | |
| Tier 2 SFR Assessment | $ 137.04 | $ 139.78 | $ 145.37 | $ 151.19 | $ 157.23 | $ 163.52 | $ 170.06 | $ 176.87 | $ 183.94 | $ 191.30 | $ 198.95 | | |
| Tier 3 SFR Assessment | $ 238.46 | $ 243.23 | $ 252.96 | $ 263.08 | $ 273.60 | $ 284.54 | $ 295.93 | $ 307.76 | $ 320.07 | $ 332.88 | $ 346.19 | | |
| *Annual $ Change (Tier 2)* | | *$2.74* | *$5.59* | *$5.81* | *$6.05* | *$6.29* | *$6.54* | *$6.80* | *$7.07* | *$7.36* | *$7.65* | | |

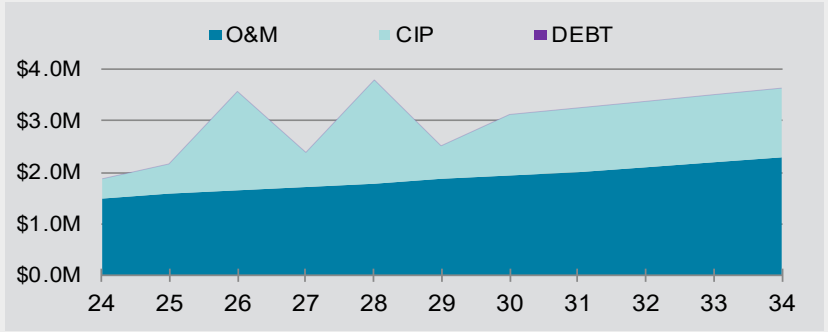
## Operating Fund



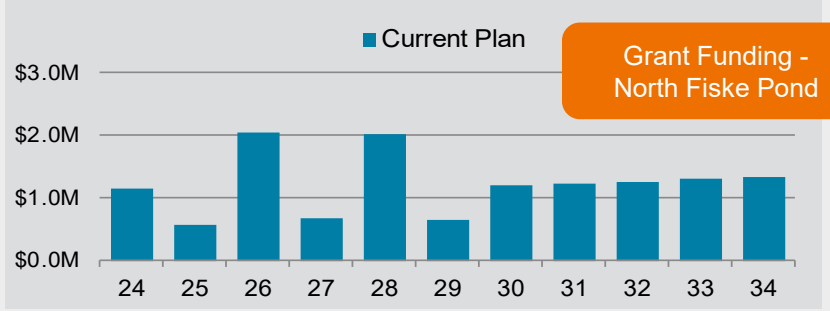

## Revenues vs. Expenses



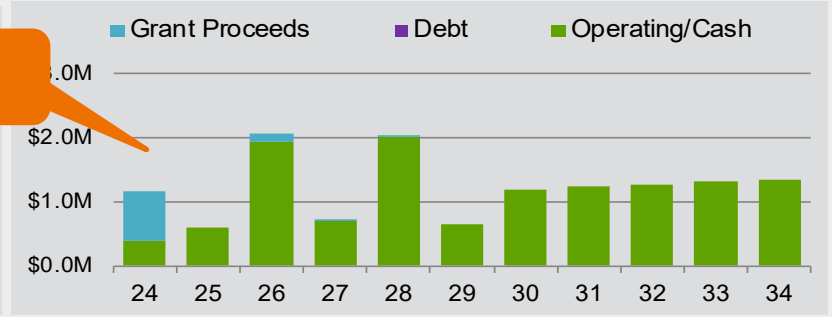

## Expenses by Type



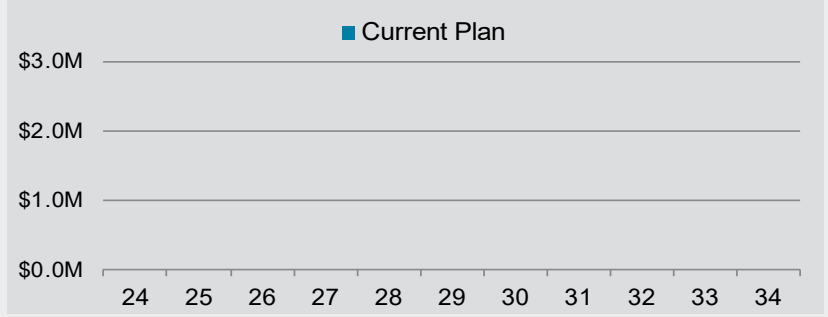

## CIP Spending



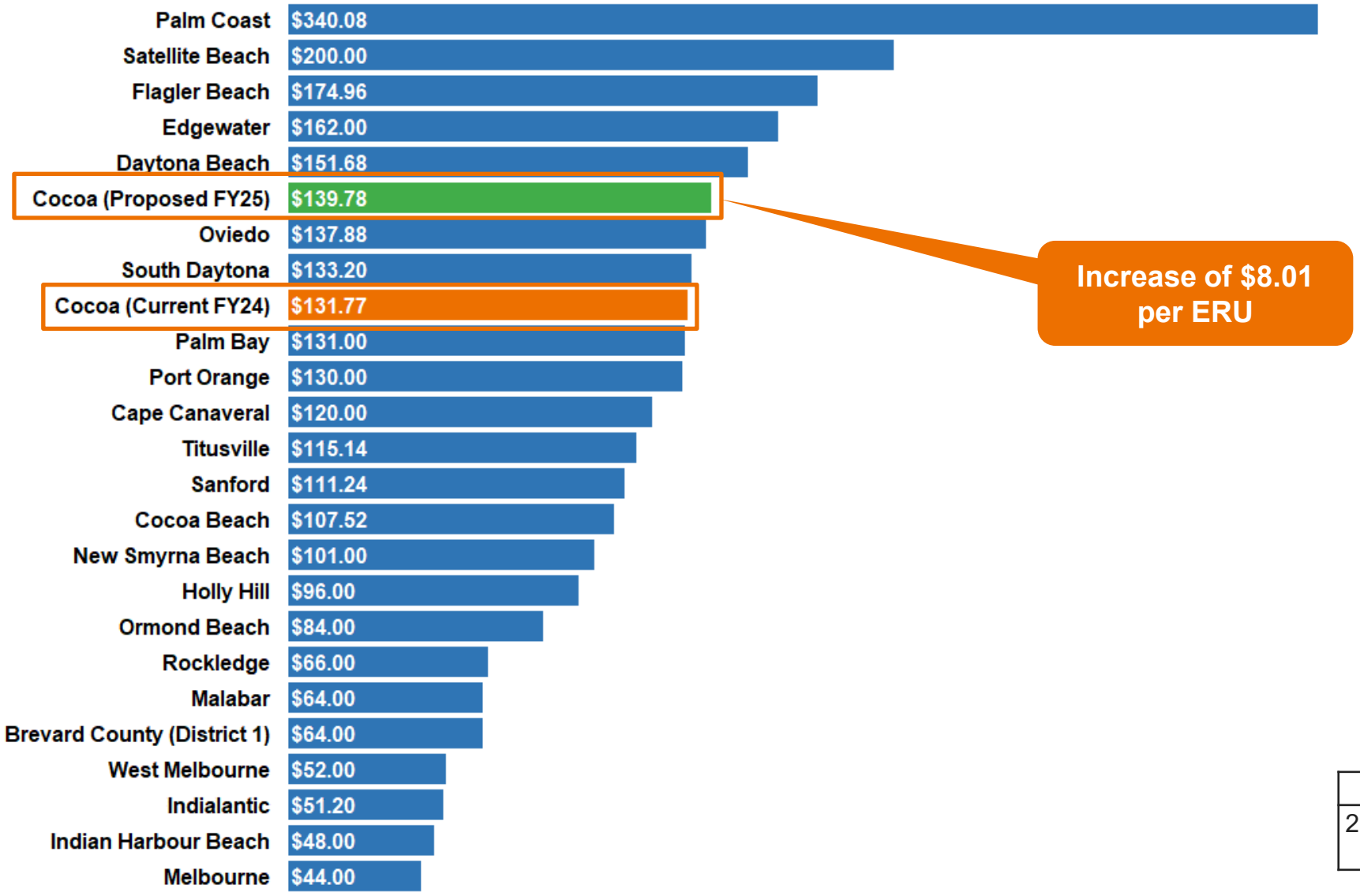

## CIP Funding




## Borrowing



# FY 2024 Annual Residential Stormwater Fee Rate Survey at 1 ERU (Tier 2)




| Tier 2 |
| --- |
| 2,400 to 4,400 Sq. Ft. of Impervious Area |

# Summary of Results



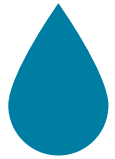
## General Fund Millage Rate

No millage rate increase



## Fire Assessment Rate

A 3% increase is recommended to keep up with costs



## Water/Sewer Utility Rate

2% increase followed by 4% annual rate indexing



## Stormwater Spec Asmnt Rate

2% increase followed by 4% annual rate indexing



# Questions & Discussion

**Peter Napoli**
Senior Manager
Peter.napoli@stantec.com

Request approval of proposed tentative millage rate of 6.9532 for FY2025 to be presented at the 7/23/24 City Council meeting

COCOA FLORIDA

# PARKS

## PROJECTS/AGREEMENT UPDATE



COCOA FLORIDA

# History of D4 Parks



**1961**

- Brevard County Recreation District 4 was established to provide funding for recreational facilities and programs for the residents within the district.

**1986**

- City of Cocoa enters into a long-term maintenance and operations agreement with BC Parks & Rec.
- This agreement expired in 2011.

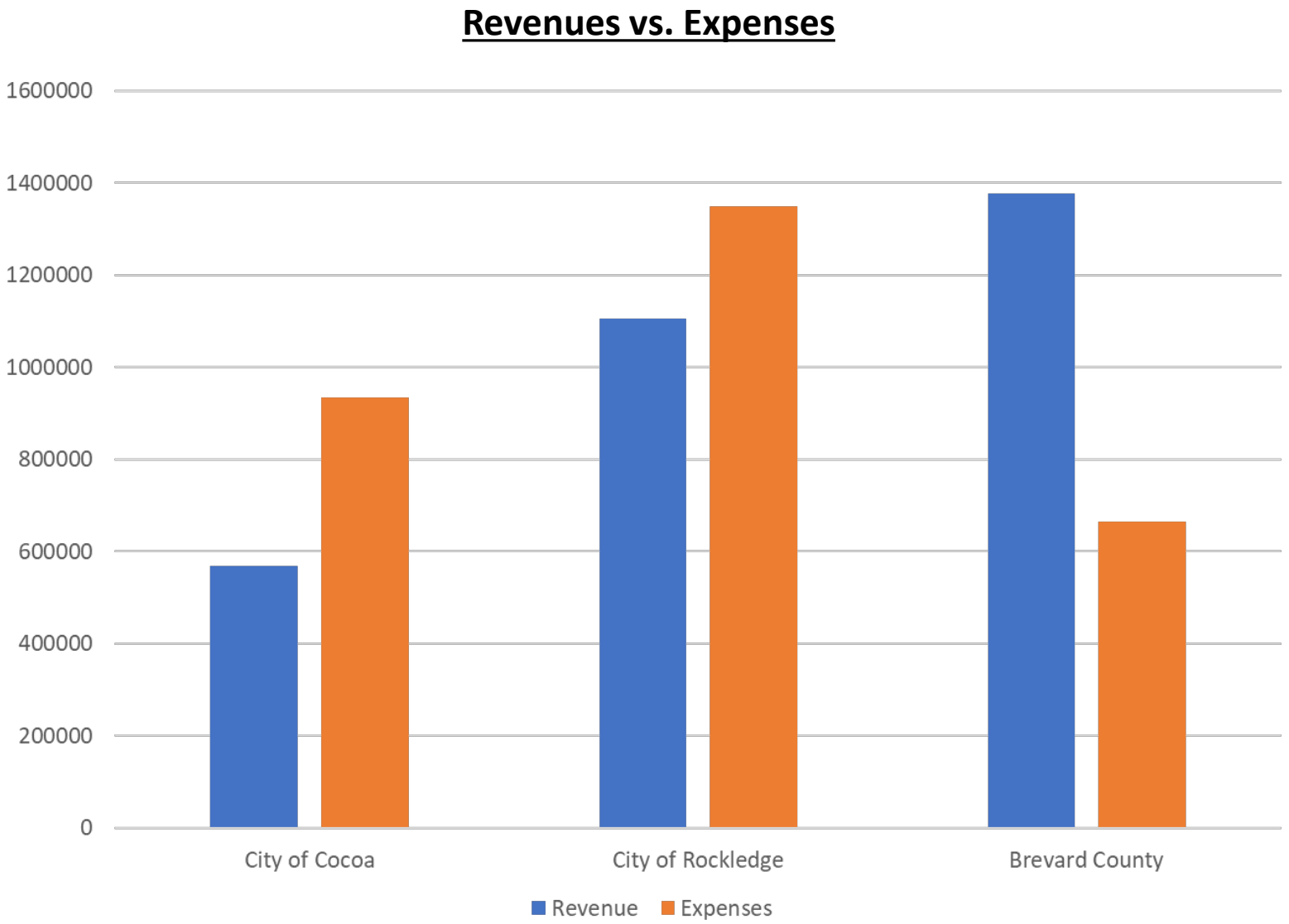
**2000**

- Due to a lack of funding related to the maintenance, operations, and capital improvements of these parks, a referendum was placed on the ballot.
- Unfortunately, while a similar referendum passed in other districts in the county, it failed in District 4.

**Current**

- Cocoa & County have continued to operate under the original expired maintenance agreement.
- The City and County are currently negotiating a new interlocal agreement to address the maintenance and operations of these parks.

# D4 Revenue vs. Expenditures




- The City of Cocoa contributes approximately 19% of the District 4 revenue.
- The City of Cocoa receives approximately 32% of the total revenue.
- Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

# Parks Maintenance Agreement – Where we are now…

- County Commission approved unanimously the following regarding the proposed interlocal agreement for the operation and maintenance of Cocoa parks:
  1. Present the proposed Interlocal Agreement as is for approval by October 1, 2024
  2. If the City does not approve the Interlocal Agreement by July 31, 2024, the County will notify the City that they will cease to maintain City of Cocoa parks on October 1, 2024

# Parks Maintenance Agreement – Major Changes

- Brevard County wants to ensure that the funds expended do not exceed the revenues taken in for the special taxing district (District 4 which includes Cocoa residents and businesses).
  - Not funding any expenditures over $5,000
  - Requiring sharing of expenses once we hit the revenue cap not to exceed $2,500 per item
  - Requiring the city to fund operation and capital in the budget (estimating $500,000 in FY25 budget)

# Parks Maintenance Agreement – Cost Analysis

- The FY 2025 Proposed Budget has allocated $500,000 in FY25 for parks maintenance and operation under new agreement
- An option could include removing three smaller parks from the County Maintenance and incorporate that maintenance into the City's daily operations.
  - Carl Anderson Park, Cocoa Manor, Gilmore Community Park
  - Estimated approximate savings: $35,000

# Junny Rios Martinez Park Options

## Remaining Available Project Funds - $589,000

1. Construct two Pickleball Courts - $175,000
2. Install a Pavilion - $137,100
3. Expand Playground - $80,000
4. Construct a Park Perimeter Walking Loop
   $50,000
5. Change out Basketball Goals -$3,000
6. Install Soccer Mini Pitch - $123,500




Serving our community with P.R.I.D.E!

# Provost Park Options

## Remaining Available Project Funds - $181,000

1. **Bathroom Upgrades**
   - Demo wall, complete update - $55,390; and new concession roll up doors - $5,278, total $60,668
2. **Pickleball Court Fence (two options)**
   - Install 304 LF of 4’ - $7,320.83
   - Install 304 LF of 6’ - $9,048.87
3. **Bleachers**
   - Three (3) 5 Row x 15’ Length - $14,666.41
4. **Perimeter Fence (two options)**
   - Remove 1,217 LF 4’ fence, Install 1,197 LF 6’ fence - $30,570.43
   - Remove 1,217 LF 4’ fence, Install 1,197 LF 8’ fence - $38,178.16
5. **Soccer Mini Pitch - $123,500**

# COUNCIL DISCUSSION




COCOA FLORIDA

# PUBLIC INPUT

COCOA
FLORIDA



COCOA
FLORIDA



# QUESTIONS

Serving our community with P.R.I.D.E!

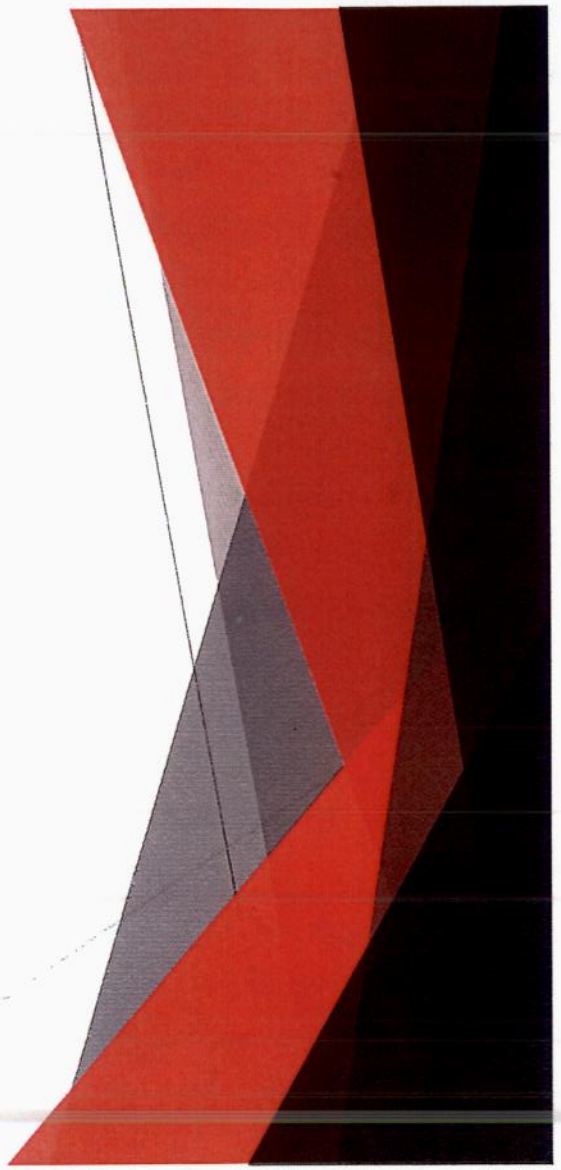
# Cocoa Fire Fleet




## Strategic Overview

# Front Line Fleet and Apparatus

- 3 Fire Engines (E31,E32 (RE-1),E33)
- 3 Reserve Fire Engines (RE2,RE3,Squad 31)
- 1 Brush Truck (Currently on order)
- 1 Squad Unit (No Suppression Capability)
- 1 Utility Vehicle
- 4 Staff cars (D30,F1,F2,Inspector)
- 1 Unified Command Post (Police/Fire)
- 1 Medical Emergency Response Vehicle (MERV)



# Engine 31

Asset #HS-7354 <1 y/o Frontline Apparatus

- 2024 Sutphen Monarch
  - $ 634.500 Purchase Price
  - $ 618,637.50 Current Book Value
  - $ 3,172.50 Monthly Operating Costs
  - 2,086 Miles Driven
- $4,629.66 Operating expenditure LTD
  - M,R, & W $2,272.38
  - Maintenance $0.00
  - Repairs $2,240.88
  - Fuel $2,334.78



# Engine 32 (RE-1)

Asset #RE-1 > 18 y/o Frontline Apparatus

- 2006 Pierce Enforcer
  - $ 292,000 Purchase Price
  - No Current Book Value Due To Age
  - $ 1,460 Monthly Operating
  - 115,936 Miles Driven
- $220,203.29 Operating expenditure LTD
  - M,R, & W $128,492.51
  - Maintenance $9,712.94
  - Repairs $118,779.57
  - Fuel $79,019.10

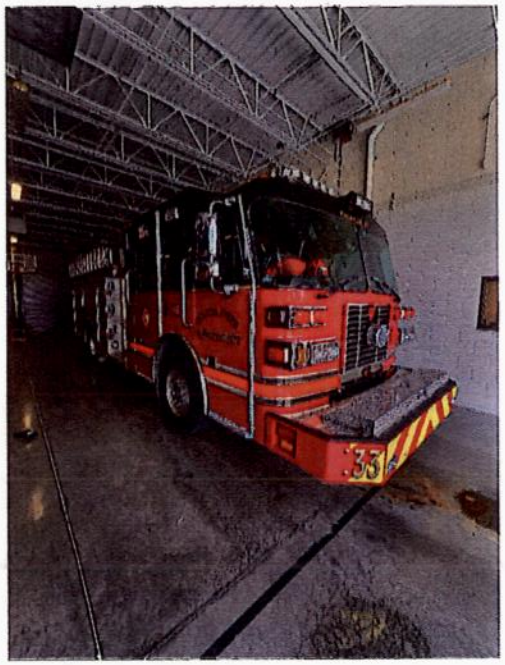



* *Replaced Tower 32- Department is running an 18 y/o Engine as frontline and is in need of replacing*

# Engine 33

<u>Asset #E33 >9 y/o Frontline Apparatus</u>

- 2015 Sutphen Shield
  - $ 466,433.91 Purchase Price
  - $ 189,164.86 Current Book Value
  - $ 2,591.30 Monthly Operating Costs
  - 91,328 Miles Driven
- $306,659.64 Operating expenditure LTD
  - M,R, & W $ 229,211.956
  - Maintenance $8,654.57
  - Repairs $192,859.27
  - Fuel $77,363.43



# District 30

Asset D30 >9 y/o Frontline Apparatus

- 2015 Ford F-250 Super Duty
  - $ 33,558.50 Purchase Price
  - $ 8,725.21 Current Book Value
  - $ 223.72 Monthly Operating
  - 69,645 Miles Driven
- $35,725.00 Operating expenditure LTD
  - M,R, & W $14,158.85
  - Maintenance $2,589.22
  - Repairs $11,569
  - Fuel $17,327.75



# Squad 30

Asset #S30 Quick Response Vehicle

- 2016 Ford F-450 (No Suppression Capability)
  - $ 150,000 Purchase Price
  - $ 65,000 Current Book Value
  - $ 833.33 Monthly Operating Costs
  - 22,418 Miles Driven
- $36,003.08 Operating expenditure LTD
  - M,R, & W $22,622.30
  - Maintenance $389.50
  - Repairs $22,232.79
  - Fuel $13,380.78



# Squad 31

Asset #S31

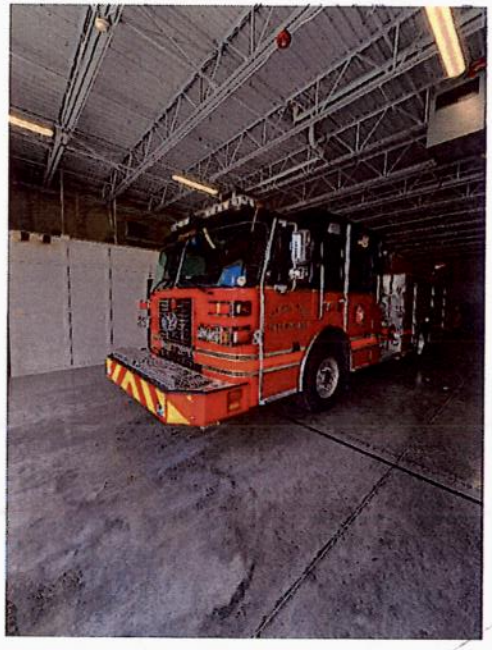
- 2020 Ford F-550 (Suppression Capability)
  - $ 269,920 Purchase Price
  - $ 242,928 Current Book Value
  - $ 1,349.60 Monthly Operating Costs
  - 2,581 Miles Driven
- $5,923.75 Operating expenditure LTD
  - M,R, & W $4,316.13
  - Maintenance $0.00
  - Repairs $4,148.74
  - Fuel $1,607.62



# Reserve Engine 2

Asset #RE-2 >22 y/o Reserve Apparatus

- 2002 Pierce Enforcer
  - $ 243,845 Purchase Price
  - No Current Book Value Due To Age
  - $ 1,219.23 Monthly Operating Costs
  - 66,260 Miles Driven (Odometer replaced)
- $198,895.80 Operating expenditure LTD
  - M,R, & W $118,264.03
  - Maintenance $15,110.37
  - Repairs $102,373.76
  - Fuel $71,288.96



# Reserve Engine 3

Asset #RE-3 >9 y/o Reserve Apparatus

- 2015 Sutphen Shield HS
  - $ 517,756.60 Purchase Price
  - $ 209,979.07 Current Book Value
  - $ 2,876.43 Monthly Operating Costs
  - 78,367 Miles Driven
- $306,868.87 Operating expenditure LTD
  - M,R, & W $227,171.84
  - Maintenance $2,792.73
  - Repairs $145,358.30
  - Fuel $79,697.03



# Mobile Command Unit

Asset #201 Shared w/Police Department

- 2015 Ford F-750
  - $ 418,000 Purchase Price
  - $ 266,126.67 Current Book Value
  - $ 1,393.33 Monthly Operating Costs
  - 2,099 Miles Driven
- $ 31,386.35 Operating expenditure LTD
  - M,R, & W $ 27,635.72
  - Maintenance $ 4,079.41
  - Repairs $ 23,556.30
    - $9,947 pending repair cost as of 7/8/24
  - Fuel $ 2,913.46



# Fire 1

<u>Asset #F1 Administration Vehicle</u>

- 2022 Ford F-150
  - $ 36,544 Purchase Price
  - $ 28,017 Current Book Value
  - $ 304.53 Monthly Operating Costs
  - 25,625 Miles Driven
- $9,961.56 Operating expenditure LTD
  - M,R, & W $4,428.65
  - Maintenance $216.66
  - Repairs $4,211.99
  - Fuel $5,510.40



# Fire 2

Asset #F2 Administration Vehicle

- 2016 Ford Explorer
  - $ 31,337.12 Purchase Price
  - $ 11,281.36 Current Book Value
  - $ 208.91 Monthly Operating Costs
  - 97,832 Miles Driven
- $27,806.09 Operating expenditure LTD
  - M,R, & W $12,810.78
  - Maintenance $1,224.83
  - Repairs $11,585.95
  - Fuel $12,275.16



# Fire 3

Asset #F3 Administration Vehicle (Fire Inspector)

- 2017 Ford Explorer
  - $ 27,518 Purchase Price
  - $ 8,714.03 Current Book Value
  - $ 229.32 Monthly Operating Costs
  - 68,587 Miles Driven
- $17,053.86 Operating expenditure LTD
  - M,R, & W $9,302.31
  - Maintenance $1,051.43
  - Repairs $8,250.88
  - Fuel $7,729.04



# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-506 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 8/29/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Presentation by Space Coast Transportation and Planning Organization (SCTPO) Consultant HDR Engineering, Inc. on the Intermodal Station Feasibility Study Findings. (Space Coast TPO) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Intermodal Feasibility Study - Cocoa Presentation _FINAL 9-3-2024.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2024
Agenda Date: September 10, 2024
Prepared By: Abigail Morgan, P.E., Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Presentation by Space Coast Transportation and Planning Organization (SCTPO) Consultant HDR Engineering, Inc. on the Intermodal Station Feasibility Study Findings

## BACKGROUND:

In early 2023, the Space Coast Transportation Planning Organization (SCTPO) hired HDR Engineering, Inc., to conduct an Intermodal Station Feasibility Study. The station location being studied is located in Cocoa near SR 501 (Clearlake Road), SR 528 and US 1, as identified as the locally preferred location in the 2016 SCTPO Passenger Rail Station Location Study.

The purpose of this study is to: identify and analyze intermodal connections to major regional destinations along with the potential travel demand to the station, conceptual design for the station, potential infrastructure improvements to support the station and an implementation plan.

The study was accelerated due to Brightline's announcement in March of the Cocoa Station. The study is scheduled to be finished this fall instead of next February as originally planned.

## STRATEGIC PLAN CONNECTION:

Objective 2.1.8: Transportation Facilities Improvement Coordination. The City shall continuously coordinate transportation improvement requirements with all other affected governmental entities to

ensure that the efficient and cost-effective course of action is followed. Annual plan updates shall consider the FDOT 5-Year Transportation Plan, the Space Coast Transportation Planning Organization, and the plans of neighboring jurisdictions. Policy 2.1.8.1: The City shall continuously coordinate with local, TPO, regional and state plans to accomplish interlocal solutions to the transportation needs and problems of the City.

## BUDGETARY IMPACT:

None currently.

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

N/A



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# Intermodal Feasibility Study

## Cocoa City Council Meeting

*September 10, 2024*

# Agenda

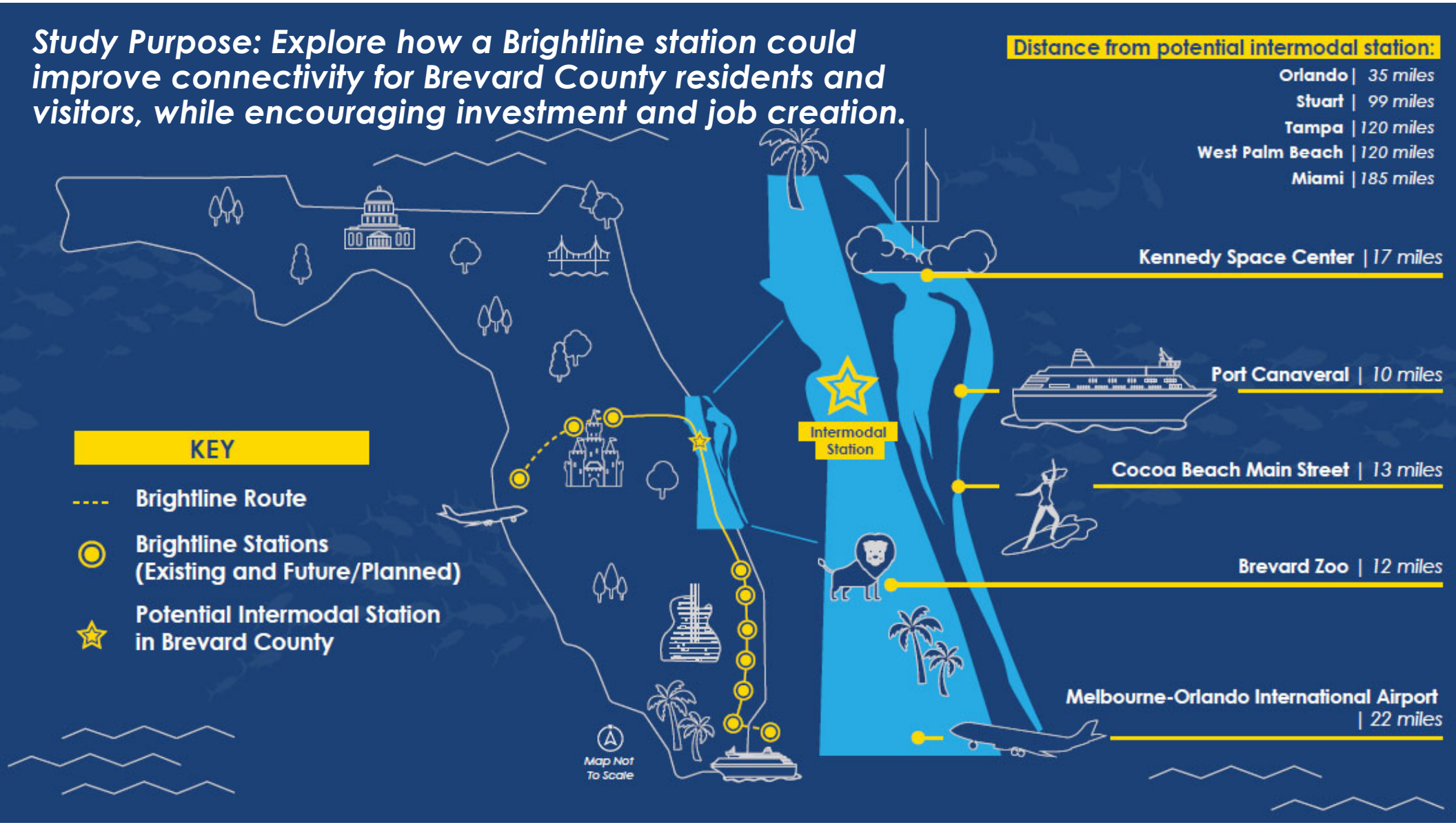
1. Study Overview
2. Technical Analysis Summary & Key Findings
3. Station Development Plan
4. Implementation Plan
5. Next Steps

# Study Overview

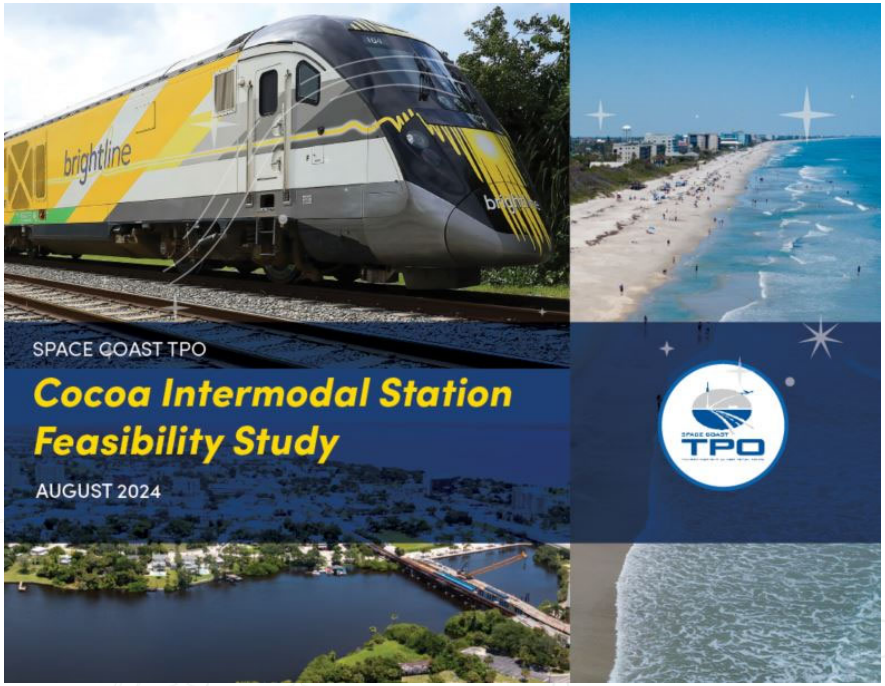
# How we got here

| | |
|---|---|
| 2012 | • All Aboard Florida announces plan to establish high speed passenger rail system |
| 2014 | • Construction from Miami to Fort Lauderdale begins (Phase 1) |
| 2015 | • SCTPO Conducts Rail Station Location Study – Cocoa identified as preferred location |
| 2018 | • Phase 1 service begins |
| 2019 | • Construction from Fort Lauderdale to Orlando begins (Phase 2) |
| 2023 | • Phase 2 service begins |
| 2023 | • SCTPO forms Regional Intermodal Connections Committee to garner support for rail station in Brevard |
| 2023 | • SCTPO receives FDOT grant to conduct Intermodal Passenger Rail Feasibility Study |
| 2024 | • Brightline official announcement to establish passenger rail station in Cocoa |

***Study Purpose: Explore how a Brightline station could improve connectivity for Brevard County residents and visitors, while encouraging investment and job creation.***



# Key Elements of the Study

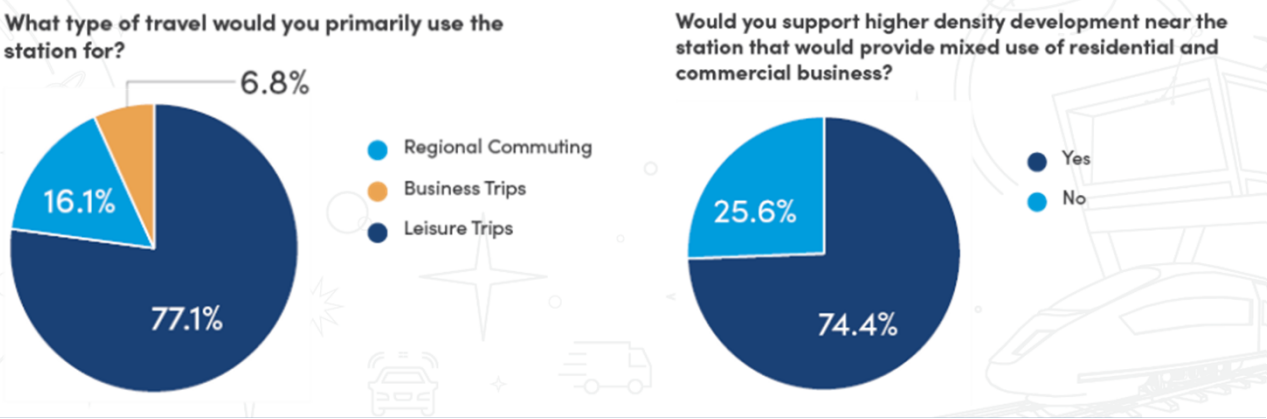



- Establish need and identify market for passenger rail in Brevard County
- Provide land use and transportation context for station area
- Develop station concept plan
  - Near-term station site development
  - Longer-term redevelopment potential
- Identify an Implementation Plan

# What we Heard from the Public

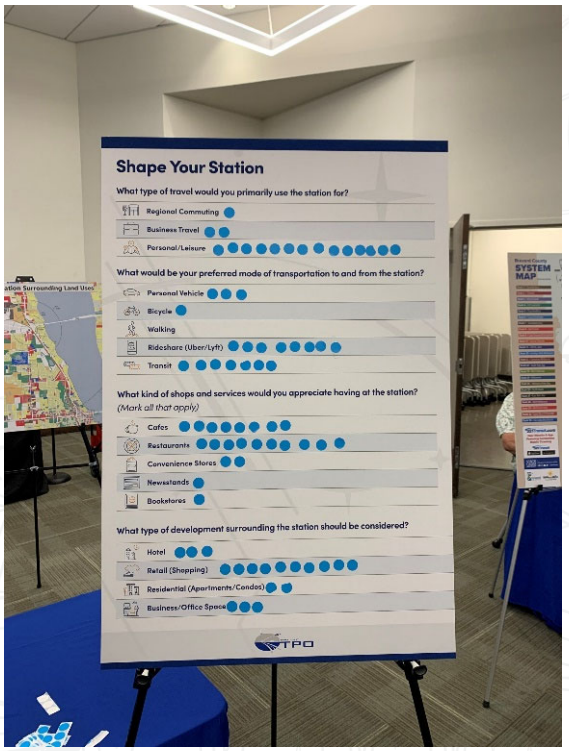
## Shape Your Station Survey

- Designed to gather community input on Cocoa's passenger rail station
- Active from June 10 - 30, 2024
- 2,750 responses were received









# Technical Analysis Summary & Key Findings

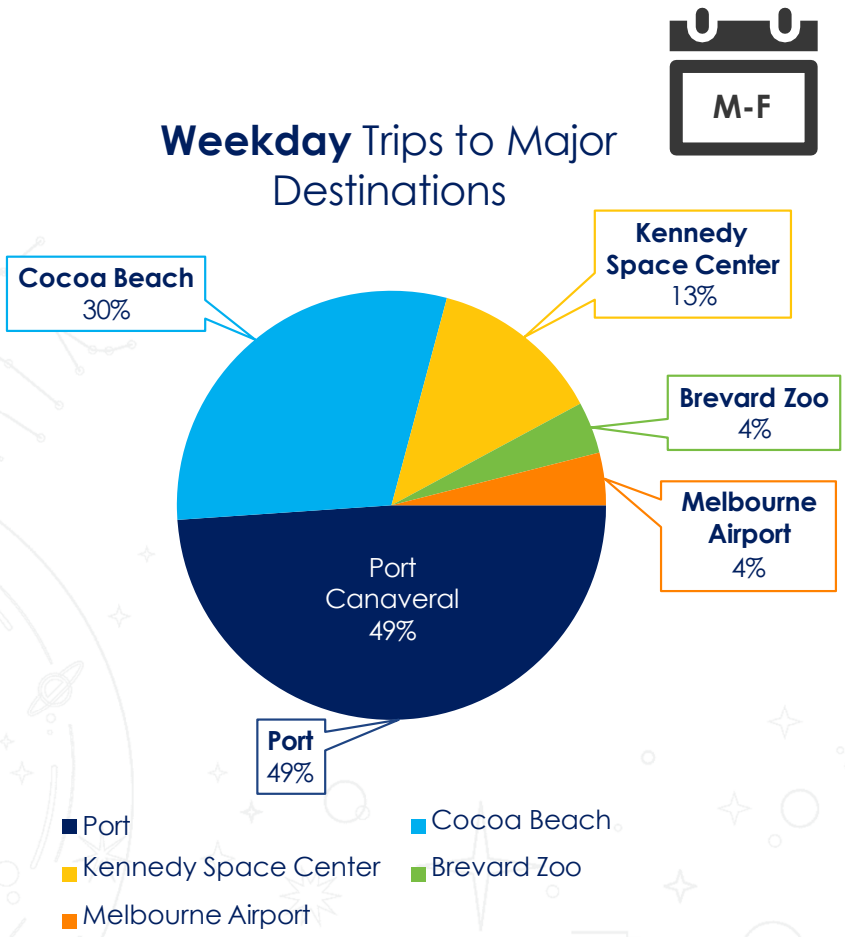
# Tourism Data

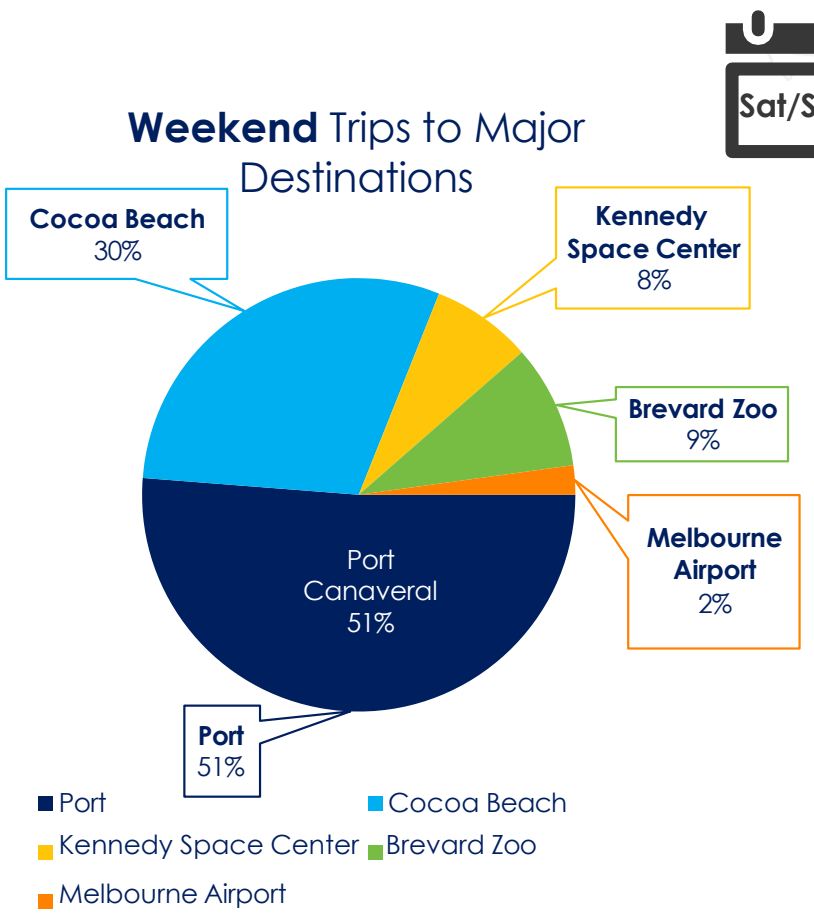
- **2 of 3** visitors got to a **beach**
- **2 in 5** visitors are **Florida Residents** (others mostly from neighboring states)
- **1 in 3** visitors will take a **cruise**
- **44%** increase in the last year in multiday cruise passenger embarkments
- **45%** drove to the area, while the rest flew into MCO, MLB or SFB (55%)
- **Top 3** most visited **beaches**: **Cocoa Beach**, **Jetty Park Beach** and **Melbourne Beach**




*Sources:*
*Tourism Journal Article – Office of Tourism 2023*
*Port Canaveral Economic Impact Study – Canaveral Port Authority 2023*

# Major Destinations in Brevard County – Travel Split

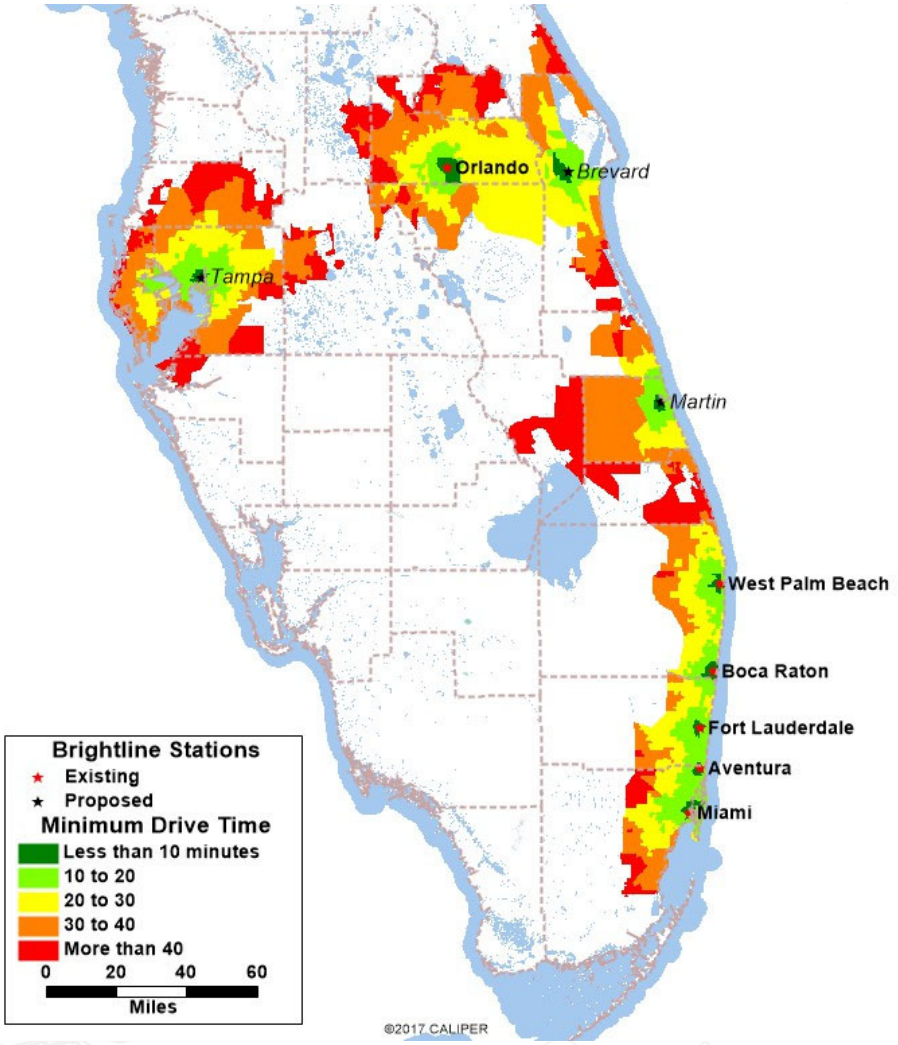



*Source: Replica Data, 2022*

# Catchment Opportunity

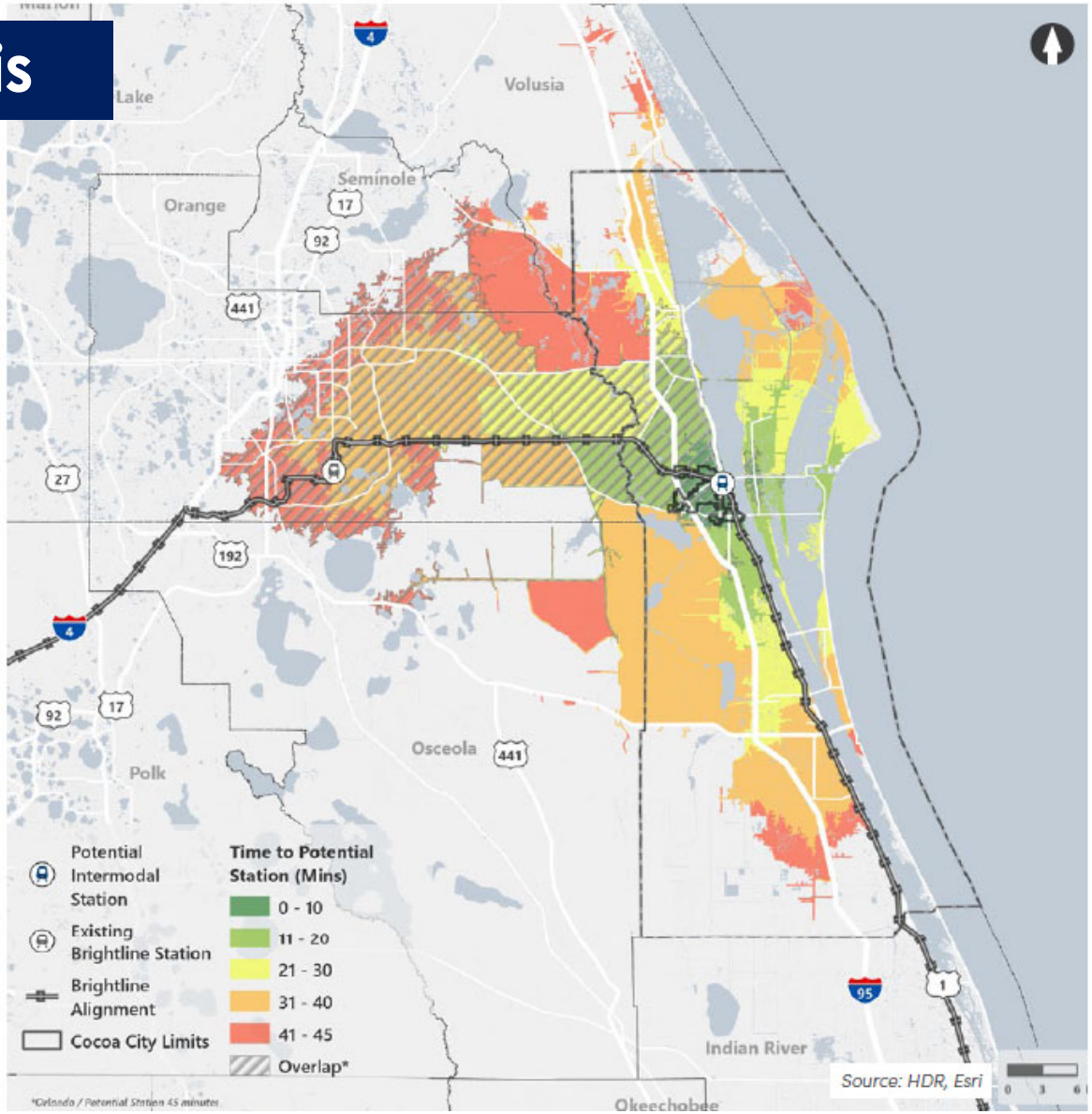
| Station Pair | | Miles | Annual Trip Potential (Visitor, Social, Recreational, Work, Other Trips) |
|---|---|---|---|
| **Cocoa** | Miami | 199 | 475,000 |
| **Cocoa** | Aventura | 192 | 188,000 |
| **Cocoa** | Ft Lauderdale | 181 | 398,000 |
| **Cocoa** | Boca Raton | 162 | 383,000 |
| **Cocoa** | West Palm Beach | 138 | 851,000 |
| **Cocoa** | Treasure Coast | 80 | 4,613,000 |
| **Cocoa** | Orlando | 38 | 21,126,000 |
| **Cocoa** | Tampa | 118 | 1,430,000 |
| **Cocoa** | **All Stations** | | **29,464,000** |




*Source: HDR analysis of Replica data, 2023.*

# Station Catchment Analysis

- Brightline operates hourly service Between Orlando and Miami
  - Each trains capacity is ~600 passengers
- 1.5 million people live within 45-minute drive.
  - 204,000 live within 10 miles
- 1.2 million passengers could annually use Cocoa Station.
  - Based on shift of 4% of the existing 29.4 million trips that currently travel this route using another mode.



# Station Development Plan

# What does the Plan Include?

- **Context & Conditions within the Station Area**
  - (1/2 mile from the planned station, or roughly a 15-minute walk)
- **Concept Plan with 3 Phases**
  - Development or Redevelopment of 24 parcels (mix of Brightline, City, and private ownership)
- Opportunities and actions needed to create a station and **mixed-use, walkable station area with multimodal connections** to the surrounding residential neighborhoods

# Example Station Areas

- WMATA - Dunn Loring-Merrifield Station, Vienna, VA
- Houston Metro - Cypress Park and Ride, Houston, TX
- RTD-Denver - Lincoln Station Park and Ride, Centennial, CO
- RTD-Denver - Englewood City Center, Denver, CO

# Vienna, VA

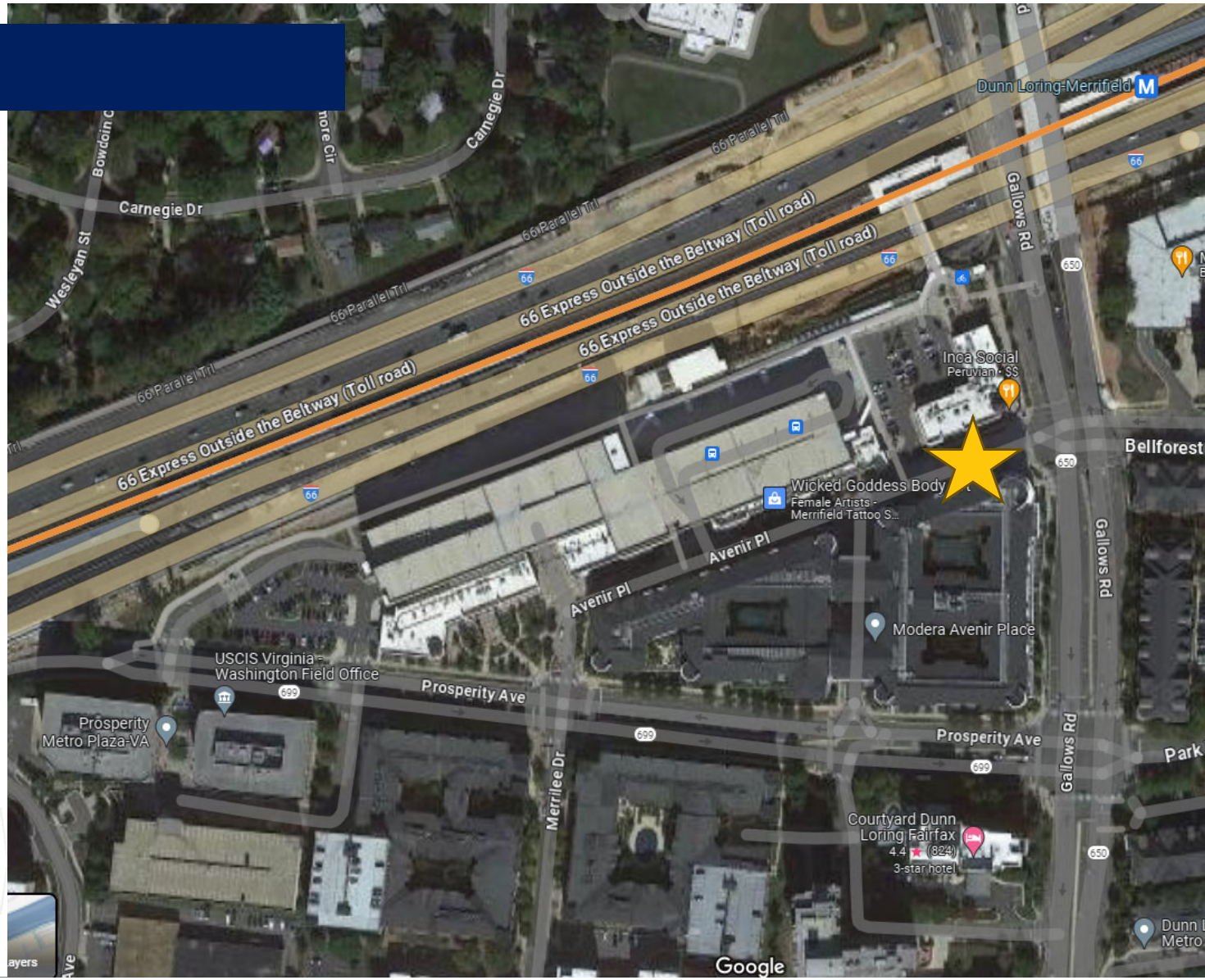


# Vienna, VA







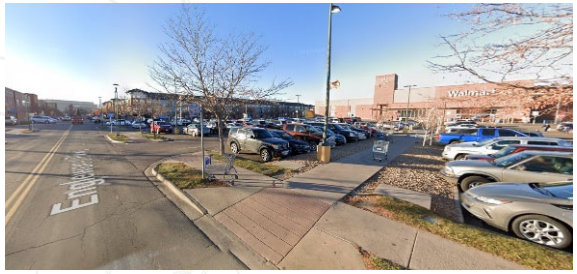

Carnegie Dr
Wesleyan St
Bowdoin
Carnegie Dr
66 Express Outside the Beltway (Toll road)
66 Express Outside the Beltway (Toll road)
66 Express Outside the Beltway (Toll road)
66 Parallel Trl
66 Parallel Trl
66 Parallel Trl
66 Parallel Trl
Dunn Loring-Merrifield
Gallows Rd
Inca Social
Peruvian · $$
Bellforest
Wicked Goddess Body
Female Artists -
Merrifield Tattoo S...
Avenir Pl
Avenir Pl
Modera Avenir Place
USCIS Virginia -
Washington Field Office
Prosperity Ave
Prosperity
Metro Plaza-VA
Prosperity Ave
Merrilee Dr
Gallows Rd
Courtyard Dunn
Loring Fairfax
4.4 (824)
3-star hotel
Park
Google

# Englewood, CO



# Englewood, CO









# Intermodal Station Area

## Vacant Parcels (91.40 ac)

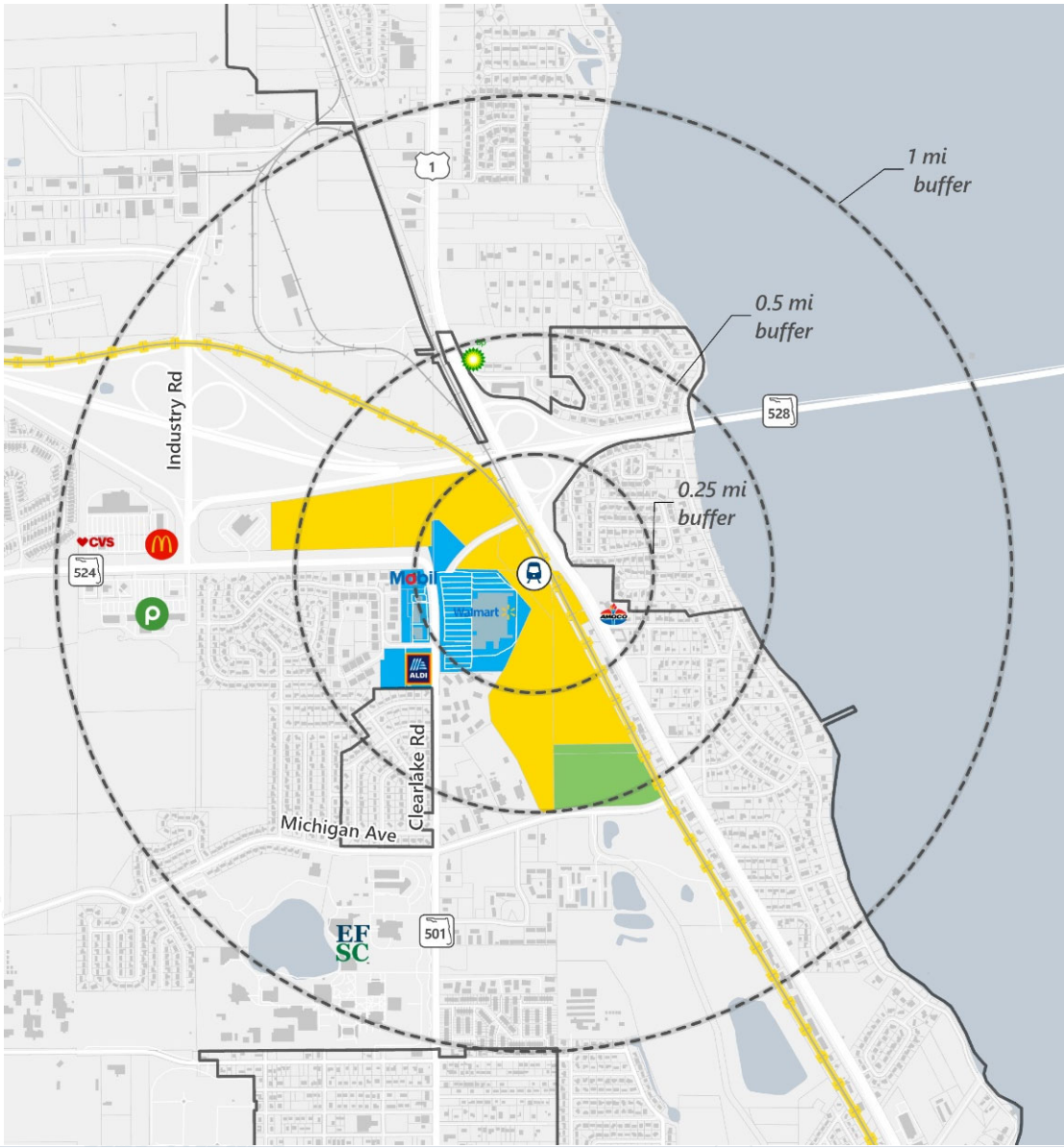
- Brightline (46.35 ac)
- City of Cocoa (25.77 ac)
- Billy Watson (19.26 ac)

## Redevelopable Parcels (36.69)

- Wal-Mart (25.16 ac)
- 8 commercial properties along Clearlake Road (11.34 ac)

## Conservation/Recreation Parcels (16.55 ac)

- City of Cocoa (16.55 acres)

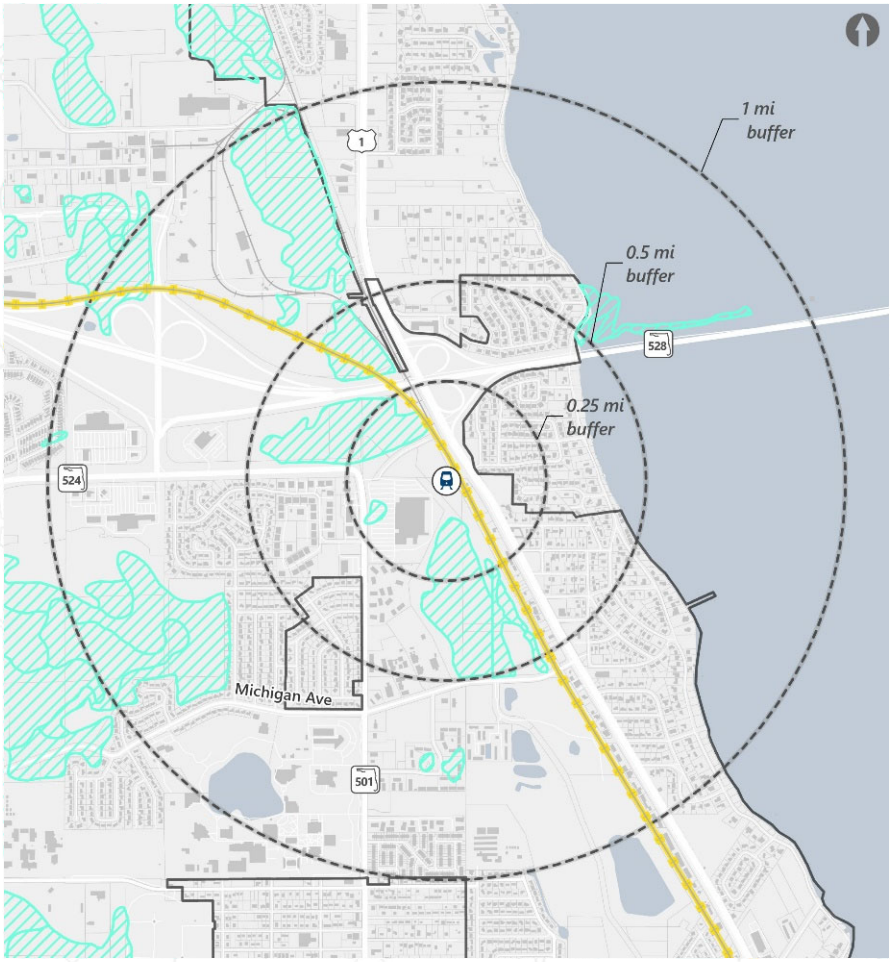


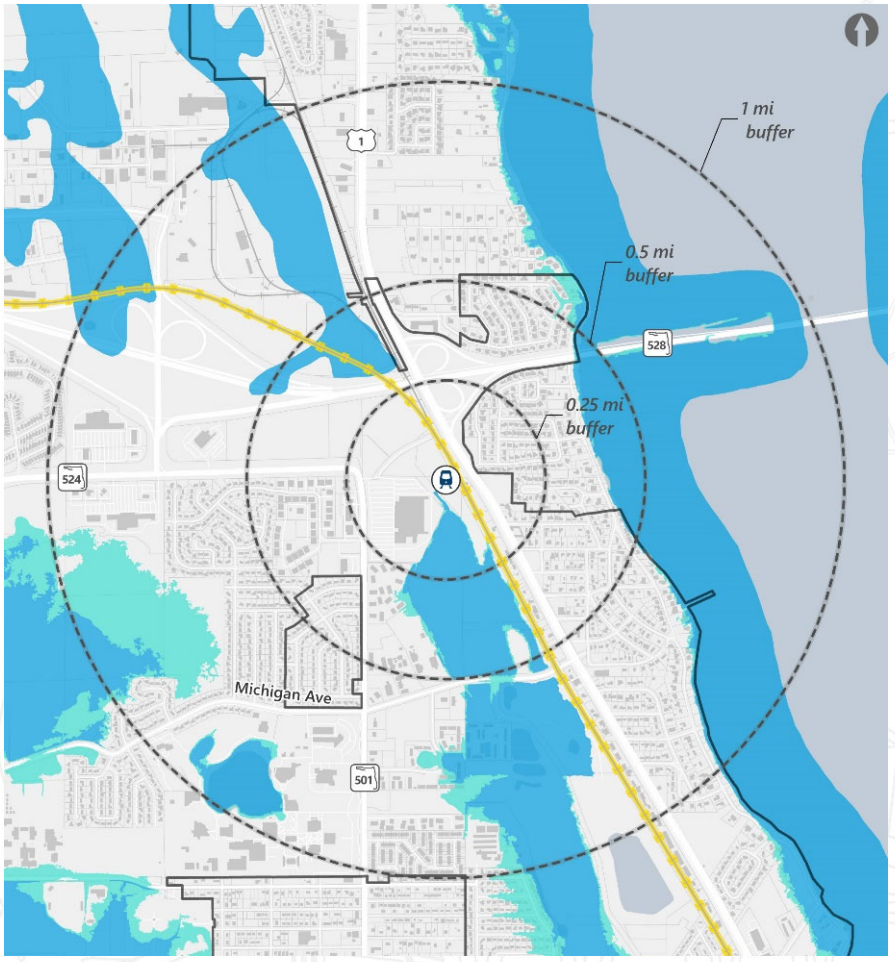

**Legend**

- Vacant Parcels (91.40 ac)
- Redevelopable Parcels (36.69 ac)
- Conservation/Recreation Parcels (16.55 ac)
- Potential Intermodal Station
- Brightline Alignment
- Cocoa City Limits

*Source: FDOT, SCTPO, City of Cocoa, Property Appraiser*

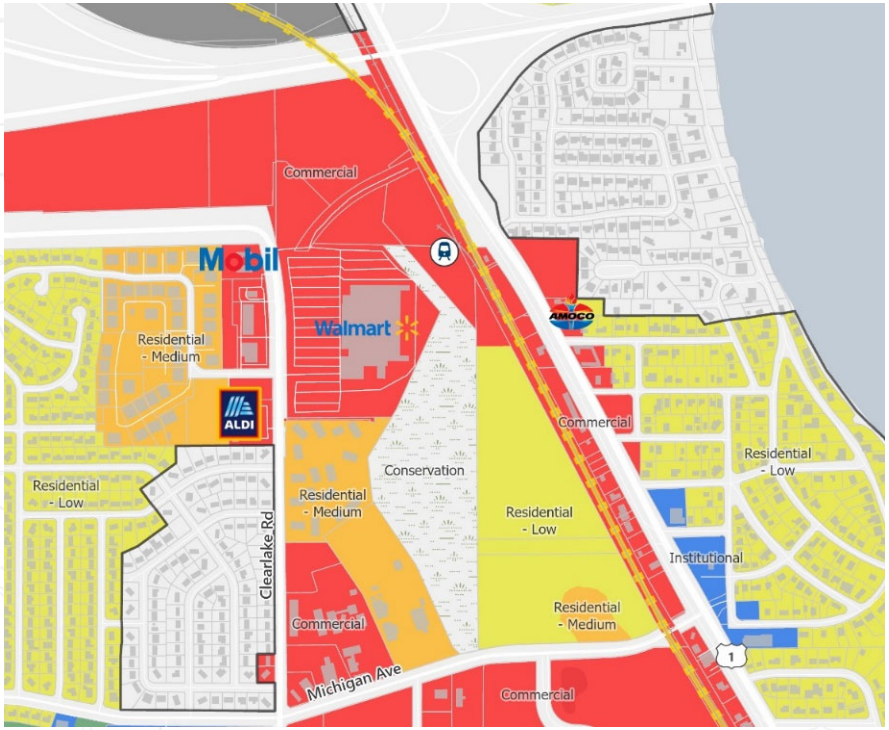
# Wetlands and Floodplains



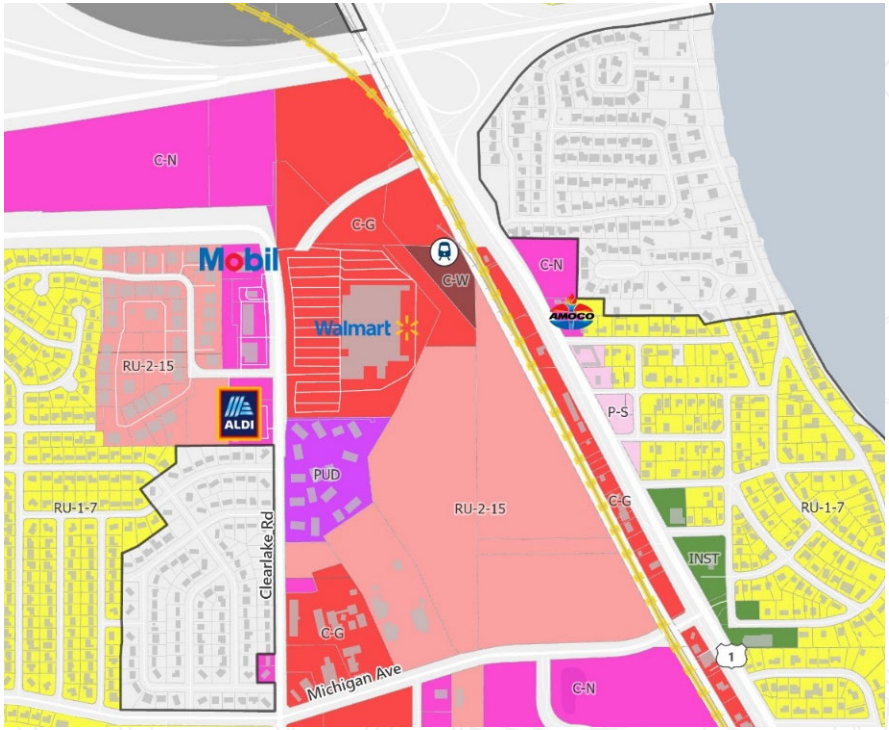

Potential Intermodal Station
Brightline Alignment
Cocoa City Limits
Wetlands
100- Year Floodplain
500- Year Floodplain

# Future Land Use & Zoning




**Future Land Use**

- Residential - Low
- Residential - High
- Institutional
- Industrial
- R Potential Intermodal Station
- Residential - Medium
- Commercial
- Recreational
- Conservation
- Brightline Alignment




**City of Cocoa Zoning Categories**

- Zoning Not Assigned
- C-N - Neighborhood Commercial
- INST - Institutional
- P-S - Professional, Offices and Services
- RU-1-7 - Single-Family Residential
- R Potential Intermodal Station
- C-G - General Commercial
- C-W - Wholesale Commercial
- M-2 - Manufacturing and Industrial
- PUD - Planned Unit Development
- RU-2-15 - Multiple Family Dwelling
- Brightline Alignment

# Conceptual Station Features & Amenities*

- Similar in design to Brightline's Boca Raton Station (9,000-9,500 sf).
- Surface parking for station opening. Structured parking during later phases.
- Shuttle buses, public transit, and private vehicle kiss-and-ride/drop-off facilities.
- Access to/from property from local roadways; opportunities to connect to multiple access points.
- Two Brightline mainline tracks and one passing/siding track.
- Double-sided platform for Brightline service.
- Pedestrian crossing over railroad tracks to US 1 passenger drop-off facility.






** Brightline to determine final station design based on coordination.*

# Updated Station Area Concept

## 3 Phases of Development:

### Phase 1
*(Opening Day)*

**Station with Surface Parking, Bus Drop-offs, Kiss-n-Ride**



### Phase 2

**Additional Development on Brightline & City Parcels Station Structured Parking**

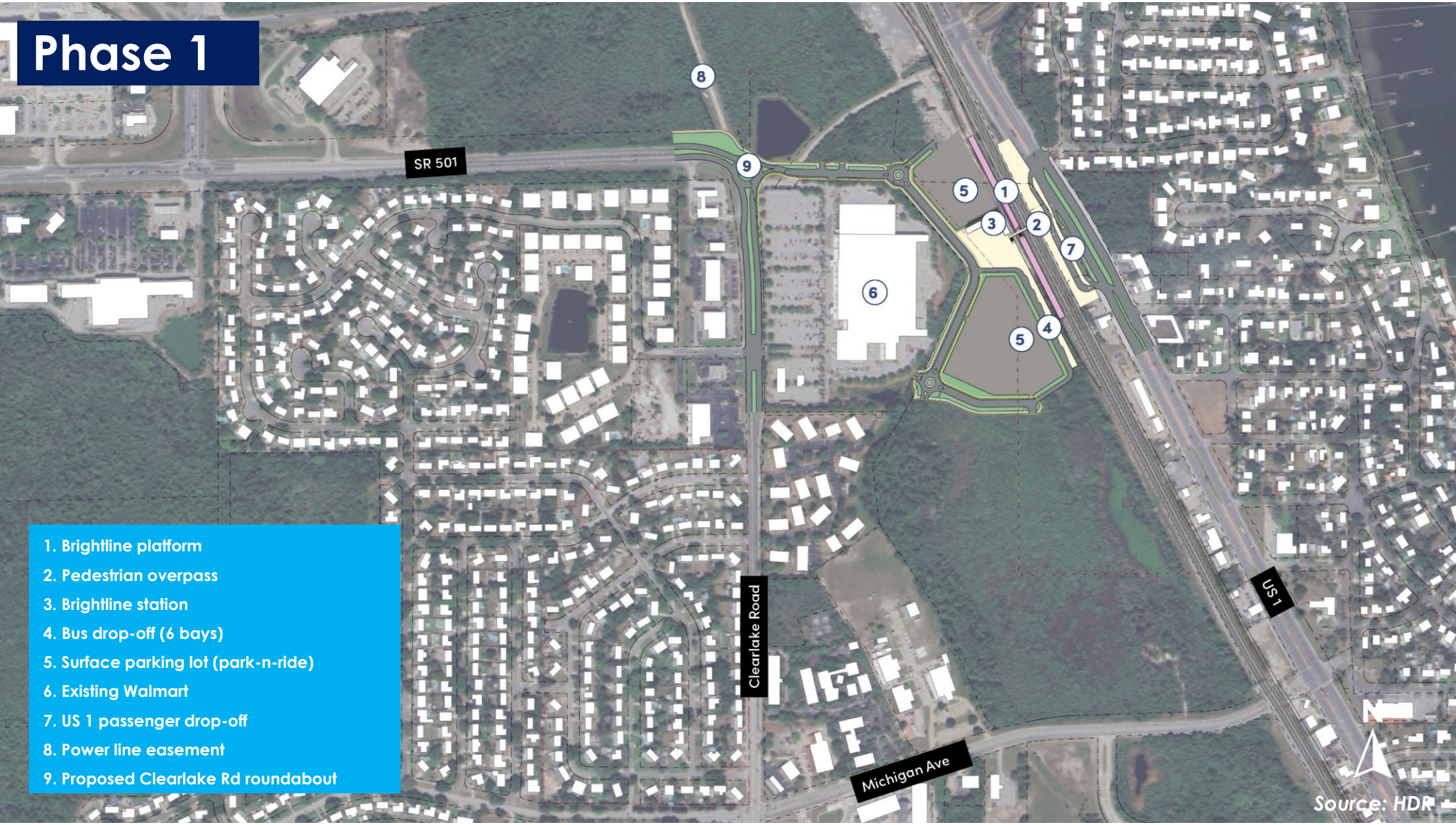



### Phase 3
*(Build Out)*

**Potential Redevelopment of Adjacent Properties**



# Phase 1




*Source: HDR*

LC0

# Phase 1

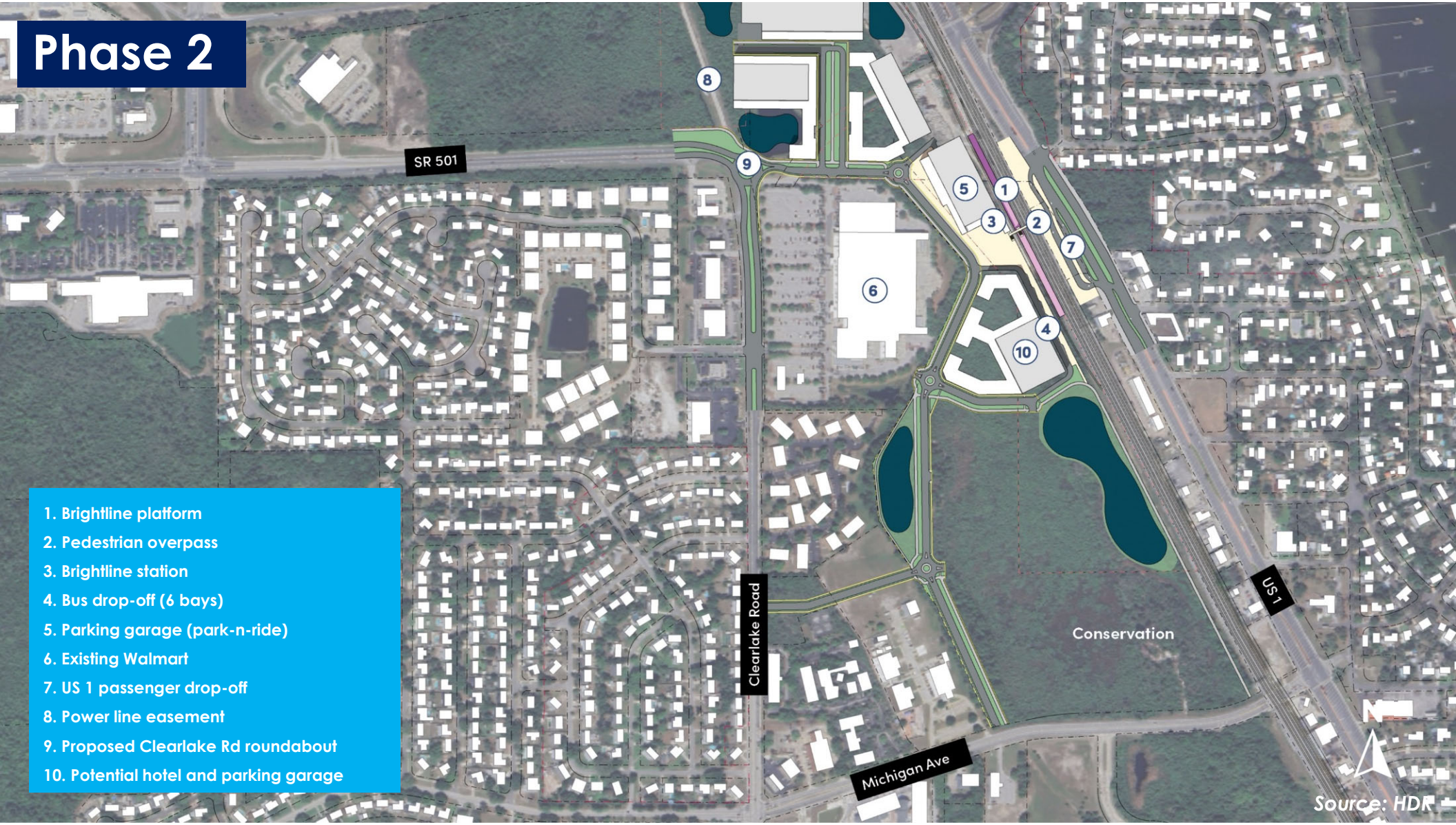


**Slide 26**

**LC0** Add label: Brightline Station & Plaza, Walmart, Clearlake Road, US 1

Chen, Li Yun, 2024-08-27T15:10:07.398

# Phase 2


SR 501
Clearlake Road
Michigan Ave
US 1
Conservation
1. Brightline platform
2. Pedestrian overpass
3. Brightline station
4. Bus drop-off (6 bays)
5. Parking garage (park-n-ride)
6. Existing Walmart
7. US 1 passenger drop-off
8. Power line easement
9. Proposed Clearlake Rd roundabout
10. Potential hotel and parking garage
Source: HDR

LC0

# Phase 2

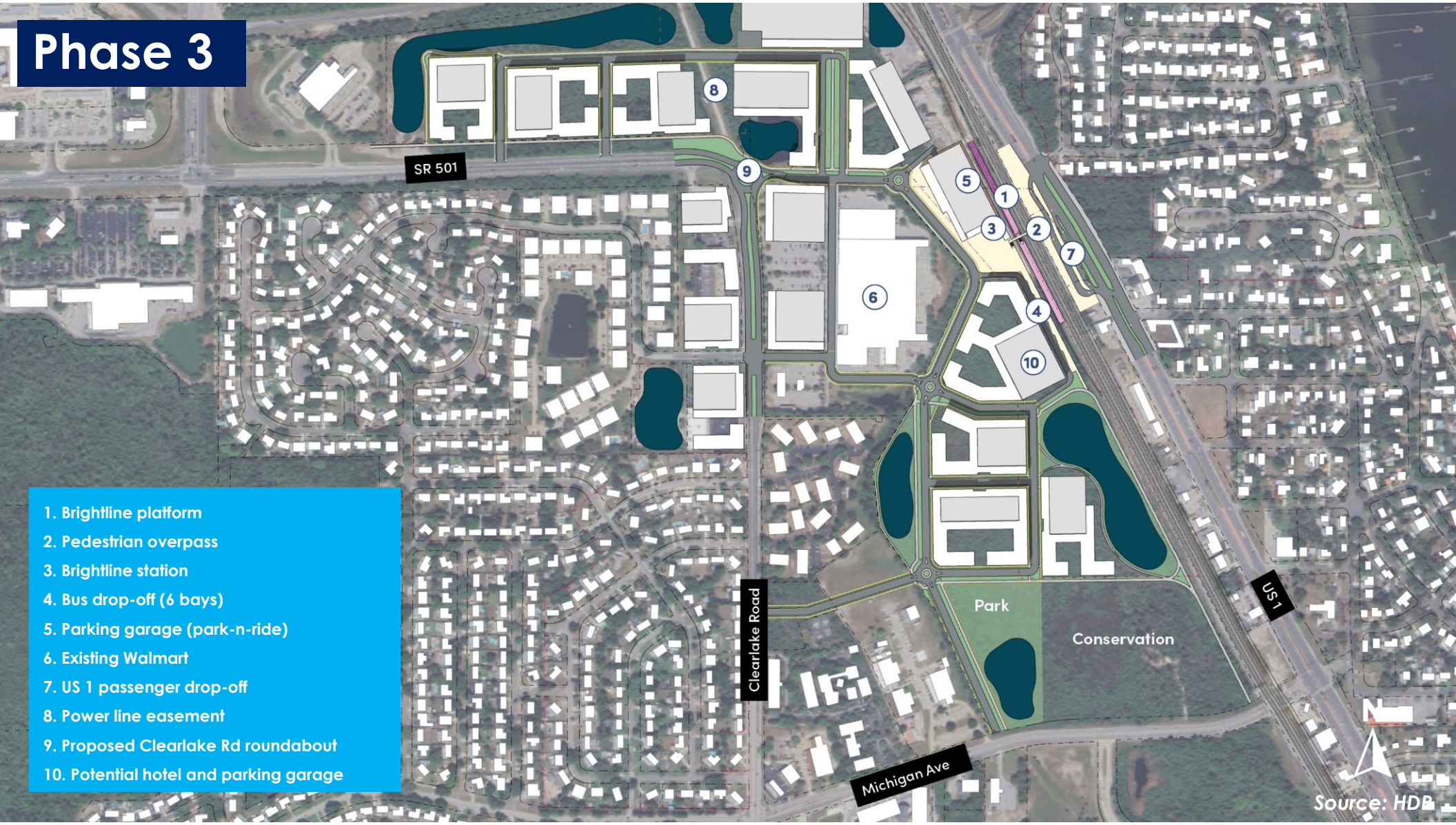

New Mixed Use & Commercial Development
Walmart
Brightline Station & Plaza
Potential Hotel & Parking
Clearlake Road
US 1
N
Source: HDR

**Slide 28**

**LC0** Add label: Brightline Station & Plaza, Walmart, Clearlake Road, US 1

Chen, Li Yun, 2024-08-27T15:12:46.431

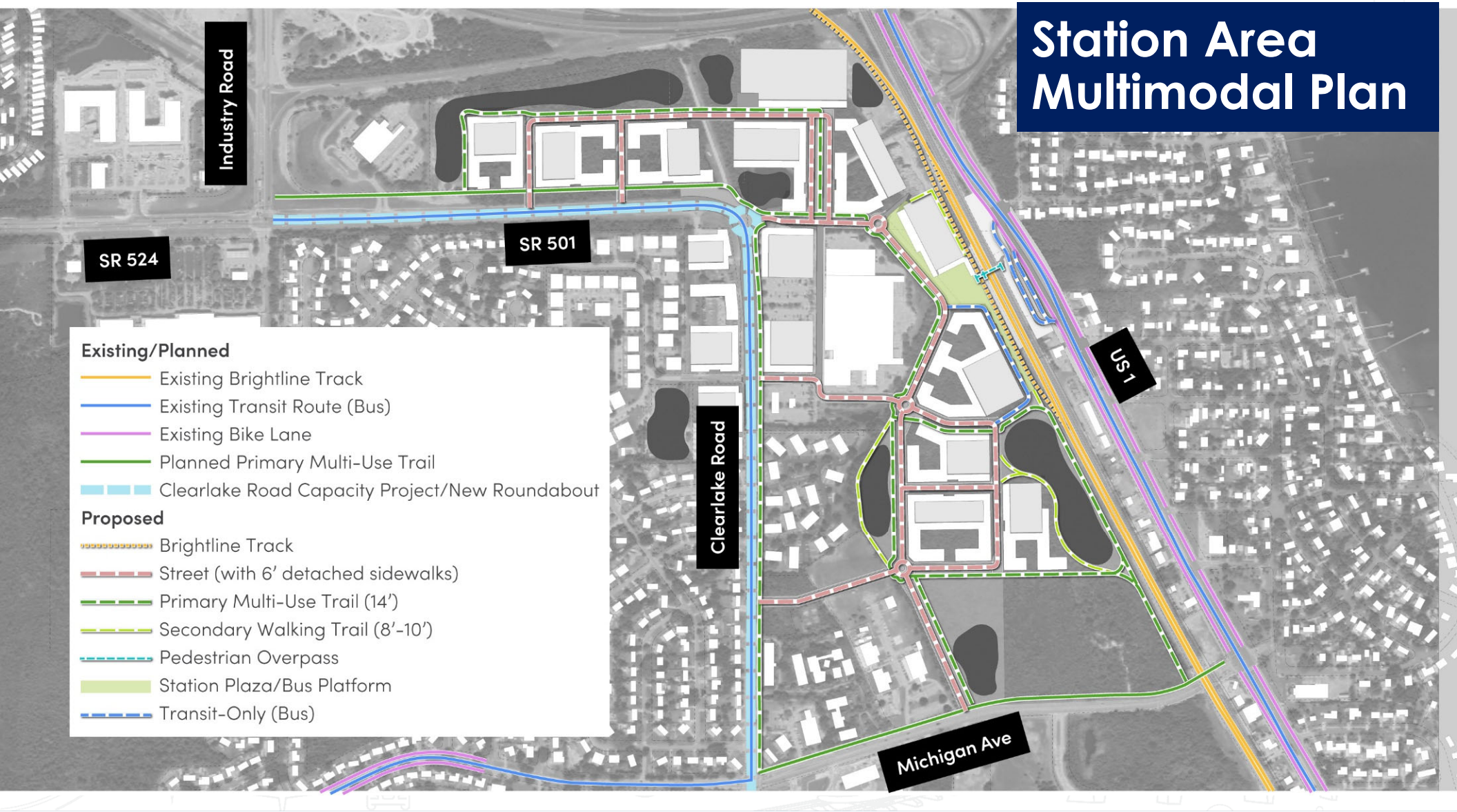
# Phase 3




*Source: HDR*

# Phase 3


New Mixed Use & Commercial Development
Infill Commercial or Mixed Use Development
Walmart
Brightline Station & Plaza
Potential Hotel & Parking
New Mixed Use & Commercial Development
Clearlake Road
US 1
N
Source: HDR


Station Area Multimodal Plan
Industry Road
SR 524
SR 501
Clearlake Road
US 1
Michigan Ave
Existing/Planned
Existing Brightline Track
Existing Transit Route (Bus)
Existing Bike Lane
Planned Primary Multi-Use Trail
Clearlake Road Capacity Project/New Roundabout
Proposed
Brightline Track
Street (with 6' detached sidewalks)
Primary Multi-Use Trail (14')
Secondary Walking Trail (8'-10')
Pedestrian Overpass
Station Plaza/Bus Platform
Transit-Only (Bus)

# Implementation Plan

# Implementation Plan – Draft Outline

## 1. Intermodal Station

| Policy Changes | Planning Consistency | Design and Construction Coordination (Funding Options and Timelines) |
|---|---|---|
| • Future Land Uses<br>• Zoning and Development Standards (Building Heights, Density, etc.)<br>• Design Standard Updates | • Comprehensive Plan<br>  • City of Cocoa<br>  • Brevard County<br>• Space Coast Transit Development Plan<br>• SCTPO Long Range Transportation Plan<br>• FDOT State Rail Plan | • Intermodal Station<br>  • FEC<br>  • Brightline<br>  • City of Cocoa<br>• Station Access Road<br>  • Brightline<br>  • City of Cocoa<br>  • Brevard County<br>  • FDOT<br>  • SCTPO |

# Implementation Plan – Draft Outline

## 2. Supporting Infrastructure Projects

| Roadways | Transit Services | Multi-modal |
|---|---|---|
| • SR 501 (Clearlake Road)<br>  • Roundabout<br>  • Widening 2 to 4 lanes<br>• SR 524<br>  • Widening 2 to 4 lanes<br>• SR 528<br>  • Widening from 4 to 6 lanes | • Route Modifications<br>• New Routes | • Bicycle, Pedestrian Network<br>• Trails<br>  • East Coast Greenway<br>  • Michigan Ave Project |

# Implementation Plan – Draft Outline

## 3. Other Coordination

| Port Canaveral | Tourism | EDC |
| --- | --- | --- |
| • Parking<br>• Cruise Passengers<br>• Transport options from/to | • Shuttle Services<br>• Hotels<br>• Marketing and Promoting | • Surrounding Development |

# Funding, Grants & Coordination

## Funding & Grant opportunities

- County Tourism grant approved May 7, 2024
- City of Cocoa - CRISI grant submitted May 28, 2024

## DC Advocacy Trip

- July 30-31, 2024

## Ongoing Brightline Coordination

# CRISI Grant Funding Request

**Cocoa Multi-Modal Station & Rail Project**
**CRISI Grant Submitted (May 28, 2024)**

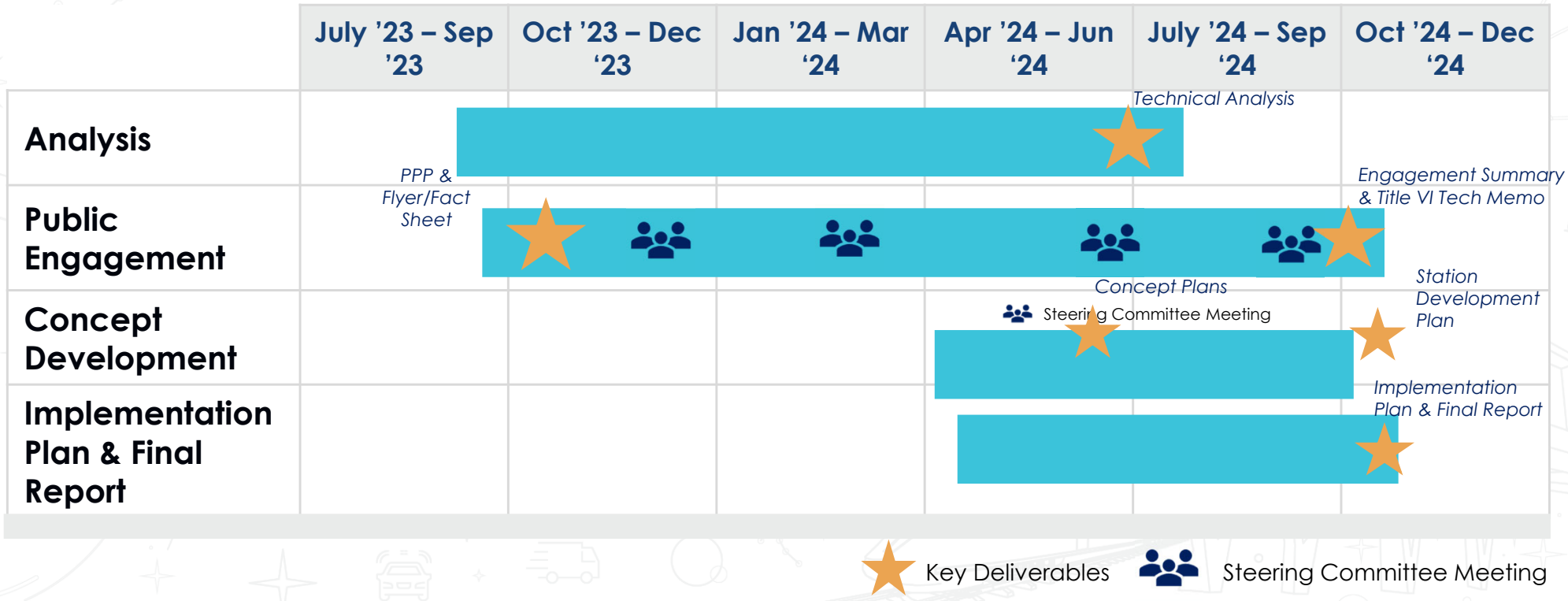
**Total Project Cost: $83.21 million**
**Grant Request = $47.46 million**

| Funding Type | Amount / Funding Source |
|---|---|
| Non-Federal Match | $5,000,000 - City of Cocoa<br>$5,000,000 – Brevard County Tourism<br>$6,250,000 - Brightline (Land) |
| Other Sources of Federal Funds | $15,500,000 – Space Coast TPO<br><br>$4,000,000 - Congressional Member Project |

# Next Steps

# Study Timeline

*Updated: 8/26/2024*



# Thank You!

We appreciate your comments and feedback, which will help us to update concepts and complete the study.



**Next Steps:**

- Finalize the Station Development Plan & Implementation Plan
- Prepare the Feasibility Study Final Report

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-528 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Proclamation: Proclaiming the month of September as “National Suicide Prevention Month." (Wayne Price) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | National Suicide Prevention Month.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the month of September as “National Suicide Prevention Month."

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:


powered by Legistar™

Proclaiming the month of September as “National Suicide Prevention Month."



powered by Legistar™

# PROCLAMATION

***WHEREAS,*** *September is designated as National Suicide Prevention Month, as recognized by the National Association of Mental Illness; and*

***WHEREAS,*** *many health officials and community leaders locally, state and nationally, understand that mental illness is a significant issue of concern, particularly among our youth; and*

***WHEREAS,*** *we realize that to address mental health issues requires more open and honest discussions about mental health; and*

***WHEREAS,*** *one major hurdle is removing the stigma attached to mental health treatment and discussion; and*

***WHEREAS,*** *individuals, businesses, organizations, public officials, and many others recognize the importance of emotional health; and*

***NOW, THEREFORE BE IT RESOLVED,*** *that the City of Cocoa supports efforts on the Space Coast to provide education and resources for mental health problems, and*

***FURTHER, BE IT RESOLVED*** *that the City of Cocoa will encourage a positive effort to encourage those with mental health issues to seek the help of a family member, friend, colleague and/or licensed mental health professional to assist them in times of need.*

*WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of August, 2024.*

Michael C. Blake

*Mayor*

City of Cocoa SEAL Florida

*ATTEST:*

*City Clerk*

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-530 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Proclamation recognizing Odeika Giscombe. (Councilmember Goins) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Councilmember Goins
Requested Action:
Proclamation recognizing Odeika Giscombe.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Proclamation recognizing Odeika Giscombe.



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-453 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 8/7/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2024-085 ADA Compliant.pdf<br>BAF 24-119-PT-PW ARPA Funded AC Units (09-10-24) Agenda # 24-453.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 7, 2024
Agenda Date: September 10, 2024
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, P.E., Public Works Director
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff.

## BACKGROUND:

Public Works was granted $83,980 in ARPA funds to purchase and install a new air conditioning unit at the Cocoa Police Department. The air conditioning unit for the Police Department came in under budget and only cost $45,000.

Public works would like to re-allocate the remaining funds of $38,980 to purchase additional air conditioning units for the following locations: Harry T. Moore Center (est. $9,000), Cocoa Clinic (est. $8,500), Fleet (est. $8,500), Travis Community Center (est. $11,000).

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| Is an amendment/transfer attached? | Yes |
| | |
| Amount Requested | ($38,980) |
| Account Number | 130-3560-519.64-00, ARCU23 |
| Account Name | Machinery & Equipment |
| | |
| 4 HVAC | |
| Amount Requested | $38,980 |
| Account Number | 130-3560-519.64-00, AR24AC |
| Account Name | Machinery & Equipment |
| | |
| Source of Funds: | ARPA Funds |

## PREVIOUS ACTION:

Three quotes were obtained for the purchase and install of the air conditioning unit at the Cocoa Police Department.

## RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff.

# RESOLUTION NO. 2024-085

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 10th day of September, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

# City of Cocoa Budget Adjustment Form FY 2024 - 24-119-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW | DATE PREPARED: 08/06/24

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 38,980) | 130-3560-519.64-00 | ARCU23 | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | ($ 38,980) | $ 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 |
| ($ 38,980) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 9,000 | 130-3560-519.64-00 | AR24AC | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | $ 9,000 | $ 0 |
| $ 8,500 | 130-3560-519.64-00 | AR24AC | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | $ 8,500 | $ 0 |
| $ 8,500 | 130-3560-519.64-00 | AR24AC | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | $ 8,500 | $ 0 |
| $ 11,000 | 130-3560-519.64-00 | AR24AC | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | $ 11,000 | $ 0 |
| $ 1,980 | 130-3560-519.64-00 | AR24AC | MACHINERY AND EQUIPMENT | $ 0 | $ 0 | $ 1,980 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 38,980 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

To utilize the balance of ARPA money already allocated for the air conditioning components at the PD station for other locations in the city. Intended for Moore Center, Clinic, Fleet Location, and Travis Community Center.
Agenda #24-453

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 09/10/24 RESOLUTION #: 2024-085

*City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.*

| | | |
|---|---|---|
| Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.08.06 09:30:55 -04'00' | Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.08.06 09:30:32 -04'00' | |
| Date Requestor's Signature | Date Finance Approval Signature | Date Finance Director's Signature |
| Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.08.28 09:32:50 -04'00' | Lora Howell Digitally signed by Lora Howell Date: 2024.08.28 09:21:24 -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 8/3/23 - IT

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-490 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 8/19/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes. (Police Chief) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 433144-1-8404 G2X22 City of Cocoa Contract Executed 19Aug2024.pdf<br>HVE Grant Budget Resolution FY 2024-086 ADA Compliant.pdf<br>BAF 24-127-A-PD- Accept HVE grant Money (09-10-24) Agenda (24-490).pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2024
Agenda Date: September 10, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes.

## BACKGROUND:

On June 9, 2024, under agenda item 24-308, Council approved the City Manager to enter into a Memorandum of Understanding with the Institute of Police Technology and Management (IPTM) who is facilitating the High Visibility Enforcement (HVE) grant on behalf of the Florida Department of Transportation (FDOT) . This grant provides $5,000 for officers' overtime costs to provide crash mitigation activities beyond their standard work hours. The City of Cocoa must meet the following conditions:

- There has to be at least two media releases. "The first media release announcing that operations are beginning should be distributing a minimum of 7 days in advance on the first education/enforcement detail." The second release should be done halfway through the contract period, and proof of both must be submitted to IPTM within 30 days of the media release or news report.
- There must be detailed activity reports submitted for each detail worked.
- Bicycle light distribution assurance forms should be submitted for each light kit distributed.

- Invoices need to be submitted for each month or payroll period in which overtime details were performed, beginning the month following contract execution.
- Only Tier 1 locations through May 9, 2025.
- Only 8 hours of overtime per day.
- Total HVE grant amount not to exceed $5k.

## STRATEGIC PLAN CONNECTION:

Public Safety

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $5,000 |
| Account Number | 001-0000-369.90-04 GR2406 |
| Account Name | Miscellaneous Revenues |

Source of Funds: __X__ Grant Source:_FDOT IPTM HVE Grant
__X__ Transfer Acct #:_001-2100-521.14-00 Overtime

## PREVIOUS ACTION:

Council previously approved agenda items 23-376, allowing the Department to apply for this grant, and agenda item 23-609, allowing the Department to amend the budget by $5,000 for the grant award.

## RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes.

Docusign Envelope ID: D3F449EB-0C1D-4C4D-AD25-57DDD5C43366
Docusign Envelope ID: E7FBF503-98CF-4D6A-B395-E9926A3C068A
Docusign Envelope ID: 49DE8497-410F-4F88-966A-FD168FDCEAC2

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

August 7, 2024

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2X22

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Cocoa in the amount of $5,000.00. Under the contract, Cocoa Police Department will conduct overtime high visibility education and enforcement operations through May 9, 2025.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Docusign Envelope ID: D3F449EB-0C1D-4C4D-AD25-57DDD5C43366
Docusign Envelope ID: E7FBF503-98CF-4D6A-B395-E9926A3C068A
Docusign Envelope ID: 49DE8497-410F-4F88-966A-FD168FDCEAC2

## Letter of Agreement and Contract

**In this contract between the City of Cocoa ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"),** a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

**Total contract amount will not exceed $5,000.00**

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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# EXHIBIT "A"

## SCOPE OF SERVICES
## PEDESTRIAN AND BICYCLE SAFETY
## HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable that all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. **VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

**Minimum Level of Service**

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☐Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

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- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2023.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety; A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

**HIGH VISIBILITY ENFORCEMENT (HVE)**

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

**High Visibility Enforcement is defined as:**

| | |
|---|---|
| **Intense:** | Enforcement activities are over and above what normally takes place. |
| **Frequent:** | Enforcement occurs often enough to create general deterrence. |
| **Visible:** | A majority of the public sees or hears about the enforcement. |

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**Strategic:** Enforcement targets high-risk locations during high-risk times.

## APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

## METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

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The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

## FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

## PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

## REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

## NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

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All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

**CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.**

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

**CONSEQUENCES FOR NON-PERFORMANCE**

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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## EXHIBIT "B"

## EFFORT SUMMARY

## FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
## HIGH VISIBILITY ENFORCEMENT CAMPAIGN

### QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

### PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

### BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
  ☐Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
  ☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

**Total contract amount not to exceed: $5,000.00**

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# EXHIBIT "C"

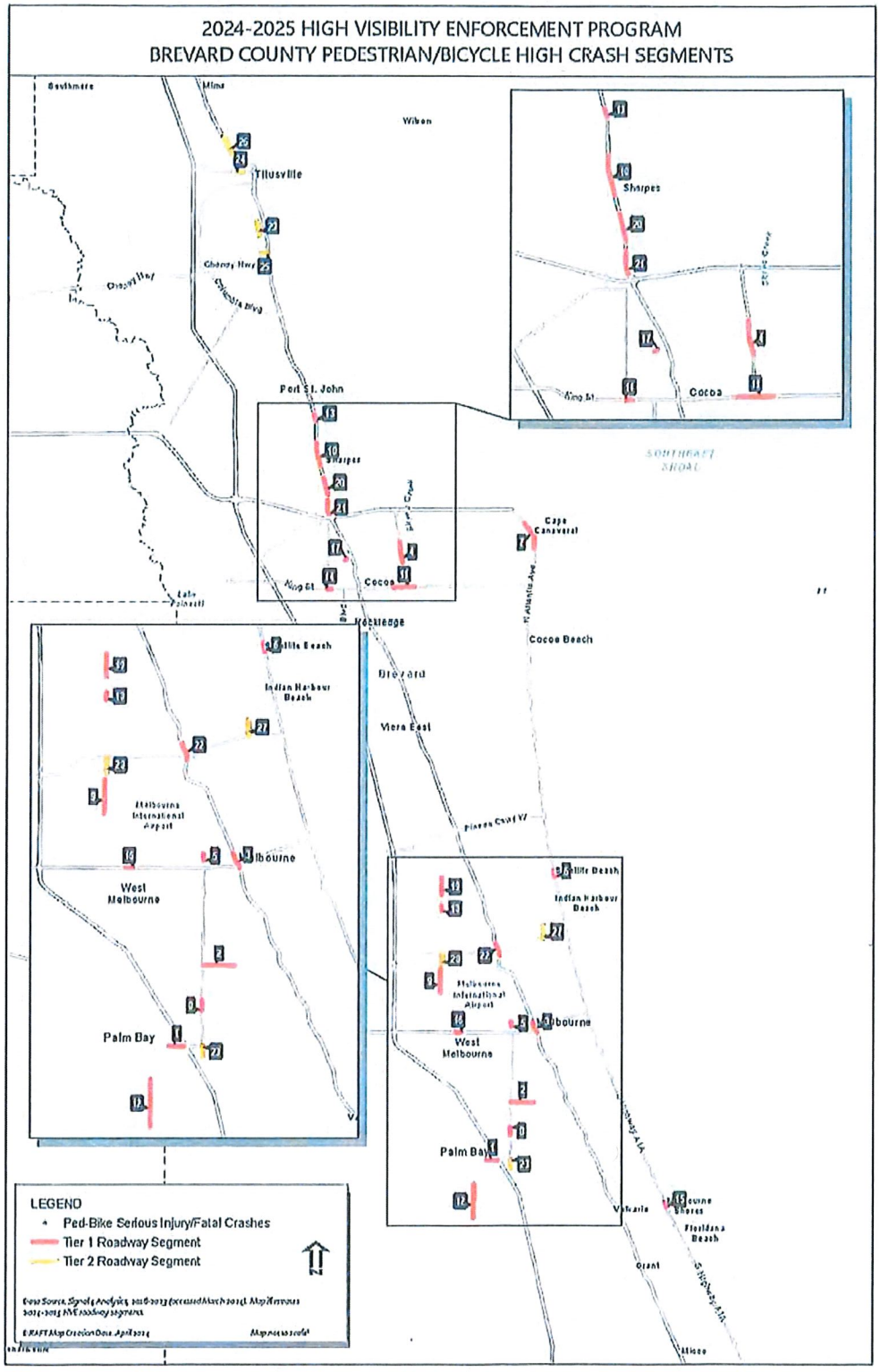
## Locations for Cocoa Police Department
## Florida's Pedestrian and Bicycle Focused Initiative
## High Visibility Enforcement Campaign

| Rank | Roadway Name | From | To | Tier | Time Range | | Day of the Week |
|---|---|---|---|---|---|---|---|
| | | | | | From | To | |
| 17 | Dixon Boulevard | N Fiske Boulevard | McDonalds (927 Dixon Blvd, Cocoa, FL 32922) | 1 | 500 | 1900 | Monday |

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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# EXHIBIT "C"



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## Letter of Agreement and Contract

**Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.**
**d/b/a Institute of Police Technology and Management**

DocuSigned by:
Vince Smyth
C5A7E9678A329478...
SCH Vince Smyth, Associate Vice President — 8/19/2024 Date

DocuSigned by:
Cammy Pucci
7D63E67823AB4ED...
Cameron Pucci, Director — 8/13/2024 Date

SCH

**VENDOR ACKNOWLEDGEMENT:** By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

**Vendor Name:** City of Cocoa

**Address:** 1226 W. King Street, Cocoa, FL 32922

Vendor's Authorized Agent Signature — 8/12/2024 Date

Stockton E. Whitten — Printed Name

City Manager — Title

DocuSigned by:
Chris Craig
B87DFADA5D7C4E4...
08/07/2024 | 3:48 PM EDT
FDOT APPROVAL

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# Exhibit "D"

## FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

2. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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 31 U.S.C 1352. 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.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.

v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must 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).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts 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.

xi. **Indemnification and Insurance**. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

Docusign Envelope ID: D3F449EB-0C1D-4C4D-AD25-57DDD5C43366
Docusign Envelope ID: E7FBF503-98CF-4D6A-B395-E9926A3C068A
Docusign Envelope ID: 49DE8497-410F-4F88-966A-FD168FDCEAC2

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use 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
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

# RESOLUTION NO. 2024-086

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 10th day of September, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

# City of Cocoa Budget Adjustment Form FY 2024 - 24-127-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 08/27/24

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 5,000 | 001-0000-369.90-04 | GR2406 | Miscellaneous Revenues | $ 0 | $ 0 | $ 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 | $ 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 | 001-2100-521.14-00 | GR2406 | Law Enforcement/Overtime | $ 240,622 | $ 245,622 | $ 250,622 | ($ 27,758) |
| $ 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:**

To accept the revenue and expenditure of the High Visibility Enforcement grant. Agenda 24-490

**Council/Board APPROVAL REQUIRED? YES** (●) **NO** ( ) **DATE APPROVED:** 09/10/24 **RESOLUTION #:** 2024-086

***City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | |
|---|---|---|
| Susan Lambert Digitally signed by Susan Lambert Date: 2024.08.27 07:50:02 -04'00' | Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.08.27 14:57:38 -04'00' | |
| Date Requestor's Signature | Date Finance Approval Signature | Date Finance Director's Signature |
| Evander Collier Digitally signed by Evander Collier Date: 2024.08.27 11:32:53 -04'00' | Lora Howell Digitally signed by Lora Howell Date: 2024.09.03 11:58:43 -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 #: _____

Approved 07/13

Revised eform 8/3/23 - IT

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-512 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Agenda Ready | |
| **File created:** | 8/30/2024 | | **In control:** | City Council | |
| **On agenda:** | 9/10/2024 | | **Final action:** | | |
| **Title:** | Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting 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, Inc. (Water Suppliers). (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 2024-08-15 Three-Year CUP Agreement.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2024
Agenda Date: September 10, 2024
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting 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, Inc. (Water Suppliers).

## BACKGROUND:

The City of Cocoa has entered into multiple previous agreements with Orange County Utilities, OUC, Toho Water Authority, and East Central Florida Services, Inc. (ECFS) to develop a regional alternative water supply project called the Taylor Creek Reservoir/St Johns River Water Supply Project (TCR Project). The TCR Project involves withdrawing water from the man-made Taylor Creek Reservoir. The Taylor Creek Reservoir is in eastern Orange and Osceola Counties.

ECFS is a private water utility that serves the landholdings of Deseret Ranches of Florida. As part of the TCR Project negotiations, the parties agreed years ago that ECFS could withdrawal a small quantity of water - 2.71 million gallons per day - from the Taylor Creek Reservoir to irrigate crops on a few fields near the reservoir. The parties further agreed that ECFS could seek reoccurring “temporary” consumptive use permits for this quantity of water.

The SJRWMD Governing Board established a new policy providing that the process of constantly renewing temporary consumptive use permits could not be a means to authorize long term water use. The SJRWMD Governing Board directed the parties participating in the TCR Project to develop another way of agreeing to allow ECFS to use this limited quantity of water from the Taylor Creek Reservoir.

To respond to the SJRWMD Governing Board's new direction, the parties developed the attached "Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Services" (3-year Ag Use Agreement).

The 3-Year Ag Use Agreement reflects the parties' consent to ECFS seeking a 3-year duration consumptive use permit from the SJRWMD to withdrawal up to 2.71 million gallons per day to irrigate the same fields as ECFS has been irrigating with this quantity of water for the past 15+ years. The 3-year consumptive use permit duration was agreed upon because it matches the duration of a current agricultural lease for these fields.

The Agreement contains many safeguards to ensure that by obtaining such a consumptive use permit, ECFS does not gain prior use rights that would impact the viability of the TCR Project and the ability of that TCR Project to provide water for all the other water users. This includes agreements by ECFS that the 3-year duration consumptive use permit does not establish any prior use right and an agreement to propose that certain conditions be placed on this permit ensuring that the permit does not adversely affect the TCR Project in any way. ECFS agrees to all these conditions.

Recommendation

Staff recommends Council approve the attached Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Services. This Agreement will allow limited surface water use for existing crop-growing fields while not impacting the TCR Project overall and not impacting Cocoa's ability to obtain water from the TCR Project. The 3-Year Ag Agreement will not take effect until all parties approve and the agreement is executed with all party signatures.

## 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:**

Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting 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, Inc. (Water Suppliers).



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**AGREEMENT FOR PROCESS TO ISSUE AN AGRICULTURAL USE CONSUMPTIVE USE PERMIT TO EAST CENTRAL FLORIDA SERVICES**

This **AGREEMENT FOR PROCESS TO ISSUE AN AGRICULTURAL USE CONSUMPTIVE USE PERMIT TO EAST CENTRAL FLORIDA SERVICES** ("Agricultural Use CUP Agreement") is made and entered into this ___ day of _____, 2024 among the **CITY OF COCOA,** a Florida municipal corporation ("Cocoa"); **EAST CENTRAL FLORIDA SERVICES, INC.,** a Florida corporation, ("ECFS"); **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida ("OCU"); **ORLANDO UTILITIES COMMISSION,** a statutory utility commission created as a part of the City of Orlando, created by special act of the Florida Legislature ("OUC"); and **TOHOPEKALIGA WATER AUTHORITY,** a special district created by special act of the Florida Legislature ("TWA"), (collectively the "Parties").

1. **DEFINITIONS.** Unless specified otherwise, all terms used in this Agricultural Use CUP Agreement shall have the same meaning as defined in the Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement dated November 1, 2017 (the "Permitting Agreement").

2. **AUTHORITY.** This Agricultural Use CUP Agreement is entered into by ECFS, OCU, OUC, TWA, and Cocoa under the same authorities as specified in Section 2 of the Permitting Agreement.

3. **EFFECT ON PERMITTING AGREEMENT.** Section 8.7 of the Permitting Agreement is modified as specified herein. Except where modified herein or where contrary to the terms of this Agricultural Use CUP Agreement, the provisions of the Permitting Agreement remain in

effect.

4. **SEEKING A 3-YEAR DURATION AGRICULTURAL USE CUP FOR THE QUANTITIES CURRENTLY AUTHORIZED BY PERMIT NO. 191011-2.**

A) Within a reasonable period of time beginning on the Effective Date, ECFS shall prepare and submit a renewal or modification application to the St. Johns River Water Management District (the "District") for a 3 year duration CUP authorizing the same water use for the same agricultural purposes as currently authorized by the short duration CUP identified by District Permit No. 191011-2 (Agricultural Use CUP). For this Agricultural Use CUP, ECFS shall request surface and ground water allocations, including an allocation of surface water from the Taylor Creek Reservoir ("TCR"), in accordance with the sources and allocations stated in the conditions included in Permit No. 191011-2, as stated in Exhibit A of this Agreement, and Special Conditions 1, 2, and 3 referenced below, and request a permit, permit renewal, or permit modification for a duration of 3 years. ECFS shall provide to the District information supporting the need for these quantities of water.

B) In this Agricultural Use CUP application, permit renewal, or permit modification application, ECFS shall ask the District to include the following special permit conditions. ECFS shall provide documentation and information to the District as needed to have the District place these conditions on a CUP issued pursuant to the Agricultural Use CUP application described above. Notwithstanding whether or not the District includes these special conditions in the Agricultural Use CUP, the Special Conditions 2 and 3 shall be binding upon ECFS.

**Special Condition 1 - Existing Legal Use (ELU) Condition**:

This permit is being issued pursuant to the District's authority in Part II, Chapter

373, Florida Statutes, and allocates the amount of water that may be used by the permittee from the identified sources in accordance with the permit conditions. The District further acknowledges the existence of the "Agreement for Process to Issue an Agricultural Consumptive Use Permit to East Central Florida Services, Inc." entered into on ____, 2024, by the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission and the Tohopekaliga Water Authority (the "Agreement"). By issuance of this permit the District does not intend to alter any terms of that Agreement.

**Special Condition 2:**

Upon a determination of Project Failure by the parties to that certain Taylor Creek Reservoir/St Johns River Water Supply Project General Implementation Agreement dated November 1, 2017, then the permittee shall, within 90 days of such Project Failure, calculate the number of days needed to attain both crop maturity and harvest of the crops growing when Project Failure occurs; and file with the District the permittee's written abandonment of this permit, per the District's Voluntary Rescission of Consumptive Use Permit Form or similar process, effective no later than 7 days after completing harvest of the crops currently in the ground and irrigated pursuant to this permit.

**Special Condition 3:**

Upon issuance of the "Single, Joint CUP for Additional TCR/SJR Quantity" as defined in that certain Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement dated November 1, 2017, among the permittee, Orange County, OUC, the City of Cocoa, Tohopekaliga Water Authority, and Farmland Reserve, Inc, (the "Permitting Agreement") then ECFS shall abandon this permit in writing effective upon the effective date of either (a) District's final agency action upon both CUP Application Nos. 2-095-1118375-1 ("Field Crops CUP Application") and 2-095-115794-1 ("Agronomic Crops CUP Application") or (b) other District final agency action allocating water to ECFS for agricultural use per implementation of the provisions of the Permitting Agreement.

C) ECFS shall submit a copy of any information ECFS intends to submit to the District to support the Agricultural Use CUP application, permit renewal, or permit modification application, to Cocoa, OCU, OUC, and TWA (collectively "Water Suppliers") at least 15 days prior to submitting that information to the District. ECFS may provide this copy by electronic transmission only.

i.) Each Water Supplier shall have 10 days from the receipt of such information to provide comments to ECFS on such information. However, the ability of a Water Supplier to comment on

such information shall be limited to whether such information fails to comply with the terms of this Agricultural Use CUP Agreement. A Water Supplier may not comment on any other aspect of the Agricultural Use CUP application ECFS provides.

ii.) If a Water Supplier timely provides comments to ECFS that the Agricultural Use CUP application, permit renewal, or permit modification information does not meet the terms of this Agreement, then ECFS and that Water Supplier shall promptly meet to attempt to resolve those comments. ECFS and that Water Supplier shall notify the other Water Suppliers of such meeting and allow the other Water Suppliers to attend. These meetings may occur by electronic means. ECFS and the commenting Water Supplier shall endeavor to resolve the Water Supplier's concerns within 5 days. If ECFS and the Water Supplier cannot resolve the Water Supplier's concerns, then the issue shall be resolved by the Default and Remedy provisions of the Permitting Agreement. The Water Suppliers and ECFS may change these timeframes by mutual agreement.

5. **EFFECT ON OTHER CURRENTLY PENDING AGRICULTURAL CUP APPLICATIONS OR ISSUED CUPS SUBJECT TO ADMINISTRATIVE CHALLENGE**. Notwithstanding either ECFS' requirement to apply for the 3-year duration Agricultural Use CUP or, alternatively, to apply for renewal or modification of Permit No. 191011-2 without modifying the 3-year duration, the issuance of that Agricultural Use CUP by the District, or any other provision in this Agricultural Use CUP Agreement, the following shall apply:

A) ECFS shall continue to request the District to hold its CUP application number 2-095-115794-1 ("Agronomics Crop CUP Application") in pending status. As part of this request, ECFS will provide letters or other acknowledgement to the District of ECFS's waiver of its rights under section 120.60, F.S., to have the District act on the Agronomic Crops CUP application. ECFS may

condition such waiver so that the waiver applies only to the extent OCU has waived its section 120.60, F.S., rights relative to CUP application number 119798-1.

B) That certain Joint Stipulation Regarding Continued Abeyance of Cases by Tohopekaliga Water Authority, Orange County, St. Johns River Water Management District and East Central Florida Services, Inc. (Joint Stipulation) relating to CUP number 2-097-118375-1 shall remain in effect. This Agreement does not modify any provisions of the Joint Stipulation.

C) The parties recognize that if the District issues the 3-year duration Agricultural Use CUP as referenced above, the allocations of water shall equal the quantities of water the District allocated to ECFS pursuant to the CUP issued under District Permit No. 191011-2 as related to the Agronomic Crops CUP application and the Field Crops CUP application. As such, if the District takes final agency action issuing the 3-year duration Agricultural Use CUP with all the water allocations referenced in the conditions in Exhibit A of this Agreement, then ECFS shall not request the District to issue temporary CUPs so long as the Agricultural Use CUP remains in effect. However, if the District revokes or modifies the 3-year duration Agricultural Use CUP, then ECFS may apply to the District for one or more temporary CUPs as needed to obtain authorization to withdraw the allocations under Permit No. 191011-2.

D) Nothing herein is intended to reduce or modify ECFS' ability under section 8.7 of the Permitting Agreement to apply for and seek an allocation of up 8 MGD of surface water from the Taylor Creek Reservoir under either the Field Crops CUP application or the Agronomic Corps CUP application, or both applications combined, and to request the District to issue either the Field Crops CUP or the Agronomic Crops CUP for a duration equal to the duration of the Single, Joint CUP for Additional TCR/SJR Quantity. More specifically, the Water Suppliers agree that the

issuance of a three year duration Agricultural Use CUP for a 2.91 MGD allocation of surface water from the Taylor Creek Reservoir, with conditions shown in Exhibit A of this Agreement, is not intended as a limitation, precedent, or determination of any type, on the ECFS' ability to seek, and the SJRMWD to approve, a greater allocation of water from the TCR in the Field Crops CUP application or the Agronomic Crops CUP application or both applications combined, upon the issuance of the Single, Joint CUP for Additional TCR/SJR Quantity.

6. **ECFS' EXISTING LEGAL USER STATUS AS TO AGRICULURAL USE CUP.** The Parties agree only as to a CUP issued pursuant to the Permitting Agreement referred to as the "Single, Joint CUP for Additional TCR/SJR Quantity;" the permitted allocations from the TCR authorized under the Agricultural Use CUP contemplated herein shall not have priority and not be considered an existing legal use. Notwithstanding any operation of law and together with its application for the Agricultural Use CUP, ECFS shall submit a written waiver of any existing legal user status this Agricultural Use CUP's allocations would have over the Single, Joint CUP for Additional TCR/SJR Quantity and request the District recognize this Agreement and the District's lack of intent to alter the same. The scope of this waiver of existing legal user status includes protections and priorities that would otherwise be provided by conditions of issuance and permit conditions regarding allocation timing, interference with quantity and quality and competition upon permit renewal as afforded by Sections 373.223, 373.233, and 373.236, Fla. Stat., and related District implementing rules. These provisions do not apply to any CUP other than the Single, Joint CUP for Additional TCR/SJR Quantity. For all other CUPs, the priority of water withdrawal authorized by the Agricultural Use CUP and status afforded as an existing legal user shall be governed by general law and the terms of this provision shall not apply.

7. **PROCEDURES UPON ISSUANCE OF A SINGLE, JOINT CUP FOR**

**ADDITIONAL TCR/SJR QUANTITY.** Pursuant to the Permitting Agreement, the Parties agree to take appropriate and timely action to expedite simultaneous issuance of the pending CUP applications referenced in the Permitting Agreement, including OCU and TWA dismissal of their Petitions challenging issuance of the Field Crops CUP Application No. 2-097-118375-1, upon the District's issuance of intended agency action on the Single, Joint CUP for Additional TCR/SJR Quantity.

8. **NO CHALLENGE TO AGRICULTURAL USE CUP OBTAINED PURSUANT TO THIS AGREEMENT**.

A) To enable ECFS to obtain a CUP after ECFS submits the permit application, permit renewal, or permit modification application required by this Agricultural Use CUP Agreement, ECFS will request the District to generate a technical staff report and proposed CUP reflecting this Agricultural Use CUP Agreement. ECFS will request the District to electronically transmit that technical staff report and proposed CUP to the Water Suppliers. If that technical staff report and proposed CUP contains an allocation of 2.91 MGD annual average surface water from Taylor Creek Reservoir and the conditions shown on Exhibit A; contains the special permit conditions set forth in this Agreement; and has a duration not exceeding three years, then the Water Suppliers shall not challenge, support a challenge, or otherwise oppose the District's approval of this Agricultural Use CUP issued pursuant to and consistent with the terms of this Agricultural Use CUP Agreement.

B) If the revised technical staff report contains a surface water allocation from the Taylor Creek Reservoir exceeding 2.91 MGD annual average, does not contain the special permit conditions set forth in Exhibit A of this Agreement, or has a duration exceeding three years, then ECFS shall

request the District to change the revised technical staff report to conform to the terms of this Agricultural Use CUP Agreement. If after receiving such request, the District then proposes to issue the Agricultural Use CUP with a surface water allocation from the Taylor Creek Reservoir exceeding 2.91 MGD annual average, does not contain the special permit conditions set forth in Exhibit A of this Agricultural Use CUP Agreement, or has a duration exceeding three years, then ECFS shall withdraw its Agricultural Use CUP application, permit renewal, or permit modification application with a request or application to the District to renew Permit No. 191011-2 .

9. **DISTRICT ISSUANCE OF AGRICULTURAL USE CUP WITH TCR ALLOCATION LESS THAN THE ALLOCATIONS, PER SOURCE, STATED IN EXHIBIT A OR DURATION OF LESS THAN THREE YEARS OR ALTERED CONDITIONS**. If the District proposes to issue a CUP to ECFS based upon the Agricultural Use CUP application, permit renewal, or permit modification application, described above that has a TCR surface water allocation less than the allocations, per source, stated in Exhibit A, a duration of less than three years, or does not contain the conditions shown on Exhibit A or contains restrictions on the use of water not contained within Permit Number 191011-2, then ECFS may petition for an administrative hearing contesting the same and asserting that the District should have issued such CUP according to the terms of this Agricultural Use CUP Agreement. During such administrative hearing, ECFS may request the District renew Permit Number 191011-2.

10. **NO IMPACT ON REGIONAL PERMITS OR TCR/SJR PROJECT WATER AVAILABILITY.** The Agricultural Use CUP issued pursuant to the terms of this Agricultural Use CUP Agreement is not intended to prevent issuance of any of the Regional Permits, cause a reduction of the amount of water allocable to the Water Suppliers in the Single, Joint CUP for Additional TCR/SJR Quantity, or any other applicable Regional Permit to be issued for the

TCR/SJR Project, or cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project.

11. **MODIFICATIONS.** ECFS may modify the Agricultural Use CUP the District issues pursuant to the Agricultural Use CUP application described above provided that ECFS shall not seek a duration extension or an allocation of surface water from TCR greater than 2.91 MGD annual average.

12. **MEETING TO EVALUATE CUP RENEWAL**. ECFS, OCU, TWA, OUC and Cocoa representatives shall meet at a date that is approximately 2 years from the Effective Date of this Agricultural Use CUP Agreement to determine whether a renewal of the Agricultural Use CUP issued pursuant to the Agricultural Use CUP application described above is warranted.

13. **TERM OF AGREEMENT**. This Agricultural Use CUP Agreement will remain in effect until the abandonment or expiration of the Agricultural Use CUP.

14. **NOTICES**. All notices provided for in this Agricultural Use CUP Agreement must be delivered pursuant to the terms of Section 16 of the Permitting Agreement.

15. **OTHER APPLICABLE PROVISIONS OF THE PERMITTING AGREEMENT**. The provisions of paragraphs 12, 13, 18, 19, 20, 25, 26, 27, and 28, of the Permitting Agreement as amended apply to the terms of this Agricultural Use CUP Agreement.

16. **EFFECTIVE DATE.** This Agricultural Use CUP Agreement shall become effective upon date indicated above, which shall be the date reflecting the signature of all parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By:_____

ATTEST:

By:_____

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:_____

ATTEST:

By:_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission

_____ By:_____

Print Name Clint Bullock
General Manager & CEO

_____

Approved as to form and legality,
OUC Legal Department

By:_____

Date:_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY

An independent special district established and created pursuant to Chapter 189, Florida Statutes, by a special act of the Florida Legislature

By:_____
Todd P. Swingle, Executive Director

Date:_____

ATTEST:

_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.,
a Florida corporation

By:_____
Name: Douglas L. Rose
Its: Director

Attest:_____

Date:_____

**Exhibit A**

Conditions

1. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.

2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.

3. Prior to the construction, modification or abandonment of a well, the permittee must obtain a water well permit from the St. Johns River Water Management District or the appropriate local government pursuant to Chapter 40C-3, F.A.C. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification, or abandonment is other than that specified and described on the consumptive use permit application form.

4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.

5. The permittee's consumptive use of water as authorized by this permit shall not interfere with legal uses of water existing at the time of permit application. If interference occurs, the District shall revoke the permit, in whole or in part, to curtail or abate the interference, unless the interference associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.

6. The permittee's consumptive use of water as authorized by this permit shall not have significant adverse hydrologic impacts to off-site land uses existing at the time of permit application. If significant adverse hydrologic impacts occur, the District shall revoke the permit, in whole or in part, to curtail or abate the adverse impacts, unless the impacts associated with the permittee's consumptive use of water are mitigated by the permittee pursuant to a District-approved plan.

7. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or

transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40C-1.612, F.A.C. Alternatively, the permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility as provided by Rule 40C-2.401, F.A.C. The permittee shall notify the District in the event that a replacement tag is needed.

9. The permittee's consumptive use of water as authorized by this permit shall not adversely impact wetlands, lakes, rivers, or springs. If adverse impacts occur, the District shall revoke the permit, in whole or in part, to curtail or abate the adverse impacts, unless the impacts associated with the permittee's consumptive use of water are mitigated by the permittee pursuant to a District-approved plan.

10. The permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Section 373.042 and 373.0421, F.S. If the permittee's use of water causes or contributes to such a reduction, then the District shall revoke the permit, in whole or in part, unless the permittee implements all provisions applicable to the permittee's use in a District-approved recovery or prevention strategy.

11. The permittee's consumptive use of water as authorized by the permit shall not cause or contribute to significant saline water intrusion. If significant saline water intrusion occurs, the District shall revoke the permit, in whole or in part, to curtail or abate the saline water intrusion, unless the saline water intrusion associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.

12. The permittee's consumptive use of water as authorized by the permit shall not cause or contribute to flood damage. If the permittee's consumptive use causes or contributes to flood damage, the District shall revoke the permit, in whole or in part, to curtail or abate the flood damage, unless the flood damage associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.

13. All consumptive uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

14. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

15. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that Section 373.239, F.S., and Rule 40C-2.331, F.A.C., are applicable to permit modifications.

16. All submittals made to demonstrate compliance with this permit must include CUP number ### labeled on the submittal. Submittals should be made on-line at https://permitting.sjrwmd.com whenever possible.

17. This permit will expire on **DATE**.

18. Total annual allocation is 1385.9 million gallons (3.8 mgd) for a 2-in-10 year drought condition. This allocation represents the amount of water required to meet the water demands as a result of deficit rainfall quantities occurring during a drought with the probability of recurring twice every ten years. The permittee shall not exceed this allocation in hydrologic conditions less than a 2-in-10 year drought event. In addition, the permittee is advised that their annual use of water should be less than the drought allocation in all years except for the drought condition that is the basis for the allocation or a more severe drought.

Compliance with this annual allocation is based on the quantity withdrawn over a calendar year beginning on January 1 and ending on December 31.

19. If the District performs an analysis and determines that the allocated supplemental irrigation quantities are exceeded when the rainfall deficit is less severe than the drought conditions serving as the basis for the allocation, then before deciding whether to undertake any enforcement action, the District shall either:

A. Request the permittee to submit a report that includes reasons why the allocated quantities were exceeded, measures taken to meet the allocated quantities, and a plan to bring the permit into compliance.; or

B. Consult informally with the permittee as to the reason why the allocated quantity was exceeded.

The District shall evaluate information submitted by permittees who exceed their allocated quantities to determine whether there is good cause for the exceedance. Good cause justifying Permittees may justify an exceedance includes documentation of by documenting unusual water needs, such as weather conditions creating greater irrigation needs than normal. However, even with such documentation, phased reductions in water use will be required unless the District determines that water usage was reasonable under the circumstances reported and that further reductions are not feasible. A permit modification is required to implement any increase in

allocated quantities.

20. Beginning January 2028, the District will annually examine the agricultural user's 5-year moving average supplemental water use and compare it to the annual supplemental irrigation needs in a 5-in-10 year rainfall condition.

If the agricultural user's 5-year moving average supplemental water use is higher than the annual supplemental irrigation needs in a 5-in-10 year rainfall condition, the District shall notify the permittee who shall consult informally with the District to provide any known reasons why such use occurred, including documentation of prolonged periods of below average rainfall. Following such consultation, the permittee shall then submit a report to the District that includes a detailed explanation and any necessary analysis of the water use. The permittee may request in writing to forego the report and the District shall grant such request if the permittee presents documentation of prolonged periods of below average rainfall during the informal consultation.

If a permittee is unable to present documentation of prolonged periods of below average rainfall, the District shall modify the permit to include an annual allocation based on the amount of supplemental irrigation required during a 2-in- 10 year and a 5-in-10 year rainfall condition. In such case, the supplemental irrigation allocation based on the 5-in-10 year rainfall condition shall be valid for only 5 years unless the agricultural user's 5-year moving average water use continues to exceed the amount of supplemental irrigation needed during a 5-in-10 year rainfall condition for reasons other than prolonged periods of drought.

21. If the rainfall deficit is more severe than the drought conditions serving as the basis for the allocations, the permittee's withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands, provided no harm to the water resources occur and:

a. All other conditions of the permit are met; and
b. The withdrawal is otherwise consistent with any applicable declared Water Shortage Order in effect.

22. The annual withdrawal of surface water from the L-73 Canal for seedbed preparation, crop establishment, and irrigation of 1228 acres of row crops must not exceed 1385.9 million gallons per year (3.8 mgd average). The annual water use should be less than this amount in all years except for a 2-in-10 year drought.

23. The annual withdrawal of groundwater from the Upper Floridan Aquifer or surface water from the Taylor Creek Reservoir as back-up sources to supplement the L-73 Canal for seedbed preparation, crop establishment, irrigation, and freeze protection must not exceed 1060.6 million gallons per year (2.91 mgd average).

24. Maximum daily withdrawals of surface water from the L-73 Canal, groundwater from the Upper Floridan aquifer, or surface water from the Taylor Creek Reservoir for crop protection (frost/freeze protection) in any 24-hour period must not exceed 35.53 million gallons.

25. When water has been used for crop protection, the permittee shall complete the District Form Number 40C-2.900(10) (Crop Protection Report Form) for each month in which a crop protection event occurred, providing withdrawals per day by well/pump/station. The permittee must keep the completed form(s) for two years after the freeze protection event and make them available for inspection by District staff upon request.

26. Total maximum monthly allocation is 584.8 million gallons. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month.

27. The permittee must measure the quantity of water withdrawn by pumps P-R-1 (Station ID 242680), P-R-2 (Station ID 242681), P-R-21 (Station ID 261525), P-R-3 (Station ID 261526), P-R-22 (Station ID 407535), P-R-24 (Station ID 407536), P-R-16 (Station ID 410686), P-R19 (Station ID 410684), and P-R-20 (Station ID 410682) and well W-M3 (Station ID 406483). Total withdrawals of each pump and well must be recorded continuously, totaled monthly, and reported to the District every six months. The permittee must record the time of operation of Lift Pump (District ID 242827) and estimate the volume pumped based on the rated pumping capacity. Total withdrawals from the Taylor Creek Reservoir must be report to the District every six months. The reporting dates each year will be as follows:

| Reporting Period | Report Due Date |
|---|---|
| January - June | July 31 |
| July - December | January 31 |

28. Pumps P-R-1 (Station ID 242680), P-R-2 (Station ID 242681), P-R-21 (Station ID 261525), P-R-3 (Station ID 261526), P-R-22 (Station ID 407535), P-R-24 (Station ID 407536), P-R-16 (Station ID 410686), P-R19 (Station ID 410684), and P-R-20 (Station ID 410682), and PLS5 (Station ID 242827) and well W-M3 (Station ID 406483) must be equipped with totalizing flow meters. All flow meters must measure within +/- 5% of actual flow, be verifiable and be installed according to the manufacturer's specifications.

29. The permittee must maintain all flow meters and alternative methods for measuring flow. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.

30. The permittee must have all flow meters checked for accuracy at least once every 10 years and recalibrated if the difference between the actual flow and the meter reading is

greater than 5%. Flow Meter Accuracy Report Form (EN-51) must be submitted to the District within 10 days of the inspection/calibration.

31. The permittee must have a groundwater sample collected and analyzed from Floridan Aquifer well W-M3 (District ID# 406483) during an irrigation cycle by May 31st of each year.

**Sample Collection**
All groundwater samples must be collected in accordance with Florida Department of Environmental Protection (DEP) Standard Operating Procedure FS 2200 for groundwater sampling (DEP-SOP-001/01), DEP Quality Assurance Rule, 62-160, F.A.C.

Wells must be purged in accordance with the appropriate procedure in DEP-SOP-001/01, as necessary to evacuate water from the well column and induce groundwater representative of the hydrogeologic formation into the well prior to sampling. Purged water must be sampled and analyzed in the field for the following parameters:

Water Temperature ($^{o}$C)
pH (SU)
Specific Conductance (umhos/cm or uS/cm)
Turbidity (NTU)

Calibrated instruments equipped with probe sensors are acceptable for field measurements during well purging and water quality sampling procedures. Purging and sampling must be documented using the Groundwater Sampling Log form referenced in FS 2200 or equivalent.

Water samples must be stored on ice immediately after collection, and remain on ice until received by the laboratory. It is recommended that sample duplicates be taken to allow for laboratory errors or data loss, and these samples be stored by the laboratory for a minimum of 60 days to ensure backup sample availability should re-analyses be required.

**Laboratory Analyses**
Water samples must be analyzed in the laboratory for the following major ion suite:

Calcium (mg/L)
Magnesium (mg/L)
Potassium (mg/L)
Sodium (mg/L)
Total iron (mg/L)
Chloride (mg/L)
Sulfate (mg/L)
Bicarbonate Alkalinity (as mg/L $CaCO_3$)
Carbonate Alkalinity (as mg/L $CaCO_3$)
Total Dissolved Solids (mg/L)
Specific Conductance (umhos/cm or uS/cm)

**Quality Assurance**
The permittee must provide documentation that field instruments were properly calibrated prior to obtaining field measurements during purging and sampling.

All water quality analyses must be performed by a laboratory certified by the Florida Department of Health (FDOH) and the National Environmental Laboratory Accreditation Program (NELAP). All laboratory analyses must be by methods for which the laboratory has FDOH certification. All laboratory analyses must be completed within EPA holding times. If data is lost or a laboratory error occurs and the EPA holding time for an analysis has expired, the permittee must have the well re-sampled within 15 days of notification from the laboratory that a loss or laboratory error has occurred. The resample shall be collected according to the procedures described above, and analyzed for the field parameters and the major ion suite listed above.

Laboratory analyses utilizing selective ion electrodes and field screening test kits (e.g., Hach and LaMotte are not acceptable due to the inadequate sensitivity of these methods.

All major ion analyses must be checked for anion-cation balance (equivalent concentration in meq/L), and must not exceed 5% difference. If the ion balance exceeds 5% difference, the permittee must review the data and include in the report submitted to the District, a discussion of the cause or explanation of the imbalance. The permittee may also be required to have the sample re-analyzed if it is within acceptable holding times or have the well re-sampled. The re-sample shall be collected according to the procedures described above, and analyzed for the four field parameters and the major ion suite.

**Report**
A report must be submitted to the District no later than the last day of the month after the sampling (for example, the report for samples collected in May must be submitted to the District no later than June 30). The report must include the following:

Table summarizing results for field measurements and laboratory chemical analyses
Well sampling log
Field instrument calibration verification
Chain of custody forms (if outsourced)
Laboratory analytical report (if outsourced)

All data must be submitted to the District in a District-approved electronic format readable by the District's computerized database. Form No. 40C-2.900(11) in paper format may be used in lieu of the electronic format for permittees not having access to a computer or the internet.

32. The permittee must implement the Water Conservation Plan submitted to the District on April 3, 2023, in accordance with the schedule contained therein.

33. The lowest quality water source, such as reclaimed water, must be used as irrigation water in place of groundwater when available and deemed feasible pursuant to District rules and applicable state law.

34. The permittee shall develop and maintain an Annual Conservation Goal Implementation Plan (ACGIP) pursuant to section 2.7 of the CFWI Supplemental Applicant's Handbook for Consumptive Use Permitting. The ACGIP shall outline conservation goals for no less than 5 years. The permittee shall submit the ACGIP upon request by the District, during a 10-year compliance report, and with an application for permit renewal or modification.

35. The permittee must implement the ACGIP submitted to the District on April 3, 2023, in accordance with the schedule contained therein.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-513 | **Version:** 1 | **Name:** | | |
| **Type:** | Agenda | | **Status:** | Agenda Ready | |
| **File created:** | 9/3/2024 | | **In control:** | City Council | |
| **On agenda:** | 9/10/2024 | | **Final action:** | | |
| **Title:** | To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved budget amount, pending the Adoption of the FY2025 Budget. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | B-25-01-BCPEPC - WATER & WASTEWATER CHEMICALS COMPLETE BID PACKAGE.pdf<br>B-25-01-BCPEPC Bid Tab.pdf<br>1-Carmeuse Bid Prices.pdf<br>2-Genesis Alkali Bid Prices.pdf<br>3-Tanner Industries Bid Prices.pdf<br>4-Univar Bid Prices.pdf<br>5-Matheson Bid Prices.pdf<br>6-Thatcher Bid Prices.pdf<br>7-Linde Bid Prices.pdf<br>B-25-01-BCPEPC Award.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2024
Agenda Date: September 10, 2024
Prepared By: Brian Dale, Purchasing Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved budget amount, pending the Adoption of the FY2025 Budget.

## BACKGROUND:

The City of Cocoa as lead agency on behalf of the Brevard County Public Entity Purchasing Cooperative published Invitation to Bid B-25-01-BCPEPC on August 2, 2024 for the supply and

delivery of water treatment chemicals for use by all members of the cooperative.

The solicitation was advertised in the Florida Today newspaper and published on the City's bidding platform VendorLink on August 2, 2024 with a bid due date of August 27, 2024. Notifications went out to 496 registered vendors. The City received 12 responses. The City's Purchasing division tabulated responses, and recommended awarding multiple agreements in accordance with the terms of the solicitation based on the lowest responsive and responsible bids as shown in the table below.

| Vendor | Chemical | Price |
|---|---|---|
| Carmeuse Lime and Stone | Quick Lime | $518.40 / ton |
| Genesis Alkali, LLC | Soda Ash | $480.00 / ton |
| Tanner Industries, Inc. | Anhydrous Ammonia | $2,660.00 / ton |
| Univar Solutions USA, Inc | Hydro-fluosilicic Acid | $570.322 / ton |
| | Ammonium Suflate | $2.499 / gal |
| | Liquid Aluminum Sulfate | $1.98 / gal |
| Matheson Tri-Gas, Inc. | Carbon Dioxide | $425.00 / Ton |
| Thatcher Chemical of Florida, Inc. | Ferric Sulfate | $1.67 / gal |
| Linde, Inc. | Liquid Oxygen | $0.0721 / lb |

These awards are made for the period from October 1, 2024 through September 30, 2025 with the option to renew for one-year terms through September 30, 2028. The City may opt to agree to longer than one-year terms for fixed pricing if it is determined to be in its best interest.

It is requested that City Council accept a late bid from Linde Inc. which was received after the bid due date however was the only bid received for Liquid Oxygen as it is in the best interest of the City to continue the supply and delivery of this chemical.

Staff also recommends that the City Manager have the authority to negotiate and execute the agreements including the authority to negotiate multi-year terms should it be in the best interest of the City to lock in pricing for more than one year as well as have the authority to issue purchase orders for up to the approved annual budget amount.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

Budgeted Yes

The total estimated FY 2025 budget for chemicals is $6,821,500. The above-mentioned chemicals are included within this budgeted amount, however, the Department requests authority to reassign budget within this account line for whichever chemicals are needed, as long as they do not exceed the overall FY25 Budget.

| | |
|---|---|
| Amount Requested | Up to budgeted amount |
| Account Number | 421-4020-536-52-09 |
| Account Name | Operating Supplies / Chemicals |
| Source of Funds | Operating Revenue |

**PREVIOUS ACTION:**

None

**RECOMMENDED MOTION:**

To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved budget amount, pending the Adoption of the FY2025 Budget.

# INVITATION TO BID

## COOPERATIVE SOLICITATION

| Brevard County Public Entity Purchasing Cooperative | City of Cocoa (Lead Agency) |
|---|---|
|  |  |





## B-25-01-BCPEPC

## WATER AND WASTEWATER TREATMENT CHEMICALS

Publish Date August 2, 2024

Brevard County · Canaveral Port Authority · Cape Canaveral · Cocoa · Cocoa Beach · Melbourne · Melbourne Beach · Palm Bay · Rockledge · School Board of Brevard County · Titusville

## TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action. OBJ

# Table of Contents


**SECTION 1 INTRODUCTION ..... 6**

1.1 SUMMARY OF PROJECT ..... 6
1.2 GENERAL DELIVERY REQUIREMENTS ..... 7
1.3 DELIVERY INSTRUCTIONS: ..... 7
1.4 SOLICITATION SCHEDULE ..... 8
1.5 TERM ..... 9
1.6 PRICING ..... 9
1.7 ORDER QUANTITIES ..... 10
1.8 KNOWN LOCATIONS ..... 10

**SECTION 2 INSTRUCTIONS TO BIDDERS ..... 11**

2.1 BID DOCUMENTS ..... 11
2.2 BID SUBMITTAL AND DELIVERY ..... 11
2.3 PUBLIC OPENING ..... 12
2.4 UNBALANCED BIDS ..... 13
2.5 ON-LINE SERVICE PROVIDER DISCLAIMER ..... 13
2.6 SOLICITATION DOCUMENTS ..... 13
2.7 MANDATORY PRE-BID MEETING ..... 13
2.8 CONE OF SILENCE/LOBBYING ..... 13
2.9 INTERPRETATIONS AND QUESTIONS ..... 14
2.10 BID COMPLETENESS AND COMPLIANCE ..... 14
2.11 DETERMINING RESPONSIBILITY ..... 15
2.12 BID FORMS/REPRODUCTION ..... 16
2.13 BIDDER ACKNOWLEDGEMENT ..... 16
2.14 BIDS TO REMAIN FIRM ..... 16
2.15 COST OF SUBMITTAL ..... 16
2.16 IMPROPER IDENTIFICATION AND TIMELINESS ..... 16
2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY ..... 16
2.18 PROPRIETARY INFORMATION ..... 17
2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION ..... 17
2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS ..... 17
2.21 AMERICANS WITH DISABILITIES ACT ..... 17
2.22 OFFICE OF RECORD ..... 17
2.23 MODIFICATION OR WITHDRAWAL OF BIDS ..... 18
2.24 CONFLICTS WITHIN SOLICITATION ..... 18
2.25 JOINT VENTURES ..... 18

**SECTION 3 SPECIAL CONDITIONS ..... 19**

3.1 BID SECURITY BOND – NOT USED ..... 19
3.2 PERFORMANCE AND PAYMENT BONDS-NOT USED ..... 19
3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-NOT USED ..... 19

**SECTION 4 GENERAL TERMS AND CONDITIONS ..... 20**

4.1 AWARD OF CONTRACT ..... 20
4.2 DAMAGES ..... 20
4.3 NOTICE TO PROCEED ..... 20
4.4 SUPERVISION ..... 20
4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY ..... 21
4.6 PERFORMANCE EVALUATION ..... 21
4.7 PROTECTION OF PROPERTY ..... 21
4.8 SERVICE REQUIREMENTS ..... 21

4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ..... 21
4.10 WARRANTY ..... 21
4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES ..... 22
4.12 NON-EXCLUSIVE CONTRACT ..... 22
4.13 MATERIAL DEVIATIONS ..... 22
4.14 OWNERSHIP OF DOCUMENTS ..... 22
4.15 PUBLIC RECORDS COMPLIANCE ..... 23
4.16 FUND AVAILABILITY ..... 24
4.17 PROMPT PAYMENT ACT ..... 24
4.18 RESERVED ..... 24
4.19 INVOICES/APPLICATION FOR PAYMENT ..... 24
4.20 W-9 FORM ..... 24
4.21 MOST FAVORED CUSTOMER ..... 25
4.22 PRICE REDUCTION CLAUSE ..... 25
4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES ..... 25
4.24 ESTIMATED QUANTITIES ..... 25
4.25 FOREIGN CORPORATION ..... 25
4.26 PUBLIC EMERGENCIES ..... 25
4.27 SPECIFICATIONS/DEVIATIONS ..... 26
4.28 PERMITS, LICENSES AND FEES ..... 26
4.29 SUB-CONTRACTORS ..... 26
4.30 TAXES ..... 26
4.31 COMPLIANCE WITH ALL LAWS AND VENUE ..... 27
4.32 NEW PRODUCT ..... 27
4.33 EQUAL OPPORTUNITY ..... 27
4.34 PUBLIC ENTITY CRIMES ..... 27
4.35 SOVEREIGN IMMUNITY ..... 27
4.36 RIGHT TO CANCEL OR REJECT ..... 27
4.37 ADDITIONAL INFORMATION ..... 28
4.38 UNIT PRICE ACCURACY ..... 28
4.39 MATHEMATICAL ERRORS ..... 28
4.40 UNBALANCED BIDDING PROHIBITED ..... 28
4.41 FRONT LOADING OF BID PRICING PROHIBITED ..... 29
4.42 REASONABLE PRICES ..... 29
4.43 DELIVERY ..... 29
4.44 SPLIT AWARD – NOT APPLICABLE ..... 29
4.45 BID PRICE SCHEDULE ..... 30
4.46 BID TABULATION ..... 30
4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING ..... 30
4.48 PRE-AWARD INSPECTION ..... 30
4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS ..... 30
4.50 DRUG-FREE WORKPLACE PREFERENCE ..... 30
4.51 CONFLICT OF INTEREST ..... 30
4.52 NON-COLLUSION/LOBBYING CERTIFICATION ..... 31
4.53 CONSTRICTING CONDITIONS ..... 31
4.54 DEBARRED BIDDERS ..... 31
4.55 NOTICES OF INTENT ..... 31
4.56 PROTESTS AND APPEALS ..... 31
4.57 SCRUTINIZED COMPANIES ..... 32
4.58 FORCE MAJEURE ..... 32
4.59 INSURANCE REQUIREMENT ..... 32
4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) ..... 32
4.61 AUDITS AND RECORDS ..... 33
4.62 INDEPENDENT CONTRACTOR AND LIABILITY ..... 33

4.63 INDEMNIFICATION ..... 33
4.64 CHANGES, MODIFICATIONS AND WAIVER ..... 34
4.65 ASSIGNMENT ..... 34
4.66 TERMINATION ..... 34
4.67 ATTACHMENTS AND EXHIBITS ..... 35
4.68 OWNERSHIP AND RIGHTS IN DATA ..... 35
4.69 ADMINISTRATIVE PROVISIONS ..... 35
4.70 TIE BIDS ..... 36

**SECTION 5 CHEMICAL SPECIFICATIONS ..... 37**

5.1 QUICKLIME ..... 37
5.2 SODA ASH ..... 40
5.3 ANHYDROUS AMMONIA ..... 41
5.4 HYDROFLUOSILICIC ACID ..... 43
5.5 CARBON DIOXIDE ..... 44
5.6 FERRIC SULFATE ..... 45
5.7 LIQUID OXYGEN ..... 49
5.8 AMMONIUM SULFATE ..... 52
5.9 WISPROFLOC – N- STARCH ..... 53
5.10 LIQUID ALUMINUM SULFATE ..... 54

**RESPONSE COVER PAGE ..... 55**

1 SUBMITTAL ACKNOWLEDGEMENT ..... 56
2 BID FORM ..... 57
3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS ..... 60
4 REFERENCES ..... 61
5 STATEMENT OF BIDDER'S QUALIFICATIONS ..... 62
6 INSURANCE REQUIREMENTS ..... 65
7 CERTIFICATE OF NON-SEGREGATED FACILITIES ..... 68
8 DRUG-FREE WORKPLACE CERTIFICATION ..... 69
9 CONFLICT OF INTEREST AND NON-COLLUSION STATEMENT ..... 70
10 ORGANIZATIONAL INFORMATION ..... 72
11 PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION ..... 73
12 TRUTH-IN-NEGOTIATIONS CERTIFICATION ..... 74
13 CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES ..... 76
14 E-VERIFY CONTRACTOR AFFIDAVIT ..... 77
15 FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA ..... 78
16 SOLICITATION RESPONSE IDENTIFICATION LABEL ..... 86

**ATTACHMENT 1 ..... 87**

SERVICE AGREEMENT ..... 87

# INVITATION TO BID

Issuance | Release Date: August 2, 2024
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

## SECTION 1 INTRODUCTION

The City of Cocoa acting as the lead agency, on behalf of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) is accepting sealed bids from all licensed, qualified firms or individuals interested in supplying and delivering water treatment chemicals or related material as described in this Invitation to Bid (ITB). The City of Cocoa intends to make multiple awards to the lowest and best bidder for each of the chemicals listed below. Once awarded, any Brevard County Public Entity Purchasing Cooperative member, or any other governmental entity, collectively referred to herein as BUYER, may purchase from this contract.

### 1.1 SUMMARY OF PROJECT

Furnish all materials, service, equipment, and labor required for one or more of the following water and wastewater treatments chemicals: Quicklime, Soda Ash, Anhydrous Ammonia, Hydrofluosilic Acid, Carbon Dioxide, Ferric Sulfate, Liquid Oxygen, Ammonium Sulfate, Wisprofloc-N Starch, Liquid Aluminim Sulfate

Detailed specifications and requirements for each chemical can be found in section five of this announcement. BCPEPC member delivery addresses are provided in the tables below for informational purposes only. Actual quantities will be determined by the member entity upon placing an order. Member participation may vary.

Prospective Bidders may bid on one or more items. If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

## 1.2 GENERAL DELIVERY REQUIREMENTS

1. Contractor(s) warrants that chemicals provided as a result of this RFP:
    a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
    b. Conform to the additional specific chemical specifications contained herein
    c. Are free from impurities of any kind
2. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the Buyer promptly replace with item that meets specifications.

3. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the MEMBER further referred to as BUYER, placing the order within three days **(72 hours)** of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

4. Delivery Locations as listed in the announcement or as agreed by Purchase Order.

## 1.3 DELIVERY INSTRUCTIONS:

1. The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

2. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

3. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the Buyer. Failure to deliver at the time specified, or as amended in writing by the Buyer or failure to make replacements of rejected chemicals shall constitute a breach of contract.

4. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
    - Contractor(s) Name
    - Purchase Order and Call Order Number (release number)
    - Date of Delivery and Date of Order
    - Materials Furnished
    - Quantity, unit price and extension of each item, and total in accordance with the contract
    - Name of authorized representative ordering supplies

5. A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the Buyer, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the Buyer which may include a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

6. The following MSDS related documentation must be furnished to the Buyer upon request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

7. Additional requirements may apply as defined in the material specification sheet.

## 1.4 SOLICITATION SCHEDULE

| Tentative Schedule (all Local Times) | |
|---|---|
| **Task** | **Date** |
| **ITB Released** | Friday, 08/02/2024 at 8:00am EST |
| **Mandatory Pre-Bid Conference** | N/A |
| **Deadline for Questions** | Monday, 08/12/2024 at 5:00pm EST |
| **Bid Due Date and Time** | Tuesday, 08/27/24 at 3:00pm EST |
| **Award** | September 2024 |

- Questions regarding this solicitation must be received in writing at the address above no later than August 12, 2024, at 5:00PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

- All responses must be received as described herein before **August 27, 2024,** by **3:00PM** local time in order to be considered.

- **All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

- The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the BUYER. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

- All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

- The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

- The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

## 1.5 TERM

The initial term shall be effective for one fiscal year beginning on October 1, 2024, ending on September 30, 2025. The agreement may then be renewed annually by written agreement for up to three (3) subsequent one-year terms with a final expiration date of September 30, 2028.

## 1.6 PRICING

The Initial contract price shall remain fixed for a period of no less than 12 months from date of contract effective date. Following the initial 12-month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

> Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12-month period will be without any upward price adjustment. The Buyer reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12-month period based on the downward movement of the appropriate index.

The awarded bidders' price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibited.

## 1.7 ORDER QUANTITIES

There is no guarantee or minimum purchase associated with this solicitation. The participating BCPECP members reserve the right to place orders, and to increase or decrease order quantities as needed.

## 1.8 KNOWN LOCATIONS

Locations of member facilities are listed below. Additional facility locations may be added or amended by the BUYER by the issuance of a purchase order.

| AGENCY NAME | DELIVERY ADDRESS |
|---|---|
| **CITY OF COCOA** | 28400 S.R. 520, Christmas, FL 32709<br>375 N. Cocoa Blvd, Cocoa, FL 32922 * |
| **BREVARD COUNTY** | 2262 High Drive, Mims, FL 32754<br>334 Egret Circle, Barefoot Bay, FL 32976<br>3205 Australian Way, Mims, FL32754 *<br>3710 Juanita Street, Cocoa, FL 32927 *<br>3630 N. Courtenay Pkwy, Merritt Island, FL 32953 *<br>10001 N. Wickham Road, Melbourne, FL 32940 *<br>2800 S. A1A Highway, Melbourne Beach, FL 32951 *<br>7773 Dottie Drive, Barefoot Bay, FL 32976 * |
| **CITY OF CAPE CANAVERAL** | 601 Thurm Blvd, Cape Canaveral, FL 32920 * |
| **CITY OF COCOA BEACH** | 1600 Minutemen Cswy, Cocoa Beach, FL 32931* |
| **CITY OF PALM BAY** | 1105 Troutman Blvd, Palm Bay, FL 32907 Bldgs. F,H and I<br>1080 Troutman Blvd, Palm Bay, FL 32907<br>645 Nash Street, Palm Bay, FL 32907<br>2200 Sandy Pines, Palm Bay, FL 32907<br>250 Osmosis Drive, Palm Bay, FL 32907 |
| **CITY OF TITUSVILLE** | 2836 Garden Street, Titusville, FL 32796<br>1105 Buffalo Road, Titusville, FL 32796 *<br>4800 Deep Marsh Road, Titusville, FL 32870 * |

# SECTION 2 INSTRUCTIONS TO BIDDERS

## 2.1 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833, Ext. 8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

## 2.2 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is

responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

## 2.3 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda result in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

## 2.4 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

## 2.5 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

## 2.6 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 2.7 MANDATORY PRE-BID MEETING

**There will be no Pre-Bid conference held for this project.**

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## 2.8 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

## 2.9 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications, or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833, Ext. 8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

## 2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to

the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

## 2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

## 2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

## 2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

## 2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## 2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

## 2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

## 2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

## 2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

## 2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## 2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

## 2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

## 2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

## 2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

## 2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

## 2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

# SECTION 3 SPECIAL CONDITIONS

## 3.1 BID SECURITY BOND – Not used

## 3.2 PERFORMANCE AND PAYMENT BONDS-Not Used

## 3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

# SECTION 4 GENERAL TERMS AND CONDITIONS

## 4.1 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

## 4.2 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

## 4.3 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) or Purchase Order and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the BUYER’s authorized representative and upon completion of the expressed and/or implied warranty periods.

## 4.4 SUPERVISION

The BUYER shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the BUYER, but solely to the Bidder, who, in turn, is responsible to the BUYER.

## 4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the BUYER or be responsible for reimbursement of the difference to the BUYER for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the BUYER's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the BUYER. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the BUYER for any damages caused by the Bidder's failure to perform as stated herein.

## 4.6 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

## 4.7 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard BUYER property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the BUYER. The BUYER may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

## 4.8 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the BUYER's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the BUYER shall have the right to rescind the purchase order and award the project to another Bidder.

## 4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

## 4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and

workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the BUYER. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the BUYER, immediately upon written notice from the BUYER's authorized representative.

## 4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the BUYER, unless loss or damage results from negligence by the BUYER or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the BUYER, the BUYER may refuse final acceptance of the goods/services.

## 4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the BUYER to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The BUYER specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the BUYER's best interest.

## 4.13 MATERIAL DEVIATIONS

The BUYER has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The BUYER may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to BUYER. Material deviations cannot be waived.

## 4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

## 4.15 PUBLIC RECORDS COMPLIANCE

The BUYER is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016, and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the BUYER to perform the services herein; and
2. Upon request from the BUYER's custodian of public records, provide the BUYER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the BUYER; and
4. Upon completion of the Agreement, transfer, at no cost, to the BUYER all public records in possession of the Contractor or keep and maintain public records required by the BUYER to perform the services herein. If the Contractor transfers all public records to the BUYER upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BUYER, upon request from the BUYER's custodian of public records, in a format compatible with the information technology systems of the BUYER.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the BUYER. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the BUYER. A Contractor who fails to provide the public records to the BUYER within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the BUYER, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.**

## 4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The BUYER abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the BUYER, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

## 4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

## 4.18 RESERVED

## 4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment will be indicated on the BUYER's Purchase Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the BUYER concerning payment of an invoice, the BUYER Department, Office or Division which has the dispute along with a representative of the BUYER's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the BUYER such material and information as the BUYER may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the BUYER. Any decision by the Procurement Administrator shall constitute the final decision of the BUYER regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

## 4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the BUYER.

## 4.21 MOST FAVORED CUSTOMER

The BUYER seeks and demands to be the most favored customer of each Bidder who does business with the BUYER. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the BUYER's under similar terms and conditions. The successful Bidder agrees to provide the BUYER discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

## 4.22 PRICE REDUCTION CLAUSE

The BUYER will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The BUYER shall request a price reduction from the date that the violation took place. The successful Bidder will owe the BUYER a discount proportionately equal to that given the most favored customer.

## 4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

## 4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The BUYER cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

## 4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the BUYER.

## 4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the BUYER shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any

emergency that threatens public health and safety as determined by the BUYER. The Bidder agrees to rent/sell/lease all goods and services to the BUYER or governmental entities on a "first priority" basis. The BUYER expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the BUYER with products and/or services not under the awarded Agreement, the BUYER expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

## 4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the BUYER and such determination shall be final and binding upon all bidders. The BUYER reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

## 4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the BUYER, shall be the responsibility of the Bidder. The BUYER will not entertain separate payment for these items.

## 4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

## 4.30 TAXES

The BUYER does not pay State of Florida Sales Tax. The BUYER's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the BUYER. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

## 4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the BUYER and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

## 4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

## 4.33 EQUAL OPPORTUNITY

The BUYER recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the BUYER's Equal Employment Opportunity policy is available upon request.

## 4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the BUYER in accordance with all Florida Statutes.

## 4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the BUYER's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the BUYER's potential liability under state or federal law. The BUYER shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the BUYER is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the BUYER arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

## 4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the BUYER may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the BUYER. As the best interests of the BUYER may require, the right is reserved

to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the BUYER has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the BUYER, and that the BUYER has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The BUYER also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The BUYER reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The BUYER also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

## 4.37 ADDITIONAL INFORMATION

The BUYER reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

## 4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the BUYER reserves the right to clarify and correct extended amount errors.

## 4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the BUYER using these standards.

## 4.40 UNBALANCED BIDDING PROHIBITED

The BUYER recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the BUYER such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the BUYER determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The BUYER reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

## 4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event BUYER determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The BUYER reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

## 4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

## 4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

## 4.44 SPLIT AWARD – NOT APPLICABLE

The BUYER reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the BUYER. The BUYER may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

## 4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

## 4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

## 4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

## 4.48 PRE-AWARD INSPECTION

Prior to the award, the BUYER reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the BUYER.

## 4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the BUYER upon request.

## 4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

## 4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

## 4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

## 4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

## 4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

## 4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

## 4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council

shall be final and conclusive.

## 4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

## 4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

## 4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the BUYER and shall name the BUYER of Cocoa as a Certificate Holder/Additional Insured.
**C.** All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

## 4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

## 4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the BUYER in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the BUYER or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

## 4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the BUYER, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the BUYER.

Bidders are advised that the BUYER will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The BUYER will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the BUYER.

## 4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers,

agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the BUYER and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

## 4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The BUYER reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the BUYER.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

## 4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the BUYER, or to sub-contract any of the work requirements to be performed, without prior written approval from the BUYER.

## 4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

## 4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

## 4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the BUYER as a result of work performed while under contract shall be considered the property of the BUYER and may be used in any fashion the BUYER deems appropriate. The BUYER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

## 4.69 ADMINISTRATIVE PROVISIONS

In the event the BUYER issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the BUYER's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

## 4.70 Tie Bids

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

# SECTION 5 CHEMICAL SPECIFICATIONS

## 5.1 QUICKLIME

1. GENERAL

    - Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein.
    - Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

2. TYPE

    - Quicklime shall be suitable for use in treating a potable water supply.
    - Quicklime shall be quick slaking, freshly burnt.
    - Quicklime shall be of domestic manufacture.

3. SIZE

    - 3/8" Pebble
        - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

    - Optional 3/4" Pebble
        - None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
    - 1/2" X 1/8” Rice
        - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

4. SLAKING RATE

    - Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

5. CALCIUM OXIDE CONTENT

    - Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

6. RESIDUE AFTER SLAKING

- Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:

- 100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

7. IMPURITIES

- Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

8. SHIPMENTS

- DESTINATION
  Locations listed in announcement or by purchase order.

- DELIVERY
  To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the BUYER. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

9. BASIS FOR ADJUSTMENT OR REJECTION

- The BUYER reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.

- If the material has been unloaded and placed in BUYER's storage bins prior to obtaining final test results, the supplier shall reimburse the BUYER at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

| | % Available Calcium Oxide | Deduct $ |
|---|---|---|
| ii. | 91.99% - 91.50% | $75.00 |
| iii. | 91.49% - 91.00% | $100.00 |
| iv. | 90.99% - 89.50% | $200.00 |

- Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-

days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the BUYER if the results pass specifications, or by the supplier if the test fails.

10. EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

- Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

11. ACCEPTANCE OF MATERIAL

- The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the BUYER and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the BUYER is found to be defective or does not conform to specifications, the BUYER reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

12. CERTIFICATION

i. The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

13. SAFETY AND TRAINING

The supplier shall provide a Safety Data Sheet (SDS) with initial delivery. The supplier shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean up, and safe handling of Quicklime.

## 5.2 SODA ASH

This Soda Ash (Grade26) for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.
Vendor is to supply and deliver bulk quantities to the BUYER, 260 Soda Ash that is NSF/ANSI 60 certified.

1. The Soda Ash supplied shall be a dry, white powder containing no large lumps or crystals. It shall be free-flowing and suitable for storage in closed, hoppered bins and for feeding with a standard dry feeder.
2. The material, as delivered, shall contain not less than 99 percent by weight, of sodium carbonate (Na2CO3), or a sodium oxide (Na2O) equivalent of not less than 57.9 preset.
3. The Soda Ash supplied in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with soda ash.
4. Product Certification: The material is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.
5. If the material delivered to the purchaser does not meet the chemical, physical, safety, or security requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the supplier within 10 days after receipt of the shipment at the point of destination. Material not complying with the requirements may be rejected. Replacement and retesting shall be accomplished in accordance with the purchasing documents.
6. Each shipment of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and brand name. All markings on bulk shipment shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA).
7. A continuous chain of custody shall be maintained between the manufacturer and the purchaser during storage and shipment if so, specified by the purchaser.
8. Supplier must make the delivery within 168 hours of soda ash order.

## 5.3 ANHYDROUS AMMONIA

1. TYPE
    - Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

2. DESTINATION
    - Locations listed in the announcement or by purchase order.

3. DELIVERIES
    - Delivery shall be made in bulk form by tank truck in shipments as ordered by the BUYER . The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia suppler to connect to the storage tanks to the existing supply lines.

4. EMERGENCY DELIVERIES
    - The supplier must be able to provide an emergency delivery of 1000 gallons within a 24-hour period, upon the request of the BUYER.

5. TANKS
    a. Storage tanks be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.

    b. The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.

    c. Each tank shall contain the following:
        i. One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
        ii. One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
        iii. One (1) vapor outlet valve shall be used to connect to the BUYER's piping.
        iv. One (1) shut off valve
        v. One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the
        vi. tank and used to ensure the tank are not filled above the 87% of volume as per CGA and
        vii. ASA Standards. The fixed level gauge shall be a dip tube that projects downward
        viii. inside the tank to the 87% level.
        ix. One (1) pressure gauge
        x. One (1) dual relief valve

xi. One (1) liquid level float gauge
xii. One (1) liquid outlet valve located on the bottom of the tank

d. The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.

e. The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

6. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the BUYER's location. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

7. TANK INSTALLATION

- During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the BUYER's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the BUYER.

## 5.4 HYDROFLUOSILICIC ACID

1. TYPE
    - Hydrofluosilicic Acid is intended for treatment of potable water.

2. DESTINATION
    - Locations listed in the announcement or by purchase order.

3. DELIVERIES
    - Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the BUYER's bulk storage tank. It will be responsibility of the supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off loading process.

4. PHYSICAL REQUIREMENTS
    - The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

5. PERCENT CONCENTRATION
    - The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the BUYER and any or all freight charges will be the supplier's responsibility.

6. IMPURITIES
    - The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

7. CERTIFICATION
    - The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

8. SAFETY AND TRAINING
    - The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

## 5.5 CARBON DIOXIDE

Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.

The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications.

Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation.

## 5.6 FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

   a. The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.

   b. The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification. The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

   c. The Liquid Ferric Sulfate shall have the following chemical properties;

      Ferrous Iron……..0.1% max
      Free Acid (as % H2SO4)…….0.25% max
      % Insoluble…….0.1% max

   d. The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

      Arsenic……1 mg/kg
      Cadmium……..0.5 mg/kg
      Chromium……10 mg/kg
      Lead……..1.0 mg/kg
      Mercury……0.2 mg/kg
      Selenium……2 mg/kg
      Silver……10 mg/kg
      Nitrites (as N)……..75 mg/kg
      Total Organic Carbon.20 mg/kg
      Nickel……..40 mg/kg
      Beryllium……1.0 mg/kg
      Thallium……10.0 mg/kg
      Total Nitrate and Nitrite (as N)……150 mg/kg
      Copper…….5 mg/kg
      Zinc…….15 mg/kg
      Manganese……..120 mg/kg
      Barium……. 10 mg/kg
      Chloride……..100 mg/kg
      Fluoride……60 mg/kg
      Titanium……...50 mg/kg
      Nitrates (as N)……..75 mg/kg
      Sodium…….1000 mg/kg
      Molybdenum……10 mg/kg
      Antimony……1.0 mg/kg
      Cyanide……...1.0 mg/kg

e. The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the BUYER, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the BUYER. The BUYER reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the BUYER.

f. The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**
   a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
   b. It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
   c. It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the BUYER'S destination. OBJ

6. **PURCHASE AND DELIVERY** –

   a. Delivery shall be prepaid, FOB to the BUYER'S destination.

   b. Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.

   c. The BUYER shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the BUYER'S storage tanks.

d. Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the BUYER. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the BUYER and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required three (3) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

8. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the BUYER to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the BUYER harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

9. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

10. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the BUYER. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the BUYER.

## 5.7 LIQUID OXYGEN

1. **GENERAL**

Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of liquid oxygen at the BUYER Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the BUYER inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the BUYER with written documentation of the inspection detailing any deficiencies found.

The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

2. **STANDARDS**

The Liquid Oxygen (LOX) delivered to the BUYER shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

a. **NSF/ANSI 60 & 61** - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
b. LOX shall comply with **ANSI/AWWA B304-8**, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.
c. LOX shall also conform to the following qualities.
    - Total Oxygen Concentration > 99.5% by weight
    - Dew point Temperature < -80F
    - Total Hydrocarbons < 25 PPM
    - Water < 1 PPM
    - Argon < 4000 PPM
    - Nitrogen < 500 PPM
    - Carbon Dioxide < 10 PPM
    - Carbon Monoxide < 0.5 PPM

*d. Notes:*
    - Definitions, interpretations, and analytical methods shall be stated in the current edition of "Commodity Specification for Oxygen", **CGA G-4.3**, **(or the most current edition).**
    - These specifications shall apply to each delivery or shipment of LOX to the BUYER under this contract.
    - These specifications are considered as the minimum acceptable for proper operation of the ozone generating equipment being installed and are primarily

defined by the manufacturer of the equipment. The Contractor is expected to deliver LOX suitable for this intended application, using his experience and prudent practice.

- For each load delivered, the Contractor shall supply a Certificate of Conformance documenting the purity of the lot of chemical being delivered. It shall also document that it is NSF 60 certified.

3. **DELIVERY DRIVER REQUIREMENTS**

a. Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.

b. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the ordering location twenty-four (24) hours prior to delivery.**

c. At each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.

d. The BUYER's security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any Facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to authorized security forces and or BUYER employees. Failure to do so will result in refusal of the shipment. The BUYER reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises.

e. Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility. The driver shall deliver a ticket or lading bill, to the plant operator, upon completion of the delivery.

f. A level II background check, as specified, shall be performed by the Contractor for all staff making deliveries to the BUYER prior to the first time they deliver chemical to the site. Background check results shall be provided to the designated BUYER supervisory employee for review and approval of Contractor personnel to access BUYER's property. All costs for background checks shall be the Contractor's responsibility

- LEVEL I (Past 5 years)
  1. Identification Verification
  2. Selective Service Status (registered/unregistered)
  3. FDLE Automated Criminal Record - Not performed when ordering a LEVEL II check
  4. Clerk of Courts by County of Residence
  5. Employment Verification

6. DMV by State of residence
7. Military Service Verification
8. Professional License & Certification Check

- LEVEL II (Past 10 years)
  1. All of those checks contained in a LEVEL I, except FDLE Automated Criminal Record,
  2. with the addition of the following:
  3. Fingerprint Check
  4. Credit/Fraud Check
  5. The Contractor shall provide access to their site for evaluation of their safety program
  6. before contract award, and at times deemed necessary at the discretion of the BUYER's
  7. representative.

4. **SERVICE AGREEMENT**

Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance.

The Contractor shall provide a service agreement that, at a minimum, includes the following:

5. **Equipment Inspection and Repair**

a. Liquid Oxygen Tank (1 each):
   - Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. eplace as necessary.
   - Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace s necessary.
   - Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
   - Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):
   - Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:
   - Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The Contractor shall make repairs including replacement of parts and components to the above listed equipment only after approval by the BUYER.

The Contractor shall warranty all repairs against defective materials and workmanship for a minimum of six months after completion of the work.

## 5.8 AMMONIUM SULFATE

1. Ammonium Sulfate 39-41%
2. Delivery time within 72HRS of order of placement.
3. The Liquid Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Ammonium Sulfate, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Ammonium Sulfate contract for breach.
4. Ammonium Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
5. Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard.
6. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.
7. Ammonium Sulfate shall contain greater than or equal to 39-41% by weight.
8. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
    A. Date of delivery,
    B. Bill of Lading/Weigh Slip Number
    C. Gross weight of delivery vehicle and Liquid Ammonium Sulfate in gallons,
    D. Tare weight of delivery vehicle in gallons.
    E. Net weight of Liquid Ammonium Sulfate in the delivery vehicle in gallons.
    F. Number of gallons
9. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
10. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

## 5.9 WISPROFLOC – N- STARCH

1. **GENERAL** – The material to be provided shall be Wisprofloc – N –(Starch) or equal, approved by BUYER, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. The bidder shall provide proof that the Wisprofloc –N provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.

2. **DESTINATION** – Listed in the announcement

3. **DELIVERY** – Delivery shall be prepaid FOB to the BUYER'S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. The BUYER shall have sole discretion as to when deliveries are to be received.

4. **QUANTITIES** – Approximately 40 tons (more or less) of Wisprofloc – N shall be provided under the bid. The quantity specified is to be used for cost estimating purposes only and the BUYER reserves the right to increase or decrease quantities shown without penalty.

5. **NOTE** – All shipments shall be received at the BUYER's facility within ten (10) working days after the order has been requested.

6. **OFF LOADING** – All shipments will be off-loaded by the BUYER with a forklift. Truck driver shall move pallets to the edge of the truck with pallet jack or some other device. The BUYER will only remove the pallets from the back of the truck. BUYER employees will not move pallets on or inside the truck.

7. **EMERGENCY DELIVERIES** – The bidder shall maintain in the stock and be able to deliver within 24 hours, upon request by the BUYER, an emergency delivery of Wisprofloc –N. Emergency deliveries will be 2000 pounds of Wisprofloc-N or the balance of a full order.

8. **BID PRICES** – The price quoted shall be firm for one year and based on a per ton Basis of Wisprofloc-N, delivered FOB to the BUYER'S destination.

## 5.10 LIQUID ALUMINUM SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Aluminum Sulfate, CAS 10043-01-3 48.5%, commercial grade.
2. **DESTINATION** – Listed in the announcement.
3. **DELIVERY** -
    a. Delivery shall be prepaid FOB to the BUYER'S destination.
    b. Length of hose required is approximately 20 feet from the truck to the fill port on the tank. The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
    c. Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays.
    d. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemicals in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.
4. **QUANTITIES** - Bulk deliveries will be approximately 1, 000 to 1,500 gallons to the Destination listed in the announcement. Minimum order/delivery will be 1,000 gallons.
5. **NOTE** –
    a. Alum tank has an overflow line at the 2,000 gallon level and cannot be filled beyond this level without overflowing into the retention basin.
    b. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.
    c. Each shipment shall carry with it some means of identification. The following shall be legibly marked on each package, drum, or container of bulk shipment:
        i. Contents: Aluminum Sulfate
        ii. Net weight
        iii. Name of manufacturer
        iv. Brand name, if any
6. **SPILLS** – The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
7. **MATERIAL SAFETY DATA SHEETS** – The successful bidder must provide Material Safety Data Sheets on the product.

# RESPONSE COVER PAGE

| | |
|---|---|
| **COMPANY NAME** | |
| **ADDRESS** | |
| **PRIMARY CONTACT** | |
| **TELEPHONE #** | |
| **EMAIL ADDRESS** | |

SUBMITTAL CHECKLIST

| [X] | SUBMITTAL REQUIREMENT / DOCUMENT |
|---|---|
| | 1-Submittal Acknowledgement |
| | 2-Addendum Acknowledgement |
| | 3-Bid Form |
| | 4-Exceptions/Deviations Form |
| | 5-References |
| | 6-Statement of Bidder's Qualifications |
| | 7-Insurance Requirements |
| | 8-Certificate of Non-Segregated Facilities |
| | 9-Drug-Free Workplace |
| | 10-Conflict of Interest and Non-Collusion |
| | 11-Organizational Info |
| | 12-Subcontractor Participation |
| | 13-Truth-in-Negotiations |
| | 14-Scrutinized Companies |
| | 15- E-Verify Affidavit (including screenshot from website showing active account) |
| | 16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees |
| | 17-Proof of Florida Registration (if required) |
| | 18-Professional License(s) (if required) |
| | 19-W9 |
| | 20-Proof of Insurance |
| | 21-Executed Service Agreement (Attachment 1) |
| | 22-Solicitation Label affixed to envelope |
| | 23-USB drive with electronic copy of submittal |
| | |

# 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

## 2 BID FORM

Proposal of _____
(Name)

_____
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8” | TON | $ | |
| | Quick Lime 3/4" | TON | | |
| | Quick Lime 1/2" x 1/8” Rice | TON | $ | |
| 5.02 | Soda Ash | TON | $ | |
| 5.03 | Anhydrous Ammonia | TON | $ | |
| 5.04 | Hydrofluosilicic Acid | TON | $ | |
| 5.05 | Carbon dioxide | TON | $ | |
| 5.06 | Ferric Sulfate | GAL | $ | |
| 5.07 | Liquid Oxygen | LB | $ | |
| 5.08 | Ammonium Sulfate | GAL | $ | |
| 5.09 | Wisprofloc – N Starch | TON | $ | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

**2.** FAMILIARITY WITH THE WORK:
The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

**4.** The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

**5.** Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

**6.** Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

# 4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

| | |
|---|---|
| **Business Name** | |
| **Address** | |
| **Telephone Number** | |
| **Contact Person** | |

| | |
|---|---|
| **Business Name** | |
| **Address** | |
| **Telephone Number** | |
| **Contact Person** | |

| | |
|---|---|
| **Business Name** | |
| **Address** | |
| **Telephone Number** | |
| **Contact Person** | |

## 5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder:_____

B. Permanent main office address:_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporate (State): _____

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

| Contract Name | Amount of Contract | Anticipated Completion Dates |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

G. General character of work performed by your company._____
_____
_____
_____
_____
_____

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____
_____
_____
_____

I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

_____
_____
_____
_____

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

| Project Name | Approximate Cost | Month Completed | Year Completed |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

K. List your major equipment: _____
_____
_____
_____
_____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 6 INSURANCE REQUIREMENTS

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

| | |
|---|---|
| Automobile combined single limit or | $1,000,000.00 |
| a) Automobile Bodily Injury and | $ 500,000.00 |
| b) Automobile Property Damage | $ 500,000.00 |
| Umbrella / Excess Liability | |
| a) Liability each occurrence | $1,000,000.00 |
| b) Aggregate combined limit (policy year) | $2,000,000.00 |
| Commercial General Liability | |
| a) Each Occurrence | $1,000,000.00 |
| b) Medical Expense (Any one Person) | $ 5,000.00 |
| c) Personal & Adv. Injury | $1,000,000.00 |
| d) General Aggregate | $2,000,000.00 |
| e) Products – Comp/OP AGG | $2,000,000.00 |
| Worker's Compensation | $1,000,000.00 |

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
   1. The name of the insured Contractor,
   2. The specified job by name and job number,
   3. The name of the insurer,
   4. The number of the policy,

5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

***The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.***

## 7 Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 8 Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 9 Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

## 10 Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| **TYPE OF ORGANIZATION** | | | | | |
|---|---|---|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | | | | |
| | Corporation | | Partnership | | Non-Profit |
| | Joint Venture | | Sole Proprietorship | | Other (Please specify) |
| | | | | | |
| State of Incorporation | | | | | |
| Principal Place of Business (Enter Address) | | | | | |
| | | | | | |
| Federal I.D Number | | | | | |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 11 Proposed Schedule of Subcontractor Participation

| ☐ **No Subcontracting (of any kind) will be utilized on this project.** | | **Total Project Amount: $** | |
|---|---|---|---|
| Subcontractor Minority Code (if applicable) | Company Name Address Phone, Fax, Email | Trade, Services or Materials portion to be subcontracted | Percent (%) of Scope/Contract |
| Federal ID | | | Dollar Value |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION** | | | |
| **PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION** | | | |

| Minority Code | Code Description | Minority Code | Code Description |
|---|---|---|---|
| AA | African American | NA | Native American |
| A | Asian/Pacific Islander | W | Woman |
| H | Hispanic | SDVBE | Service Disabled Veteran |

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 12 Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

## 13 Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

## 14 E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

## 15 FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

**1.** ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant 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.

The applicant 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.

The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. *Compliance with the Davis-Bacon Act***

The contractors are 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 are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

**3. *Compliance with the Copeland "Anti-Kickback" Act***

a. 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.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

**4. Compliance with the Contract Work Hours and Safety Standards Act**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

**~~5.~~ ~~Rights to Inventions Made Under a Contract or Agreement~~ Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

**6. Clean Air Act**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**7. Federal Water Pollution Control Act**

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**8. Suspension and Debarment**

*a.* 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).

*b.* 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.

*c.* This certification is a material representation of fact relied upon by the City. 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 State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

*d.* 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.

**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

**10. PROCUREMENT OF RECOVERED MATERIALS**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13.** Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**14.** *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**15.** *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16.** *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**17.** *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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 undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of 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 subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**18.** *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**19.** ~~*Copyright and Data Rights* -~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

**Company Name:** _____

**Address:** _____

**Telephone:** _____ **Email:** _____

_____ _____

**Authorized Signature** **Date**

_____ _____

**Name** **Title**

## 16 Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE**.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-25-01-BCPEPC**

TITLE: **WATER AND WASTEWATER TREATMENT CHEMICALS**

SOLICITATION DUE DATE: 08/27/2024 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

# ATTACHMENT 1
## SERVICE AGREEMENT

August 27, 2024

Brevard County Public Entity Purchasing Cooperative

# Bid Tabulation
## B-25-01- BCPEPC
## Water and Wastwater Treatment Chemicals

| | Spec | 5-1a | 5-1b | 5-1c | 5-2 | 5-3 | 5-4 | 5-5 | 5-6 | 5-7 | 5-8 | 5-9 | 5-10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Desc. | Quick Lime 3/8" Pebble | Quick Lime 3/4" Pebble | Quick Lime 1/2" X 1/8" Rice | Soda Ash | Anhydrous Ammonia | Hydro-fluosilicic Acid | Carbon Dioxide | Ferric Sulfate | Liquid Oxygen | Ammonium Sulfate | Wisrofloc Starch | Liquid Aluminum Sulfate |
| Bidder | Unit | TON | TON | TON | TON | TON | TON | TON | GAL | LB | GAL | TON | GAL |
| Brenntag mid-South<br>250 Central Florida Parkway<br>Orlando, FL 32824 | Bid Price | | | | 526.30 | | | | | | | | |
| | Min. Order | | | | 44,000 lbs. | | | | | | | | |
| Univar Solutions USA, LLC<br>8201 S. 212th<br>Kent, WA 98032-1994 | Bid Price | | | 58.0.00 | 1,269.62 | | 570.322<br>2.90(ea) | | | | 2.499 | | 1.98 |
| | Min. Order | | | No minimum | No minimum | | No minimum | | | | No minimum | | No minimum |
| Lhoist North America<br>3616 Harden Blvd # 386<br>Lakeland, FL 33803-5938 | Bid Price | 679.85 | 679.85 | 679.85 | | | | | | | | | |
| | Min. Order | 25 ton min. Qty | 25 ton min Qty | 25 ton min Qty | | | | | | | | | |
| Thatcher Chemical of Florida, Inc.<br>Po Box 27407<br>Salt Lake City, UT 84127-0407 | Bid Price | | | | 510.00 | | | | 1.67 | | 2.54 | | 2.16 |
| | Min. Order | | | | 23 tons min order | | | | 3400 gallons min. | | 300 gallons min. | | 1,000 gallons min. |
| Tanner Industries, Inc.<br>735 Davisville Road<br>Southampton, PA 18966 | Bid Price | | | | | 2,660.00 | | | | | | | |
| | Min. Order | | | | | 2,000 lbs. | | | | | | | |
| Carmeuse Lime + Stone<br>Inside sales<br>11 Stanwix St., 21st Floor<br>Pittsburgh, PA 15222 | Bid Price | 518.40 | 518.40 | 518.40 | | | | | | | | | |
| | Min. Order | 20 ton min | 20 ton min | 20 Ton min | | | | | | | | | |
| Hawkins Inc DBA Hawkins Water Treatment Group, Inc.<br>2381 Rosegate<br>Roseville, MN 55113 | Bid Price | | | | | | 887.00 | | | | 3.85 | | 2.69 |
| | Min. Order | | | | | | No min. order | | | | No min. order | | No min order |
| Matheson Tri-Gas, Inc.<br>909 Lake Carolyn Pkwy, STE 1300<br>Irving, TX 75039 | Bid Price | | | | | | | 425.00 | | | | | |
| | Min. Order | | | | | | | | | | | | |

| | Spec | 5-1a | 5-1b | 5-1c | 5-2 | 5-3 | 5-4 | 5-5 | 5-6 | 5-7 | 5-8 | 5-9 | 5-10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Desc. | Quick Lime 3/8" Pebble | Quick Lime 3/4" Pebble | Quick Lime 1/2" X 1/8" Rice | Soda Ash | Anhydrous Ammonia | Hydro-fluosilicic Acid | Carbon Dioxide | Ferric Sulfate | Liquid Oxygen | Ammonium Sulfate | Wisrofloc Starch | Liquid Aluminum Sulfate |
| Bidder | Unit | TON | TON | TON | TON | TON | TON | TON | GAL | LB | GAL | TON | GAL |
| CtS Chemicals<br>936 Holcomb Bridge Rd<br>Roswell, GA 30076 | Bid Price | | | | | | | | | | | | 2.25 |
| | Min. Order | | | | | | | | | | | | 1,000 gal min. |
| Kemira Water Solutions<br>4321 W. 6th St.<br>Lawrence, KS 66049 | Bid Price | | | | | | | | 1.88 \| 99110<br>279.50<br>per Wet Ton | | | | |
| | Min. Order | | | | | | | | Full Truck load<br>48,000 - 50,000 lbs. | | | | |
| Genesis Alkali, LLC<br>1735 Market St<br>Philadelphia, PA 19103 | Bid Price | | | | 480.00 | | | | | | | | |
| | Min. Order | | | | 40,000 lbs min order. | | | | | | | | |
| Linde Inc.<br>7000 High Grove Blvd.<br>Burr Ridge, IL 60524 | Bid Price | | | | | | | | | $0.0721 | | | |
| | Min. Order | | | | | | | | | no minimum order | | | |
| | Bid Price | | | | | | | | | | | | |
| | Min. Order | | | | | | | | | | | | |
| | Bid Price | | | | | | | | | | | | |
| | Min. Order | | | | | | | | | | | | |
| | Bid Price | | | | | | | | | | | | |
| | Min. Order | | | | | | | | | | | | |
| | Bid Price | | | | | | | | | | | | |
| | Min. Order | | | | | | | | | | | | |
| | Bid Price | | | | | | | | | | | | |
| | Min. Order | | | | | | | | | | | | |

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: 8/13/24

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** CARMEUSE LIME & STONE, INC.

**Address:** INSIDE SALES - 11 STANWIX ST., 21ST FLOOR, PITTSBURGH, PA 15222

**Telephone:** 866-780-0974 **Email:** SALESINQUIRIES@CARMEUSE.COM

**Authorized Signature** — 8/22/24 **Date**

JOSE VOISIN **Name** — GROUP CIO **Title**

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was executed before me this 22ND day of AUGUST, 2024, by JOSE VOISIN as GROUP CIO of CARMEUSE LIME & STONE, INC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

DANA BROOKS
NOTARY PUBLIC, State of PENNSYLVANIA

Commonwealth of Pennsylvania - Notary Seal
Dana Brooks, Notary Public
Allegheny County
My commission expires December 31, 2025
Commission number 1281017
Member, Pennsylvania Association of Notaries

## 2 BID FORM

Proposal of CARMEUSE LIME & STONE, INC.
(Name)
INSIDE SALES - 11 STANWIX ST., 21ST FLOOR, PITTSBURGH, PA 15222
(Address)
to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $518.40 | 20 TONS |
| | Quick Lime 3/4" | TON | $518.40 | 20 TONS |
| | Quick Lime 1/2" x 1/8" Rice | TON | $518.40 | 20 TONS |
| 5.02 | Soda Ash | TON | $ | |
| 5.03 | Anhydrous Ammonia | TON | $ | |
| 5.04 | Hydrofluosilicic Acid | TON | $ | |
| 5.05 | Carbon dioxide | TON | $ | |
| 5.06 | Ferric Sulfate | GAL | $ | |
| 5.07 | Liquid Oxygen | LB | $ | |
| 5.08 | Ammonium Sulfate | GAL | $ | |
| 5.09 | Wisprofloc – N Starch | TON | $ | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

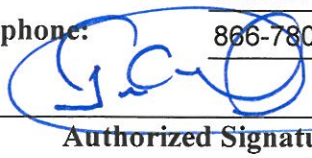
5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

| | |
|---|---|
| **Company Name:** | CARMEUSE LIME & STONE, INC. |
| **Address:** | INSIDE SALES - 11 STANWIX ST., 21ST FLOOR, PITTSBURGH, PA 15222 |
| **Telephone:** | 866-780-0974 **Email:** SALESINQUIRIES@CARMEUSE.COM |



**Authorized Signature**

8/22/24

**Date**

JOSE VOISIN

**Name**

GROUP CIO

**Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

N/A

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 ITB B-23-25-BCPEPC Dated: August 13, 2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Genesis Alkali, LLC

**Address:** 1735 Market Street, Philadelphia, PA 19103

**Telephone:** 215-845-4541 **Email:** jonathan.kuhn@genp.com

**Authorized Signature** — **Date:** 8-22-24

**Name:** Jonathan Kuhn — **Title:** Director Specialty Sodium Products

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was executed before me this 22nd day of August, 2024 by Jonathan Kuhn as Director Specialty Sodium of Products Genesis Alkali LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced NA as identification.

Commonwealth of Pennsylvania - Notary Seal
KATHERINE SHERMAN - Notary Public
Philadelphia County
My Commission Expires November 13, 2024
Commission Number 1375392

Katherine Sherman
NOTARY PUBLIC, State of Pennsylvania

## 2 BID FORM

Proposal of Genesis Alkali, LLC
(Name)
1735 Market St, Philadelphia, PA 19103
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $ N/B | |
| | Quick Lime 3/4" | TON | N/B | |
| | Quick Lime 1/2" x 1/8" Rice | TON | $ N/B | |
| 5.02 | Soda Ash | TON | $ 480.00 | 40,000 lb |
| 5.03 | Anhydrous Ammonia | TON | $ N/B | |
| 5.04 | Hydrofluosilicic Acid | TON | $ N/B | |
| 5.05 | Carbon dioxide | TON | $ N/B | |
| 5.06 | Ferric Sulfate | GAL | $ N/B | |
| 5.07 | Liquid Oxygen | LB | $ N/B | |
| 5.08 | Ammonium Sulfate | GAL | $ N/B | |
| 5.09 | Wisprofloc – N Starch | TON | $ N/B | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ N/B | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   a. The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   b. The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   c. Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   d. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

| | | | |
|---|---|---|---|
| **Company Name:** | Genesis Alkali, LLC | | |
| **Address:** | 1735 Market St. Philadelphia PA 19103 | | |
| **Telephone:** | 215-845-4541 | **Email:** | jonathan.kuhn@genlp.com |
| | | | 8-22-24 |
| **Authorized Signature** | | | **Date** |
| Jonathan Kuhn | | Director of Specialty Sodium Products | |
| **Name** | | **Title** | |

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

No Exceptions
Bidder's Grade 260 Soda Ash Specification Attached.

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: 8/13/24

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Tanner Industries, Inc.

**Address:** 735 Davisville Rd, Southampton, PA 18966

**Telephone:** (215) 322-1238 **Email:** sales@tannerind.com

_____ 8/21/24

**Authorized Signature** **Date**

Matt Tanner Sales Administrator

**Name** **Title**

STATE OF PENNSYLVANIA
COUNTY OF Bucks

The foregoing instrument was executed before me this 21st day of August, 2024 by Matt Tanner as Sales Administrator of Tanner Industries, INC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

Commonwealth of Pennsylvania - Notary Seal
Samantha Tanner, Notary Public
Bucks County
My commission expires July 19, 2027
Commission number 1349030
Member, Pennsylvania Association of Notaries

Samantha Tanner
NOTARY PUBLIC, State of PENNSYLVANIA

## 2 BID FORM

Proposal of Tanner Industries, Inc.
(Name)
735 Daisville Rd, Southampton, PA 18966
(Address)
to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $ No Bid | |
| | Quick Lime 3/4" | TON | No Bid | |
| | Quick Lime 1/2" x 1/8" Rice | TON | $ No Bid | |
| 5.02 | Soda Ash | TON | $ No Bid | |
| 5.03 | Anhydrous Ammonia | TON | $ 2,660.00 | 2,000 pounds minimum |
| 5.04 | Hydrofluosilicic Acid | TON | $ No Bid | |
| 5.05 | Carbon dioxide | TON | $ No Bid | |
| 5.06 | Ferric Sulfate | GAL | $ No Bid | |
| 5.07 | Liquid Oxygen | LB | $ No Bid | |
| 5.08 | Ammonium Sulfate | GAL | $ No Bid | |
| 5.09 | Wisprofloc – N Starch | TON | $ No Bid | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ No Bid | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

**Company Name:** Tanner Industries, Inc.

**Address:** 735 Davisville Rd, Southampton, PA 18966

**Telephone:** (215) 322-1238 **Email:** sales@tannerind.com

| | |
|---|---|
| | 8/14/24 |
| **Authorized Signature** | **Date** |
| Matt Tanner | Sales Administrator |
| **Name** | **Title** |

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

Please see attached

# Exceptions to B-25-01-BCPEPC

**4.10 WARRANTY**

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than ~~one~~ thirty (~~1~~30) ~~year~~ days after the date of final acceptance of the Work by the BUYER. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the BUYER, immediately upon written notice from the BUYER's authorized representative.

**4.21 MOST FAVORED CUSTOMER**

~~The BUYER seeks and demands to be the most favored customer of each Bidder who does business with the BUYER. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the BUYER's under similar terms and conditions. The successful Bidder agrees to provide the BUYER discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.~~

**4.22 PRICE REDUCTION CLAUSE**

~~The BUYER will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The BUYER shall request a price reduction from the date that the violation took place. The successful Bidder will owe the BUYER a discount proportionately equal to that given the most favored customer.~~

**4.63 INDEMNIFICATION**

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs ~~which may arise~~ to the extent arising because of the negligence (whether active or passive), misconduct, or other fault, ~~in whole or in part (whether joint, concurrent, or contributing),~~ of the successful Bidder, its officers, agents or employees or subcontractors in performance ~~or non-performance~~ of its obligations under the awarded Agreement. The successful Bidder recognizes the ~~broad~~ nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

# ATTACHMENT 1

# SERVICE AGREEMENT

## SECTION SEVEN

## INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all reasonable attorney's fees and court costs through all appeals, for which BUYER, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of BUYER, or its agents, elected or appointed officials, employees, or representatives.

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: 08/13/2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Univar Solutions USA, LLC

**Address:** 8201 S. 212t, Kent, WA 98032-1994

**Telephone:** (602) 469-4351 **Email:** muniteam-west@univarsolutions.com

Raven Claudio — **Authorized Signature**

08/18/2024 — **Date**

Raven Claudio — **Name**

Municipal Specialist — **Title**

STATE OF Washington
COUNTY OF King

The foregoing instrument was executed before me this 18 day of August, 2024 by Raven Claudio as Municipal Specialist of Univar Solutions USA LLC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Known as identification.

NOTARY PUBLIC, State of Washington

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

## 2 BID FORM

Proposal of Univar Solutions USA, LLC
(Name)
8201 S. 212t, Kent, WA 98032-1994
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $ No Bid | |
| | Quick Lime 3/4" | TON | No Bid | |
| | Quick Lime 1/2" x 1/8" Rice | TON | $ 580.00 | |
| 5.02 | Soda Ash | TON | $ 1,269.62 | |
| 5.03 | Anhydrous Ammonia | TON | $ No Bid | |
| 5.04 | Hydrofluosilicic Acid | TON | $ 570.322/ton or 2.90/gal | |
| 5.05 | Carbon dioxide | TON | $ No Bid | |
| 5.06 | Ferric Sulfate | GAL | $ No Bid | |
| 5.07 | Liquid Oxygen | LB | $ No Bid | |
| 5.08 | Ammonium Sulfate | GAL | $ 2.499 | |
| 5.09 | Wisprofloc – N Starch | TON | $ No Bid | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ 1.98 | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

**Company Name:** Univar Solutions USA, LLC

**Address:** 8201 S. 212t, Kent, WA 98032-1994

**Telephone:** (602) 469-4351 **Email:** muniteam-west@univarsolutions.com

Raven Claudio — 08/18/2024

**Authorized Signature** **Date**

Raven Claudio — Municipal Specialist

**Name** **Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

N/A

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: August 13, 2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Matheson Tri-Gas, Inc.

**Address:** 909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039

**Telephone:** 972.560.5700 **Email:** jowen@mathesongas.com

_____ 8/20/24

**Authorized Signature** **Date**

Mike Skrjanc — **Name**

Vice President - Product Management — **Title**

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was executed before me this 20th day of August, 2024 by Michael Skrjanc as VP-Product Management of Matheson Tri-Gas, Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

_____
NOTARY PUBLIC, State of Texas

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2027

## 2 BID FORM

Proposal of Matheson Tri-Gas, Inc.
(Name)
909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $ | |
| | Quick Lime 3/4" | TON | | |
| | Quick Lime 1/2" x 1/8" Rice | TON | $ | |
| 5.02 | Soda Ash | TON | $ | |
| 5.03 | Anhydrous Ammonia | TON | $ | |
| 5.04 | Hydrofluosilicic Acid | TON | $ | |
| 5.05 | Carbon dioxide | TON | $ 425.00 | TWO (2) Days |
| 5.06 | Ferric Sulfate | GAL | $ | |
| 5.07 | Liquid Oxygen | LB | $ | |
| 5.08 | Ammonium Sulfate | GAL | $ | |
| 5.09 | Wisprofloc – N Starch | TON | $ | |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ | |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
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**Company Name:** Matheson Tri-Gas, Inc.

**Address:** 909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039

**Telephone:** 972.560.5700 **Email:** jowen@mathesongas.com

[signature] 8/20/24

**Authorized Signature** **Date**

Mike Skrjanc Vice President - Product Management

**Name** **Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: Aug. 13, 2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Thatcher Chemical of Florida, Inc.

**Address:** P. O. Box 27407, Salt Lake City, UT 84127-0407

**Telephone:** (386) 490-1638 **Email:** mike.jackson@tchem.com; wendy.richmond@tchem.com

_____ August 21, 2024

**Authorized Signature** **Date**

Michael T. Mitchell President

**Name** **Title**

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 21st day of August, 2024, by Michael T. Mitchell as President of Thatcher Chemical of Florida, Inc. ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

WENDY G. RICHMOND
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 728247
COMM. EXP. 01-11-2027

Wendy G. Richmond
NOTARY PUBLIC, State of Utah
Wendy G. Richmond

## 2 BID FORM

Proposal of Thatcher Chemical of Florida, Inc.
(Name)
P. O. Box 27407, Salt Lake City, UT 84127-0407
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | Quick Lime 3/8" | TON | $ N/B | N/A |
| | Quick Lime 3/4" | TON | N/B | N/A |
| | Quick Lime 1/2" x 1/8" Rice | TON | $ N/B | N/A |
| 5.02 | Soda Ash | TON | $ 510.00 | 23 tons |
| 5.03 | Anhydrous Ammonia | TON | $ N/B | N/A |
| 5.04 | Hydrofluosilicic Acid | TON | $ N/B | N/A |
| 5.05 | Carbon dioxide | TON | $ N/B | N/A |
| 5.06 | Ferric Sulfate | GAL | $ 1.67 | 3,400 gallons<br>Manufacturer: Thatcher Chemical of Florida, Inc. |
| 5.07 | Liquid Oxygen | LB | $ N/B | N/A |
| 5.08 | Ammonium Sulfate | GAL | $ 2.54 | 300 gallons |
| 5.09 | Wisprofloc – N Starch | TON | $ N/B | N/A |
| 5.10 | Liquid Aluminum Sulfate | GAL | $ 2.16 | 1,000 gallons |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

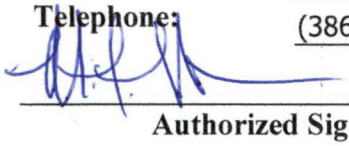
7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

**Company Name:** Thatcher Chemical of Florida, Inc.

**Address:** P. O. Box 27407, Salt Lake City, UT 84127-0407

**Telephone:** (386) 490-1638 **Email:** mike.jackson@tchem.com; wendy.richmond@tchem.com



**Authorized Signature**

August 21, 2024

**Date**

Michael T. Mitchell

**Name**

President

**Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

Appendices A and B form part of our proposal.

## 1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: 8/13/2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

**Company Name:** Linde Inc.

**Address:** 7000 High Grove Blvd., Burr Ridge, IL 60527

**Telephone:** (630) 320-4231 **Email:** municipalbids@linde.com

*

| | |
|---|---|
| **Authorized Signature** | August 23, 2024<br>**Date** |
| Holly O'Donnell<br>**Name** | Director - Government & Aerospace Programs<br>**Title** |

STATE OF Illinois
COUNTY OF DuPage

The foregoing instrument was executed before me this 23rd day of August, 2024, by Holly O'Donnell as Director - Government & Aerospace Programs of Linde Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of Illinois

## 2 BID FORM

Proposal of Linde Inc.
(Name)
7000 High Grove Blvd., Burr Ridge, IL 60527
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

| Specification Section | Description | Unit | Unit Cost | Minimum Order Quantity for Delivery |
|---|---|---|---|---|
| 5.01 | **Quick Lime 3/8”** | **TON** | $ No Bid | No Bid |
| | **Quick Lime 3/4"** | **TON** | No Bid | No Bid |
| | **Quick Lime 1/2" x 1/8” Rice** | **TON** | $ No Bid | No Bid |
| 5.02 | **Soda Ash** | **TON** | $ No Bid | No Bid |
| 5.03 | **Anhydrous Ammonia** | **TON** | $ No Bid | No Bid |
| 5.04 | **Hydrofluosilicic Acid** | **TON** | $ No Bid | No Bid |
| 5.05 | **Carbon dioxide** | **TON** | $ No Bid | No Bid |
| 5.06 | **Ferric Sulfate** | **GAL** | $ No Bid | No Bid |
| 5.07 | **Liquid Oxygen** | **LB** | $ 0.0721/lb | N/A |
| 5.08 | **Ammonium Sulfate** | **GAL** | $ No Bid | No Bid |
| 5.09 | **Wisprofloc – N Starch** | **TON** | $ No Bid | No Bid |
| 5.10 | **Liquid Aluminum Sulfate** | **GAL** | $ No Bid | No Bid |

## THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
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   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

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3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

**4.** The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

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**6.** Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

**7.** The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

**Company Name:** Linde Inc.

**Address:** 7000 High Grove Blvd., Burr Ridge, IL 60524

**Telephone:** (630) 320-4231 **Email:** municipalbids@linde.com

* Holly O'Donnell — August 23, 2024

**Authorized Signature** | **Date**

Holly O'Donnell — Director - Government & Aerospace Programs

**Name** | **Title**

## 3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

Linde asks that the T&Cs that govern the current contract be extended to cover the new supply period.

Type text here

**Purchasing**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

# NOTICE OF AWARD

ITB B-25-01-BCPEPC
Water Treatment Chemicals

The City of Cocoa as lead agency on behalf of the Brevard County Public Entity Purchasing Cooperative published Invitation to Bid B-25-01-BCPEPC on August 2, 2024 for the supply and delivery of water treatment chemicals for use by all members of the cooperative.

The solicitation was advertised in the Florida Today newspaper and published on the City's bidding platform VendorLink on August 2, 2024 with a bid due date of August 27, 2024. Notifications went out to 496 registered vendors. The City received 12 responses. The City's Purchasing division tabulated responses, and recommended awarding multiple agreements based on the lowest responsive and responsible bids in accordance with the terms of the solicitation.

The following awards have been authorized by Cocoa City Council on September 10, 2024 under agenda item 24-513.

| Vendor | Contract | Chemical | Price |
|---|---|---|---|
| Carmeuse Lime and Stone<br>11 Stanwix Street<br>Pittsburgh, PA 15222 | B-25-01-BCPEPC-A | Quick Lime<br>(3/8" & 3/4" Pebble,1/2"x1/8" Rice)<br>[Spec. 5-1a:c] | $518.40 / ton |
| Genesis Alkali, LLC<br>1735 Market Street<br>Philadelphia, PA 19103 | B-25-01-BCPEPC-B | Soda Ash<br>[Spec. 5-2] | $480.00 / ton |
| Tanner Industries, Inc.<br>735 Davisville Road<br>Southhampton, PA 18966 | B-25-01-BCPEPC-C | Anhydrous Ammonia<br>[Spec. 5-3] | $2,660.00 / ton |
| Univar Solutions USA, Inc<br>8201 S. 212th<br>Kent, WA 98032-1994 | B-25-01-BCPEPC-D | Hydro-fluosilicic Acid<br>[Spec. 5-4] | $570.322 / ton<br>or<br>$2.90 / gal |
| | | Ammonium Suflate<br>[Spec. 5-8] | $2.499 / gal |
| | | Liquid Aluminum Sulfate<br>[Spec. 5-10] | $1.98 / gal |
| Matheson Tri-Gas, Inc.<br>909 Lake Carolyn Pkwy, STE 1300<br>Irving, TX 75039 | B-25-01-BCPEPC-E | Carbon Dioxide<br>[Spec. 5-5] | $425.00 / Ton |

| Vendor | Contract | Chemical | Price |
|---|---|---|---|
| Thatcher Chemical of Florida, Inc.<br>PO Box 27407<br>Salt Lake City, UT 84127-0407 | B-25-01-BCPEPC-F | Ferric Sulfate<br>[Spec. 5-6] | $1.67 / gal |
| Linde, Inc.<br>7000 High Grove Blvd.<br>Burr Ridge, IL 60524 | | Liquid Oxygen<br>[Spec. 5-7] | $0.0721 / lb |

These awards are made for the period from October 1, 2024 through September 30, 2025 with the option to renew for one year terms through September 30, 2028. The City may opt to agree to longer than one year terms should it be in its best interest.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Purchasing Division
City of Cocoa

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-519 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Agenda Ready |
| **File created:** | 9/5/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 2024-08-30 - Cocoa - WC Renewal Evaluation.pdf<br>City of Cocoa FL Program Commitment executed 2023.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2024
Agenda Date: September 10, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget.

## BACKGROUND:

The City has been insured for our excess Workers' Compensation coverage with Safety National Casualty Corporation since October 1, 2011. The current policy expires September 30, 2024. Excess coverage is designed to protect our City from "unexpected" high-cost Workers' Compensation claims. The current policy includes "statutory" limits (unlimited), specific retention of $600,000, and a rate of $0.8175 per $100 of payroll. The City is self-insured up to the specific retention amount on all claims. Once a claim reaches this threshold, the claim is paid by the excess carrier.

Last year the City entered into an agreement with Gehring Group to provide safety and risk broker services on the City's property and risk insurance policies. Prior to this, the excess policy was brokered by Re-Ex Insurance Brokers and their commission was built into the renewal. Last year's renewal included a two-year rate guarantee, so there is no increase in rate this year. However, due to our broker agreement change the City will see a savings of $28,386 due to the commission of Re-Ex being removed from the policy.

This is requesting approval of the policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget.

This is an estimate of premium based on payroll estimates. An audit is done at the end of the fiscal year once payroll numbers are final and then the premium is trued up.

## STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| Amount Requested | $202,401 |
| Account Number | 520-1801-513.31-00 |
| Account Name | Professional Services |

Additional premium will be due for FY2024 WC Excess policy once payroll audit is completed.

Pending approval of the FY2025 budget.

## PREVIOUS ACTION:

The City Council, at its August 8, 2023 meeting, approved a revised policy renewal with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024.

## RECOMMENDED MOTION:

Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of $202,401, pending approval of the FY2025 budget.



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# City of Cocoa

## Excess Workers' Compensation Insurance

## 2024-2025 Renewal Evaluation

| | CURRENT | | | RENEWAL | | |
|---|---|---|---|---|---|---|
| | 2023-2024 | | | 2024-2025 | | |
| **Coverage Type** | **SIR** | **Coverage Limits** | **Premium** | **SIR** | **Coverage Limits** | **Premium** |
| **Excess Workers' Compensation** | $600,000 | Statutory | **$ 230,787** | $600,000 | Statutory | **$ 202,401** |
| Estimated Payroll | | **$28,230,864** | | | **$30,947,209** | |
| Experience Modification Factor | | **1.00** | | | **1.00** | |
| **Total Annual Premium** | | | **$ 230,787** | | | **$ 202,401** |
| **$ Increase or Decrease** | | | **N/A** | | | **-$ 28,386** |
| **% Increase or Decrease** | | | **N/A** | | | **-12.3%** |

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# PROGRAM COMMITMENT AGREEMENT

**SAFETY NATIONAL CASUALTY CORPORATION**
**&**
**CITY OF COCOA, FL**

This Agreement is effective as of **October 1, 2023,** between **SAFETY NATIONAL CASUALTY CORPORATION** (hereafter "Safety National") and **CITY OF COCOA, FL** (hereafter "Employer").

WHEREAS, upon acceptance of terms by the Employer, Safety National has agreed to issue the following to the Employer (hereafter "Excess Policy(ies)"):

**Excess Workers' Compensation and Employers' Liability Policy No. SP 4067240,**

WHEREAS, in consideration of the payment of premium, Safety National is willing to provide a limited commitment to the Employer relative to the above referenced Excess Policy(ies), subject to certain conditions,

NOW THEREFORE, in consideration of these promises, it is hereby understood and agreed as follows:

## I. REFERENCES

1) **"Current Period"** refers to the current Liability Period of: **10/1/2023 – 10/1/2024**

2) **"Renewal Period"** refers to the renewal Liability Period of: **10/1/2024 – 10/1/2025**

3) **"Exposure Basis"** refers to the basis upon which the policy is rated and may include, but is not limited to, payroll or man-hours.

4) Where referenced herein, a change in an aircraft does not constitute, and shall not be considered, a "significant change".

## II. PROGRAM COMMITMENT

If the conditions set forth in Section III of this Agreement are all met, Safety National agrees to the following percentage increase in the excess premium rate per applicable **Exposure Basis** for the **Renewal Period** over the rates that had been applied to the **Current Period** in conjunction with the applicable bound SIR for the **Current Period:** 0%

The parties understand and agree that, if any one or more of the below stated conditions are **not** met, the **Renewal Period** shall **not** be subject to any limitation nor guarantee with respect to the rate per applicable **Exposure Basis**, retention, coverage, limits or endorsements.

This Program Commitment applies only to premium rates and shall not be construed to provide any obligation on the part of Safety National as to any other policy terms or conditions including but not limited to coverages or endorsements.

## III. CONDITIONS

1) This Agreement is signed by the Employer and returned to Safety National within 60 days following the effective date of the **Current Period.**

2) No certified "act of terrorism", as defined under the Terrorism Risk Insurance Act of 2002 or any subsequent acts, amendments, or reauthorizations thereto ("TRIA"), occurs during the **Current Period.**

3) No "pandemic" first originates and/or is first declared during the **Current Period** with "pandemic" defined as a disease prevalent throughout an entire state, country, continent or world that meets either of the following criteria:
   (a) Such disease is declared a pandemic by the World Health Organization; or
   (b) Any branch or agency of the United States Federal Government, or any state covered by the Excess Policy(ies), declares the spread of such disease to be a public health emergency.

4) No significant change in allocation of **Exposure Basis** among states for the **Renewal Period** from that in place for the **Current Period** with "significant" being understood to mean a ±5% change in **Exposure Basis** of any

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state that represents more than **25%** of the total policy **Exposure Basis** written in each preceding Liability Period or a **±50%** change in **Exposure Basis** in any state that represents less than **25%** of the total **Exposure Basis** for such preceding Liability Period.

5) No significant change in core business underwriting exposure, with "significant" being understood to mean a **±15%** change in exposure for the **Renewal Period** over that in place for the **Current Period**.

6) No significant change in underwriting exposure through development of, or acquisition of, non-core business, with "significant" being understood to be a change in exposure that is in excess of **5%** for the **Renewal Period** over that for the **Current Period.**

7) No new, individual incurred loss during the **Current Period** to exceed **50%** of that Excess Policy's applicable SIR/Retention amount with such losses to be valued as of 7/1/2024.

8) No development of existing claims having a date of loss prior to the effective date of the **Current Period,** to exceed **75%** of the Excess Policy's applicable SIR/Retention amount with such losses to be valued as of 7/1/2024. The foregoing claim shall not apply 3/17/2016 with a total incurred of $461,673

## IV. DEFINITIONS

All terms that are not specifically defined in this Agreement retain the definitions from the underlying Excess Policy(ies).

## V. ENFORCEABILITY

The invalidity or unenforceability of any particular term or condition of this Agreement will not affect the other terms and provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable term or provision has been omitted.

## VI. WAIVER

The waiver by either party of any breach of any term, covenant or conditions of this Agreement will not be deemed a waiver of any other term, covenant or condition of this Agreement or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

## VII. AGREEMENT BINDING

This Agreement shall be binding upon, and shall inure to the benefit of, Safety National and the Employer and their respective heirs, legal representatives, successors and assigns, including, but not limited to, any receiver, trustee or other fiduciary appointed in any federal or state insolvency proceeding or federal bankruptcy case.

## VIII. COMMISSION

Any applicable commission shall be earned by the broker of record on only an annual basis as of the effective date of Excess Policy(ies).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above by their duly authorized representatives.

**SAFETY NATIONAL CASUALTY CORPORATION**

By: DocuSigned by: Don Bedford
E610950DD0624B...
(Signature of Officer or Authorized Representative)

Don Bedford
(Name of Officer or Authorized Representative)

VP Excess Standalone Workers Compensation UW
(Title of Officer or Authorized Representative)

Date Signed: 8/9/2023

**CITY OF COCOA, FL**

By: Tammy B. Gemmati
(Signature of Officer or Authorized Representative)

Tammy B. Gemmati
(Name of Officer or Authorized Representative)

Admin. Svcs. Director
(Title of Officer or Authorized Representative)

Date Signed: 7/27/2023

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-473 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 8/14/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district. (City Planner) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance 12-2024 - Modifying Setbacks in RU-1-7 for Diamond Square<br>Diamond Square CRA with RU-1-7 Zoning.pdf<br>10523198.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2024
Agenda Date: August 27, 2024
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten - City Manager
Requested Action:
Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district..

## BACKGROUND:

On August 19, 1997, the Brevard County Board of County Commissioners passed Resolution No. 97-161, granting the City Council of Cocoa the authority to create and manage the Census Tract 626 Community Redevelopment Agency. Census Tract 626 was known for having high levels of poverty, unemployment, crime, and low income, making it one of the most disadvantaged areas in Florida.

Following this decision, the Cocoa City Council adopted Resolution No. 98-19 on March 24, 1998. This resolution identified Census Tract 626 as a troubled area in need of redevelopment, aligning with Florida's Community Redevelopment Act of 1969. It emphasized that revitalizing the area was crucial for the well-being of Cocoa's residents. To address this, the City Council established the Diamond Square Community Redevelopment Agency and formalized its structure, powers, and operations through Ordinance 13-98. This ordinance was reviewed and approved by the City's Local Planning Agency as consistent with Cocoa's Comprehensive Plan.

The Diamond Square area is characterized by a mix of residential homes, commercial businesses, and light industrial uses. Recognizing the Diamond Square CRA's limited resources, the City of Cocoa has invested millions to enhance streets and drainage, purchase land for affordable housing, and build a new community center.

To further support development, the City has proposed to relax yard requirements for single-family homes within the Diamond Square CRA. The proposed ordinance addresses the issues faced by nonconforming lots that have difficulty meeting the setback requirements of the RU-1-7 Zoning District. These properties often face challenges due to their irregular shapes and substandard sizes, making compliance difficult. By creating new, less restrictive setback requirements for this specific area, the new ordinance aims to facilitate development and improve land use efficiency within the redevelopment area. Appendix A, Article X, Section 3 provides, in pertinent part, as follows regarding development on nonconforming lots of record:

> In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this ordinance, a single-family dwelling and customary accessory buildings may be erected on any single lot which is of record at the effective date of adoption or amendment of this ordinance. *This provision shall apply only where yard dimensions* and requirements other than area, width, and/or depth *conform in all other respects with the land development regulations for the applicable zoning district*. Such lot shall be in separate ownership and not of continuous frontage with other lots in the same ownership.

Thus, although nonconforming lots of record may be developed with a single-family home, the setbacks must still be observed. The proposed new, relaxed yard requirements for the Diamond Square area are outlined as follows:

> Front setback - Reduced from Twenty-Five (25) to Twenty (20) feet.
>
> Side interior lot setback - Reduced Eight (8) from to Five (5) feet.
>
> Side corner lot setback - Reduced Fifteen 15 from to Ten (10) feet.
>
> Rear setback- Reduced from Fifteen (15) to Ten (10) feet.

Staff finds these changes are in the best public interest, encouraging appropriate development in a historically challenged area like the Diamond Square CRA.

## I. **Staff Analysis**

*Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:*

*a. The need and justification for the change.*

*b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive*

*plan.*

Many existing subdivisions in the Diamond Square CRA, including College Park, Virginia Park, and sections of Pine Grove Park, often do not meet standard lot width dimensions, making compliance with RU-1-7 setbacks difficult. This can slow development and building renovation efforts for property owners within the CRA.

According to "Goal 2: Increase Partnerships with Housing Developers" in the City of Cocoa Diamond Square Redevelopment Plan, fostering stronger collaborations with housing developers is crucial for revitalizing the area. The proposed ordinance supports this goal by relaxing existing zoning regulations, making the area more attractive to developers, and facilitating the growth of new housing projects, enhancing overall partnership opportunities in the Diamond Square Redevelopment Area.

The proposed zoning text amendment is anticipated to assist in attaining the following cited goals and objectives and appears to be consistent with the following cited policies of the Comprehensive Plan.

**GOAL 1.1:** Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

**Future Land Use Element, Policy 1.1.2.3: Low Density Residential (LDR).** Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. . .**Objective 1.1.4: Redevelopment**. 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 1.1.4.1:** The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.
>
> **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.

**Objective 1.1.10: Plan Implementation.** The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

**Housing Element, Objective 3.7.5: Community Revitalization.** 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.

> **Policy 3.7.5.2**: The City shall encourage new construction of single-family homes for moderate- and upper-income households.



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> **Policy 3.7.5.3**: The City shall encourage neighborhood revitalization, affordable housing, and homeownership in these areas by implementing programs and regulations that promote a wide variety of housing types, sizes, and prices.

The proposed changes will not negatively impact existing neighborhoods and will help development community for further single-family housing development and construction, there will be no negative impacts on the City's level of service standards regarding these changes.

Staff concluded that the standards for RU 1-7 Single-Family Residential in Diamond Square need to be revised to better position the City and the Development Community for future single-family housing developments. If approved, the proposed amendment creates a more appropriate and logical land use pattern. Additionally, it is expected to enhance property values, increase potential tax revenue, and provide other benefits to the local economy.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

City Council approved on September 12, 2023 Ordinance 07-2023 amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category

The Planning and Zoning Board recommended approval of Ordinance 12-2024 to the City Council at the August 7, 2024 Planning and zoning Board meeting.

The City Council approved 1st reading of Ordinance 12-2024 at the August 13, 2024 City Council Meeting.

## RECOMMENDED MOTION:

Approve Ordinance 12-2024 on Second Reading, a zoning text amendment to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district.

**ORDINANCE NO. 12-2024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 3, OF THE CODE OF THE CITY OF COCOA TO CREATE NEW MINIMUM YARD REQUIREMENTS APPLICABLE TO PROPERTIES LOCATED IN BOTH THE RU-1-7 ZONING DISTRICT AND THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, The City of Cocoa Code of Ordinances Appendix A, *Zoning*, Article XI, *Schedule of District Regulations*, Section 3, *District and Intent – RU-1-7, Single Family Residential District*, sets forth standards applicable to properties located within the area of the City designated for single family residential development; and

**WHEREAS**, Section 3(F) sets forth the minimum yard requirements, also known as setbacks, in the RU-1-7 District; and

**WHEREAS**, except where a variance or waiver has been approved by the City, most structures located on property in the RU-1-7 District are required to comply with the lot setback or minimum yard requirements set forth in Section 3(F), including lots which are nonconforming or substandard; and

**WHEREAS**, Chapter 8, *Community Development*, Article III, *Diamond Square Community Redevelopment Agency*, creates the Diamond Square Community Redevelopment Agency, and Section 8-54 sets forth the jurisdictional boundaries of the Diamond Square Community Redevelopment Agency; and

**WHEREAS**, many properties located within the boundaries of the Diamond Square Community Redevelopment Agency are zoned RU-1-7 and are nonconforming, substandard lots either because they do not conform to the minimum lot width of 75 feet, the minimum lot depth of 100 feet or the minimum lot area of 7,500 square feet; and

**WHEREAS**, due to the nonconforming, substandard, shape and size of many properties located in the Diamond Square Community Redevelopment Agency, it can be difficult for property owners of such lots to abide by the setback requirements of the RU-1-7 zoning district; and

**WHEREAS**, in order to facilitate development of nonconforming, substandard lots within the Diamond Square Community Redevelopment Agency, the City Council desires to create new,

less restrictive, setback requirements for those properties which are both zoned for the RU-1-7 District and located within the jurisdictional boundaries of the Diamond Square Community Redevelopment Agency; 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 the City 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 this reference as legislative findings of the City Council of the City of Cocoa.

**Section 2.** **Text Amendment.** The City of Cocoa Code of Ordinances, Appendix A, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A. It is intended that the text in Appendix A denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

**APPENDIX A – ZONING**

* * *

**ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS**

* * *

**Sec. 3. – District and intent – RU-1-7, Single-Family Residential District.**

* * *

(F) MINIMUM YARD REQUIREMENTS.

(1) The following minimum yard requirements shall be applicable to properties located in the RU-1-7 use district, except those properties located within the jurisdictional boundaries of the Diamond Square Community Redevelopment Agency.

Front setback – Twenty-five (25) feet.

Side interior lot setback – Eight (8) feet.

Side corner lot setback – Fifteen (15) feet.

Rear setback – Fifteen (15) feet.

(2) The following minimum yard requirements shall be applicable to properties located in the RU-1-7 use district which are also located within the jurisdictional boundaries of the Diamond Square Community Redevelopment Agency.

Front setback – Twenty (20) feet.

Side interior lot setback – Five (5) feet.

Side corner lot setback – Ten (10) feet.

Rear setback – Ten (10) feet.

* * *

**Section 3.** **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

**Section 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.** **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

*[Signature page to follow]*

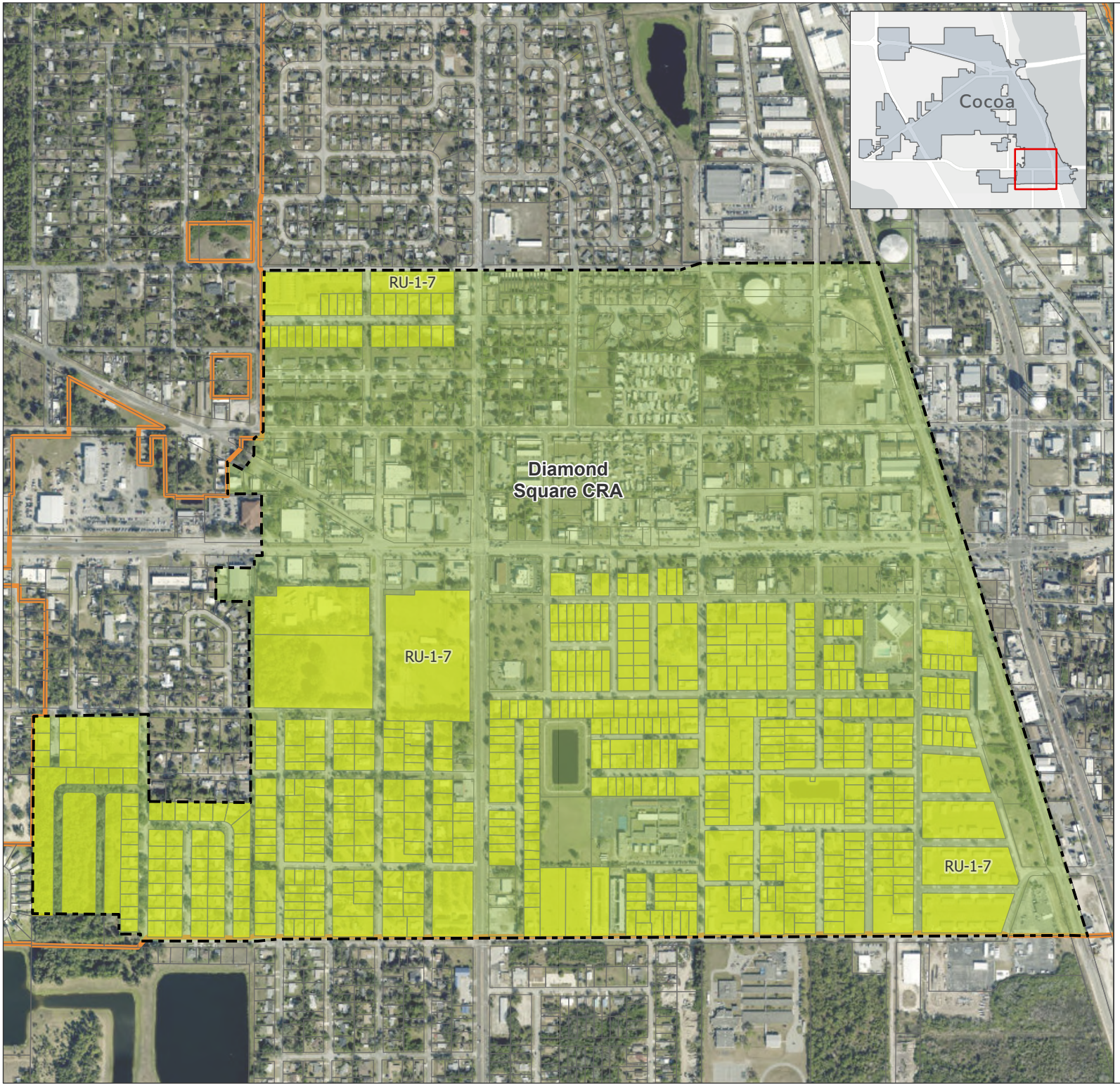
**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2024.

_____
**MICHAEL C. BLAKE,**
**Mayor**

**ATTEST:**

_____
**MONICA ARSENAULT, CMC**
**City Clerk**

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____




COCOA
FLORIDA

N

# Diamond Square Community Redevelopment Area RU-1-7 Zoning

July 30, 2024

- Diamond Square CRA
- RU-1-7 - Single-Family Residential
- Parcels
- Cocoa City Boundary




0 500 1,000 Feet

P20240729-132001.0.1

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Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

# AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/30/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/30/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown

8.25.26
My commission expires

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
The Cocoa City Council
PROPOSE TO CONSIDER
THE FOLLOWING:

ORDINANCE NO. 12-2024 – Zoning Text Amendment 2nd Reading (RU-1-7 Diamond Square)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; Amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in both the RU-1-7 zoning district and the Diamond Square Community Redevelopment Area; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON:
September 10, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-525 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | Planning and Zoning / Local Planning Agency |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Consideration of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.” (City Planner) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance 08-2024 _ FLU Amendment Cocoa Place.pdf<br>Exhibit A-Comp Amendment Location.pdf<br>Exhibit B- Comp Amendment.pdf<br>Legal Ad PZ Cocoa Place_Sept 4_affadavit.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Jennifer Webster - Planner, City of Cocoa
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.””

## BACKGROUND:

The Subject Parcels for this FLUM amendment are comprised of a grouping of (20) contiguous parcels totaling approximately 3.36 acres. The parcels are located along Cocoa Place, west of the intersection of Cocoa Place and North Cocoa Boulevard. A map depicting the location of the Subject Parcels is attached as Exhibit “A”, also described as:

106 - 139 Cocoa Place, 863 N Cocoa Blvd and 865 N Cocoa Blvd.

Staff determined that the current Zoning and current Future Land Use of the Subject Parcels are inconsistent. All of the parcels currently have the Future Land Use designation of **Commercial,** as shown in Exhibit “B”. However, the current zoning district of (18) of these parcels is RU-1-7 (Single-

Family Residential), and R-P (Residential Professional) for (2) parcels. Neither RU-1-7 nor R-P are allowable zoning districts within the Commercial future land use designation. This incompatibility between the FLU and current zoning designations prevents the property owners from any expansion of current use or redevelopment should it be necessary due to loss of property or voluntarily.
This FLUM request is in combination with the request to rezone (18) of the parcels to the C-N (Neighborhood Commercial) zoning district (See Ord. 09-2024). The two R-P parcels at the intersection of Cocoa Place and N Cocoa Blvd will remain zoned R-P, as both R-P and C-N are applicable zoning districts under the Neighborhood Commercial FLU category.
The request for re-assignment of a Future Land Use designation to Neighborhood Commercial must be consistent with the City's Comprehensive Plan. Policy 1.1.2.8 states that these areas "are intended to be low-impact in nature and serve the needs of the immediate residential area." The Subject Parcels area less than 500' from other "Neighborhood Commercial" designated uses, and it is less than 1500' from a variety of residential areas. Eighteen (18) of the parcels are currently residential. This Future Land Use supports commercial uses, but is transitional as it allows for small scale commercial, multi-family, and single-family uses. Most importantly, the Neighborhood Commercial future land use designation is the only FLU designation in which R-P is an allowable zoning district, with the exception of Mixed-Use which is generally currently located only in the Cocoa Village, north of Cocoa Village, and the south side of SR 520.
Therefore, staff feels that the most practical solution to ensure consistency of the Future Land Use with the Zoning of these parcels is to recategorize them as Neighborhood Commercial, while rezoning eighteen of the parcels to the compatible category of C-N (Neighborhood Commercial) under associated Ord 09-2024.

**Future Land Use Designation:** Current: Commercial

Proposed: Neighborhood Commercial (Ord. 08-2024)

**Zoning District:** Current: (18) Parcels RU-1-7 (Single-Family Residential)

(2) Parcels R-P (Residential Professional)

Proposed (Under Ord. 09-2024):

(18) Parcels to C-N (Neighborhood Commercial)

(2) Parcels to remain R-P (Residential Professional)

**Existing Land Use:** (18) Single-Family Residential and

(2) Medical Office, Professional Office

**Council District:** District 2 - Councilmember Lavander Hearn

**Overview of Surrounding Area:**

| | Future Land Use Designations | Zoning Districts | Land Uses |
|---|---|---|---|
| **North** | Commercial | General Commercial (C-G) | Used Auto Sales |
| **South** | Commercial | Wholesale Commercial (C-W) | Mixed Use Commercial |

| | | | |
|---|---|---|---|
| **East** | Neighborhood Commercial | RU-2-25, C-N, and RU-2-15 | Stormwater Pond, Medical Office, Residential |
| **West** | N/A | N/A | FEC Railroad |

(Immediately west of the FEC Right of Way has an Industrial FLU designation)

## I. COMPREHENSIVE PLAN AMENDMENT ANALYSIS

**Consistency with Code of the City of Cocoa**

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

**Staff Finding** The proposed amendment solves Zoning inconsistencies with the Future Land Use (FLU), establishing a more appropriate and logical land use pattern in this area of the City of Cocoa. The ability to redevelop and/or improve these parcels will increase property value, the potential for additional tax revenue, and other benefits to the local economy.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

**Staff Finding:** The Subject Parcels are an existing, established neighborhood. There is no anticipated increase in density or intensity. Therefore, the proposed amendment will not negatively impact or diminish the service level of public facilities, as described below.

Potable Water: The City of Cocoa Utilities Department provides water service to these (18) single-family and (2) small office parcels. Given the maximum achievable units on the property, there is no anticipated impact on potable water level of service.

Sanitary Sewer: The Subject Parcels area served by the City of Cocoa Utilities Department for sewer service to these (18) single-family and (2) small office parcels. Given the maximum achievable units on the property, there is no anticipated impact on sanitary sewer service.

Solid Waste: The solid waste service to the Subject Parcels is provided through the City's Solid Waste agreement, and shall continue to be served as such, in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: It is not anticipated that the FLUM amendment will impact the

stormwater management, as future development will be the same or similar to the existing density and intensity. Site plans for new developments will be required to adhere to the City's stormwater level of service standards.

Transportation: If a property is modified from its current use, a traffic impact analysis or Trip memorandum will be required to determine potential traffic impacts.

Parks: The Subject Parcels are an existing, established neighborhood. The quantity of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. There is no anticipated increase in density or intensity that will impact the requirements of the Parks and Recreation element of the Comprehensive Plan.

Schools: As mentioned above, this is an existing, established neighborhood. There is no anticipated increase in density or intensity that will impact the requirements of the Public School Facilities Element of the Comprehensive Plan.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

**Staff Finding:** The text amendment will not impact any natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

**Staff Finding:** The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner".

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

**Staff Finding:** The proposed text amendment would not alter the City's ability to provide service capacity to lands under the Neighborhood Commercial FLU designation.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

**Staff Finding:** As mentioned above, the Subject Parcels are currently designated as Commercial FLU, with which the Neighborhood Commercial FLU category is compatible as it still supports commercial uses, but is transitional as it allows for small scale commercial, multi-family, and single-family uses.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

**Staff Finding:** The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Land Use Element

***GOAL 1.1:*** *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*

***Policy 1.1.1.1:*** *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

***Policy 1.1.2.8 Neighborhood Commercial (NCOMM).*** *Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.*

*A. Neighborhood commercial areas may be allowed closer to the residential neighborhoods.*

*B. The City anticipates that the average overall mix of uses in the Neighborhood Commercial Land Use category throughout the City will be a minimum of 85% commercial/office, public/institutional and recreational and a maximum of 15% residential.*

*C. Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.*

*D. The following factors shall be considered when designating new Neighborhood Commercial areas or expanding existing Neighborhood Commercial areas:*

*1. A land use compatibility study shall be conducted by the applicant to analyze the potential impact of a proposed new Neighborhood Commercial area or Neighborhood Commercial area expansion on the character of the surrounding uses, neighborhoods and natural environment.*

*2. A multimodal transportation study shall be conducted by the applicant demonstrating that the transportation systems including roads, pedestrian walkways, bike ways,*



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*transit facilities affected by the proposed Neighborhood Commercial areas have sufficient current and projected capacity to the handle the travel demand generated by the increased intensity. Additionally, multimodal transportation study shall address the requirements and level of service standards of the Transportation Element.*

*3. The applicant shall prepare and submit a market study to demonstrate market demand and economic potential for a proposed Neighborhood Commercial area. The market study should include data and analysis concerning the existing, planned and approved supply of commercial property within the market area, occupancy patterns and trends, the demand for commercial uses allowed under the Neighborhood Commercial designation and the demand for the commercial uses specifically proposed.*

*4. The City may consider the following qualitative factors when reviewing proposed Neighborhood Commercial areas:*

*(a) Whether existing vacant Neighborhood Commercial land in the market area can accommodate the size, shape, location, visibility, and access requirements of the proposed uses.*

*(b) Whether opportunities are available to redevelop existing Neighborhood Commercial land within the market area.*

*(c) Whether the proposed designation will encourage reinvestment in deteriorating or underutilized area, protect property values, discourage the proliferation of low intensity strip commercial uses and promote infill development.*

*E. At the discretion of the Planning and Zoning Administrator applicant submitted transportation or market studies may be waived for small scale future land use map amendments.*

*F. Annexed lands at the time of the initial City land use designation shall be exempt from the above study requirements provided the lands proposed for Neighborhood Commercial designation maintained a Brevard County Neighborhood Commercial future land use designation and no net increase in density or intensity will occur as a result of the City future land use designation. Notwithstanding the exemption from the above requirement any future land use map amendment is still subject to the requirements of Chapter 163 Part II Florida Statutes (F.S.).*

*G. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 85% non-residential and 15% residential land area split shall be utilized.*

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

**Staff Finding:** The proposed FLUM amendment is designed to allow the single-family use to continue without being in conflict with the FLU, and the property uses are anticipated to remain single-family residential. Therefore, the amendment will not adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

**Staff Finding:** The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts to public health, safety, and welfare.

**STRATEGIC PLAN CONNECTION:**
N/A

**BUDGETARY IMPACT:**

N/A

**PREVIOUS ACTION:**

The Planning and Zoning Board voted Unanimously to recommend that City Council approve Ordinance 08-2024 on September 4, 2024.

**RECOMMENDED MOTION:**
Staff recommends City Council **APPROVE** Ordinance 08-2024, a City-initiated request of a Future Land Use Map Amendment consistent with Florida Statute Chapter 163 to change the Future Land Use Map designation of (20) parcels of real property totaling approximately 3.36 acres from “Commercial” to “Neighborhood Commercial”.

**ORDINANCE NO. 08-2024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**

**WHEREAS,** The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the future land use map amendment embodied by this Ordinance is a small-scale amendment to the City of Cocoa Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

**WHEREAS,** the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on July 11, 2024, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

**WHEREAS**, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of Staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

**WHEREAS**, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBY ORDAINS, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

**Section 2.** **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161, et. seq., Florida Statutes.

**Section 3.** **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

**Section 4.** **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from "Commercial" to "Neighborhood Commercial." **Exhibit "A"** is attached hereto and fully incorporated herein by this reference.

**Section 5.** **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 6.** **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7.** **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**Section 8.** **Effective Date and Legal Status of the Plan Amendment.** The effective date of this Ordinance shall take effect thirty-one (31) days after adoption, in accordance with Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development order, development permits, or land use dependent on this Amendment may be issued or commenced before it has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

**MONICA ARSENAULT, City Clerk**

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

**EXHIBIT A**

Description of Real Property

Tax Parcel ID 24-36-28-01-*-2, 106 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-3, 110 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-4, 114 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-5, 118 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-6, 122 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-7, 126 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-8, 130 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-9, 134 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-10, 138 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-21, 139 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-20, 135 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-19, 131 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-18, 127 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-17, 123 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-16, 119 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-15, 115 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*14, 111 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*13, 107 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-1, 865 N Cocoa Blvd, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-12, 863 N Cocoa Blvd, Cocoa, Florida 32922

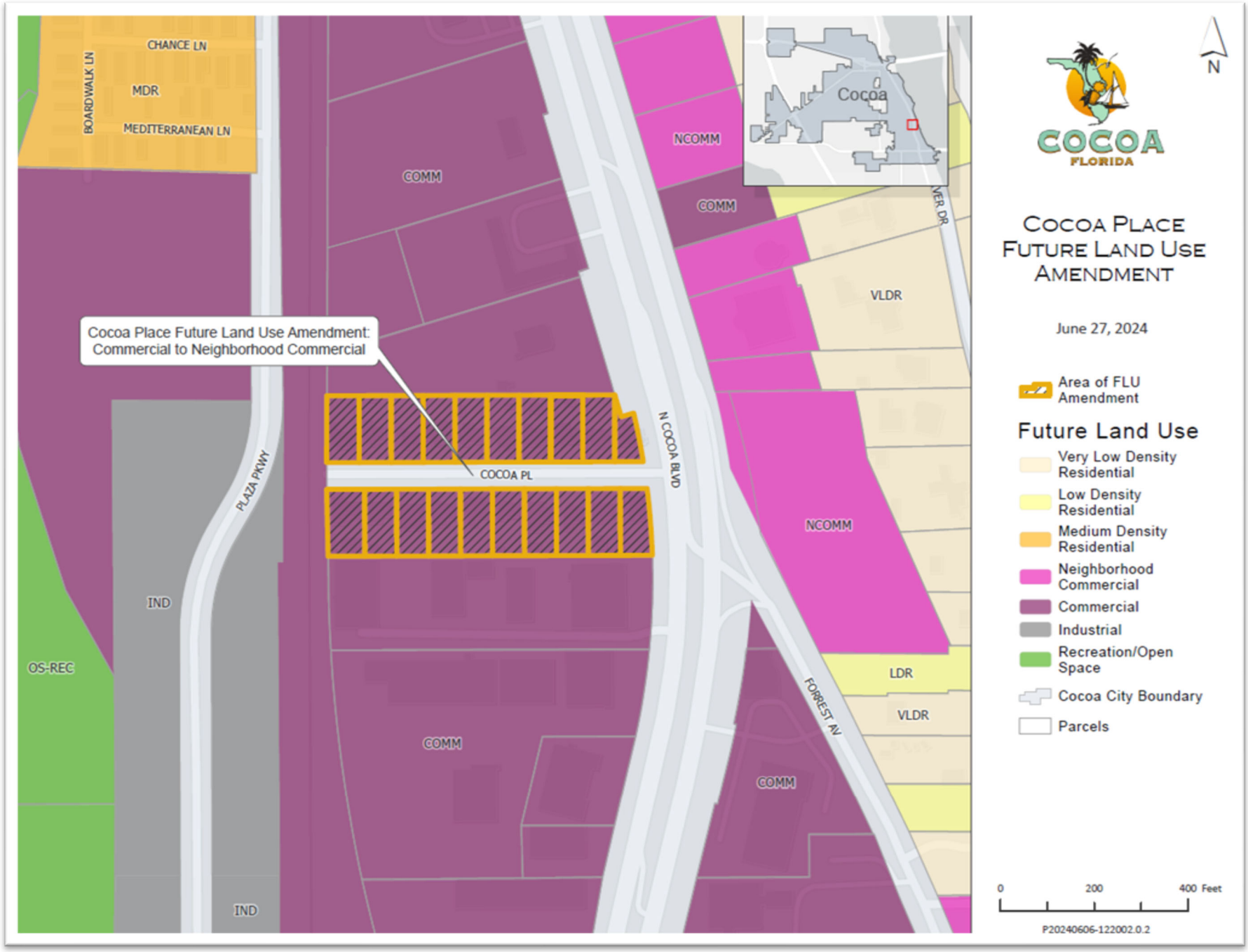
The Above Parcels are Depicted as Follows:



# EXHIBIT “A”


CHANCE LN
BOARDWALK LN
MEDITERRANEAN LN
Cocoa Place Future Land Use Amendment:
Commercial to Neighborhood Commercial
COCOA PL
PLAZA PKWY
N COCOA BLVD
FORREST AV
Cocoa
N
COCOA
FLORIDA
Cocoa Place Future
Land Use
Amendment
Location
June 27, 2024
Area of FLU Amendment
Parcels
0
200
400 Feet
P20240606-122002.0.1

# EXHIBIT "B"


CHANCE LN
BOARDWALK LN
MDR
MEDITERRANEAN LN
COMM
NCOMM
COMM
VLDR
Cocoa Place Future Land Use Amendment:
Commercial to Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
NCOMM
IND
OS-REC
LDR
VLDR
COMM
COMM
IND
FORREST AV
Cocoa
N
COCOA
FLORIDA
COCOA PLACE
FUTURE LAND USE
AMENDMENT
June 27, 2024
Area of FLU Amendment
Future Land Use
Very Low Density Residential
Low Density Residential
Medium Density Residential
Neighborhood Commercial
Commercial
Industrial
Recreation/Open Space
Cocoa City Boundary
Parcels
0
200
400 Feet
P20240606-122002.0.2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

1-2-25

My commission expires

| | | |
|---|---|---|
| Publication Cost: | $583.67 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $583.67 | |
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| PO #: | | |

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#10484870; 8/20/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING ORDINANCES:

**PZ 24-00500001 COMPREHENSIVE PLAN AMENDMENT| ORD 08-2024**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. TAX PARCEL ID NUMBERS:

TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-6, 122 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*-21, 139 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-20, 135 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-1, 865 N COCOA BLVD, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-12, 863 N COCOA BLVD, COCOA, FLORIDA 32922

- AND -

**PZ 24-02100005 COCOA PLACE ZONING MAP AMENDMENT | ORD 09-2024**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. TAX PARCEL ID NUMBERS:

TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
Sept 4, 2024
CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
Sept 10, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-526 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | Planning and Zoning / Local Planning Agency |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Consideration of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial.” (City Planner) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Ordinance 09-2024 _ Rezoning Cocoa Place.pdf<br>Exhibit A- Re-Zoning Location.pdf<br>Exhibit B- Re-Zoning.pdf<br>Legal Ad PZ Cocoa Place_Sept 4_affadavit.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Jennifer Webster - Planner, City of Cocoa
Through: Stockton Whitten - City Manager
Requested Action:
Consideration of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”..

## BACKGROUND:

This rezoning request to C-N is being made concurrently with Ordinance 08-2024 which is the request to change the Future Land Use (FLU) category of these parcels from “Commercial” to “Neighborhood Commercial”. For purposes of further discussion, this report assumes that this request has been received and granted by City Council. The subject parcels are located along Cocoa Place, west of the intersection of Cocoa Place and North Cocoa Blvd, as shown in the attached Exhibit “A”. The subject parcels have been developed and platted as a single-family residential neighborhood since 1959. Single-family residential as a *land use* is not compatible or permissible within the current Commercial FLU. Furthermore, RU-1-7 is not an allowable zoning district within the Commercial FLU. See Zoning Map, Exhibit “B”. It was recently brought to the City’s attention that one of the properties’ primary structures was completely lost due to a fire. Because the lot is now vacant, a single-family residence cannot be reconstructed until the future land use and zoning

designations are consistent and are established such that single-family residential is an allowable use.

Although the subject parcels have existed in the City since approximately 1959, the lot dimensions are considered nonconforming to the City's current development standards for the RU-1-7 zoning district. Particularly, the lot widths are only 60', where the minimum required lot width for RU-1-7 is now 75'. However, in accordance with Appendix A, Zoning, Article X, Nonconformities, Sec. 3., in any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot which is of record, even if it is non-conforming due to its dimensions. Any new homes that are erected will be required to meet applicable setbacks absent approval of a variance.

Neighborhood Commercial (C-N) allows for single-family homes to be constructed in accordance with RU-1-7 standards. If these parcels are rezoned to C-N, the existing single family use will be consistent with both their anticipated Neighborhood Commercial future land use and zoning. Single-family redevelopment where structures are lost due to fire or other natural disaster will be permissible. However, utilization of the properties for multi-family or neighborhood commercial development will require the future aggregation of lots to ensure that they are no longer nonconforming. Accordingly, not only will rezoning to C-N allow the permissible redevelopment of single-family uses, it would also expand the opportunity for other uses (small scale multi-family and neighborhood commercial uses) if and only if two or more of these lots were to be *combined* in the future.

Therefore, staff feels that the most practical solution to make the zoning and the future land use of these parcels consistent is to rezone them to C-N in conjunction with the future land use amendment to Neighborhood Commercial.

**Future Land Use Designation:** Current: Commercial

Proposed: Neighborhood Commercial (Ord 08-2024)

**Zoning District:** Current: RU-1-7 (Single-Family Residential)

Proposed: C-N (Neighborhood Commercial) (Ord 09-2024)

**Existing Land Use:** Single-family residential

**Council District:** District 2 - Councilmember Lavander Hearn

**Legal Ad Date:** August 20, 2024

**Overview of Surrounding Area:**

| | Future Land Use Designations | Zoning Districts | Land Uses |
|---|---|---|---|
| **North** | Commercial | General Commercial (C-G) | Used Auto Sales |
| **South** | Commercial | Wholesale Commercial (C-W) | Mixed Use Commercial |



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| | | | |
|---|---|---|---|
| **East** | Neighborhood Commercial | Residential Professional (R-P); RU-2-25; C-N, RU-2-15 | Medical/Office, Stormwater Pond, Residential |
| **West** | N/A | N/A | FEC Railroad |

(Immediately west of the FEC Right of Way has an Industrial FLU designation)

## I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

***a.*** *The proposed change is contrary to the established land use pattern.*

Staff Finding: The surrounding land area consists of primarily commercial use. Therefore, this request is not contrary to the established land use pattern. Further, as described above, the C-N zoning district allows for single-family residential uses.

***b.*** *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As noted in the table above, the surrounding zoning districts are a mixture of General Commercial (C-G), Wholesale Commercial (C-W), Residential Professional (R-P), and RU-2-25 and C-N for those properties across US-1. The Florida East Coast Railroad Right of Way is directly west of this property. The area of the subject parcels that will be designated as Neighborhood Commercial (C-N) will not create an isolated district unrelated to adjacent and nearby districts and is located very close to other C-N zoned properties on US-1.

***c.*** *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The area to be rezoned is +/- 3.1 acres consisting of (18) individual lots averaging .17 acres each. Seventeen (17) of these lots consist of (1) single-family dwelling unit, which is consistent with its current zoning of RU-1-7. One (1) lot is vacant. The existing density is likely to remain unchanged absent the aggregation of the existing platted lots. Only in the event of a multiple lot combination would the density be permitted to increase. Therefore, at this time, the proposed change would not materially alter the population density pattern nor will it increase or overtax the load on the City's public facilities. Even in the event that all of the affected properties were aggregated, the maximum number of multi-family units that could be constructed would be 45 units (a net increase of 27 units), which is unlikely to overtax public facilities.

***d.*** *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*


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Staff Finding: The Subject Parcels are currently zoned RU-1-7 and are not drawn illogically in relation to their existing conditions on the property proposed for change. However, the RU-1-7 zoning district is inconsistent with the current Commercial FLU designation. The boundary of this district is appropriate in consideration of the request to rezone to C-N.

***e.*** *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.8. **Neighborhood Commercial** in that these areas are "intended to be low-impact in nature and serve the needs of the immediate residential area." Further, in Figure FLU-1, *Standards for Future Land Use Categories*, shows that C-N is an applicable zoning district for the Neighborhood Commercial FLU. The proposed rezone to C-N would not have an adverse effect on the Comprehensive Plan.

***f.*** *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: It was recently brought to the City's attention that one of the properties' primary structures was completely destroyed due to a fire. With the lot now cleared and vacant, the lot remains undevelopable under the current zoning, due to the incompatibility with the current Commercial FLU. The City recognizes that any future losses of use would not be able to be restored if no change was made. It is this awareness of circumstance that makes the passage of the proposed amendment necessary. The proposed rezoning will allow for future restoration due to any foreseeable losses and will also be consistent with the surrounding zoning districts and mix of commercial uses.

***g.*** *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The existing density is likely to remain unchanged absent aggregation of the previously platted lots and is not expected to adversely influence living conditions in the neighborhood. Conversely, new, individual, single-family redevelopment will be permitted which would increase the value of and beautify the properties. Only in the event of a multiple lot combination would the density be permitted to increase, at which time the development would be reviewed on a case by case basis as to the impact on the neighborhood.

***h.*** *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As noted above, Fire Protection is provided by the City of Cocoa's Fire Station No. 2 (300 Brunson Avenue) which is located 1.5 miles south of the subject parcels. All stations will continue to provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

***i.*** *The proposed change will create a drainage problem.*

Staff Finding: Any new single-family development in this neighborhood will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for single-family development standards so as not to impact public stormwater areas.


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Therefore, it is not anticipated the proposed change will create a drainage problem. In the event of future lot combinations, the developments would also be required to meet those regulations for stormwater retention.

***j.*** *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will reduce light and air to adjacent areas.

***k.*** *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: As previously mentioned, the area to be rezoned is +/- 3.1 acres and relatively small compared to the adjacent commercial properties. It is not anticipated that the zoning change will adversely affect property values in the adjacent areas. Conversely, new, individual, single-family redevelopment would increase the value of and beautify the properties. Furthermore, in the event of future lot combinations to create small scale multifamily or commercial developments, this would further increase property value in the neighborhood.

***l.*** *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property, as it is increasing the land use compatibility with the adjacent properties. None of the surrounding properties are vacant, and the rezoning is not anticipated to functionally impact any surrounding parcel.

***m.*** *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change is City-initiated and will not constitute a grant of special privilege to the property owners of the subject parcels as contrasted with the public welfare. The proposed zoning designation meets the requirements of the Comprehensive Plan and is consistent with the commercial zoning districts in the surrounding area.

***n.*** *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: As previously mentioned, the current zoning district of RU-1-7 is not permitted in a Commercial or Neighborhood Commercial FLU. As a result of this limitation, the properties cannot be developed or restored without a rezoning. It is necessary to rezone to C-N in order to provide a permissible path to single-family development.

***o.*** *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would complement the existing commercial character in the immediate area.

***p.*** *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: There is no proposed use being requested at this time. However, the rezoning of these properties will expand the acceptable uses for future development.

**Consistency with Comprehensive Plan Policies and Objectives**

The proposed C-N "Neighborhood Commercial" zoning designation is consistent with the allowable uses under the "Neighborhood Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

**Concurrency Management/Adequate Public Facilities**

*Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.*

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. As stated above, the maximum density increase possible as a result of the rezoning will be a net gain of 27 units. This is minimal and is not anticipated to negatively impact public facilities, particularly because the property is adjacent to a major arterial of US-1. However, because the lots are nonconforming in nature, the density is likely to remain unchanged, and no further impact to public facilities is anticipated.

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

The Planning and Zoning Board voted Unanimously to recommend that City Council approve Ordinance 09-2024 on September 4, 2024

## RECOMMENDED MOTION:

Staff recommends that City Council **APPROVE** the request for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of (18) parcels along Cocoa Place, totaling approximately 3.1 acres, from RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial" and to adopt the written findings contained in the Staff Report.



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**ORDINANCE NO. 09-2024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

**WHEREAS**, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of Staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS**, the 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 HERBY ORDAINS, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

**Section 2. Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RU-1-7 (Single-Family Residential) to C-N (Neighborhood Commercial District) for the real property depicted and described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

**Section 3.** **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances and resolutions inconsistent herewith, are hereby repealed to the extent of the conflict.

**Section 4.** **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 5.** **Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2024 as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 08-2024 does not become effective, then this Ordinance shall become null and void.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
**MICHAEL C. BLAKE, Mayor**

**ATTEST:**

_____
**MONICA ARSENAULT, CMC, City Clerk**

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

**EXHIBIT A**

Description of Real Property

Tax Parcel ID 24-36-28-01-*-2, 106 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-3, 110 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-4, 114 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-5, 118 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-6, 122 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-7, 126 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-8, 130 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-9, 134 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-10, 138 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-21, 139 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-20, 135 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-19, 131 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-18, 127 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-17, 123 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-16, 119 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-15, 115 Cocoa Place, Cocoa, Florida 32922

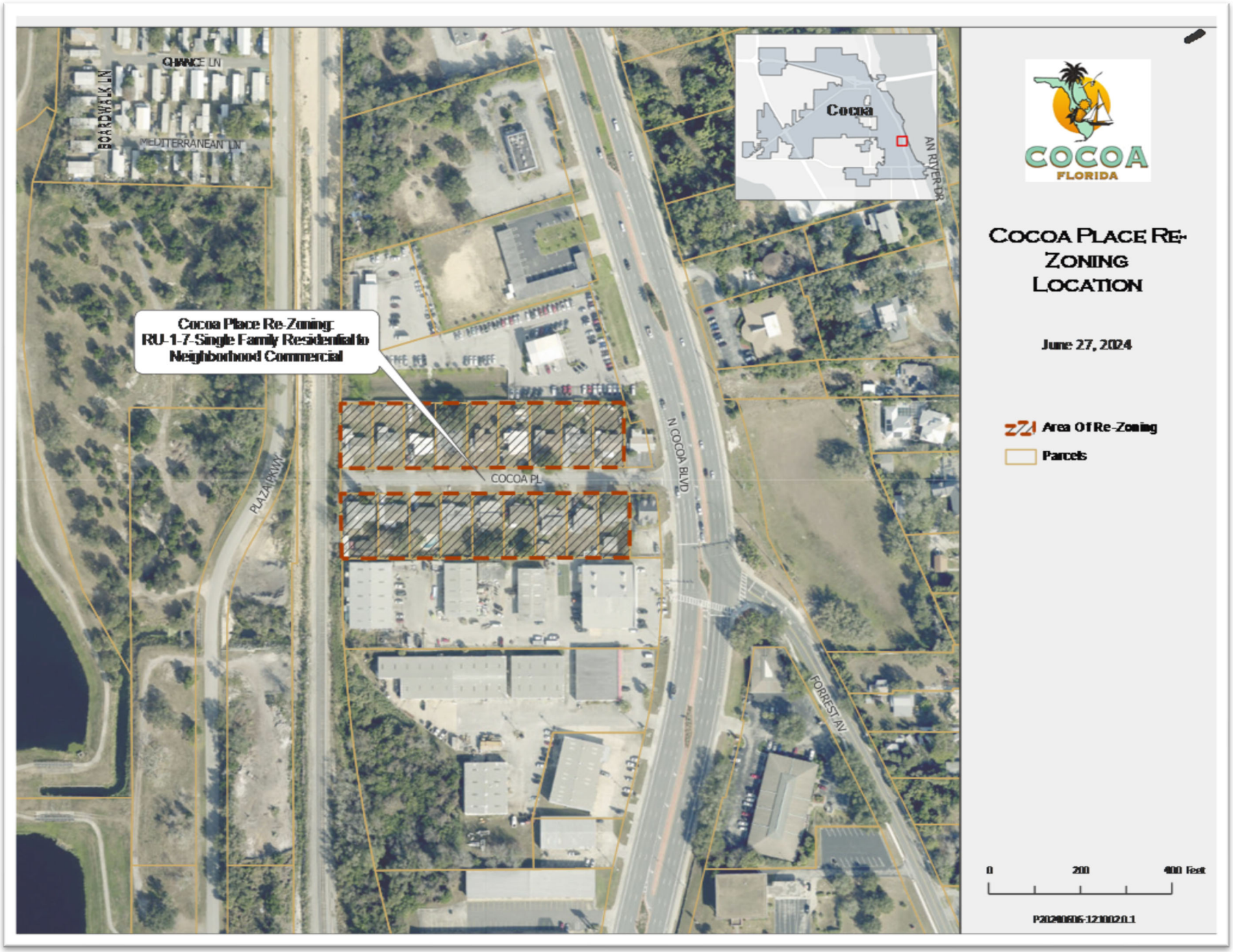
Tax Parcel ID 24-36-28-01-*14, 111 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*13, 107 Cocoa Place, Cocoa, Florida 32922

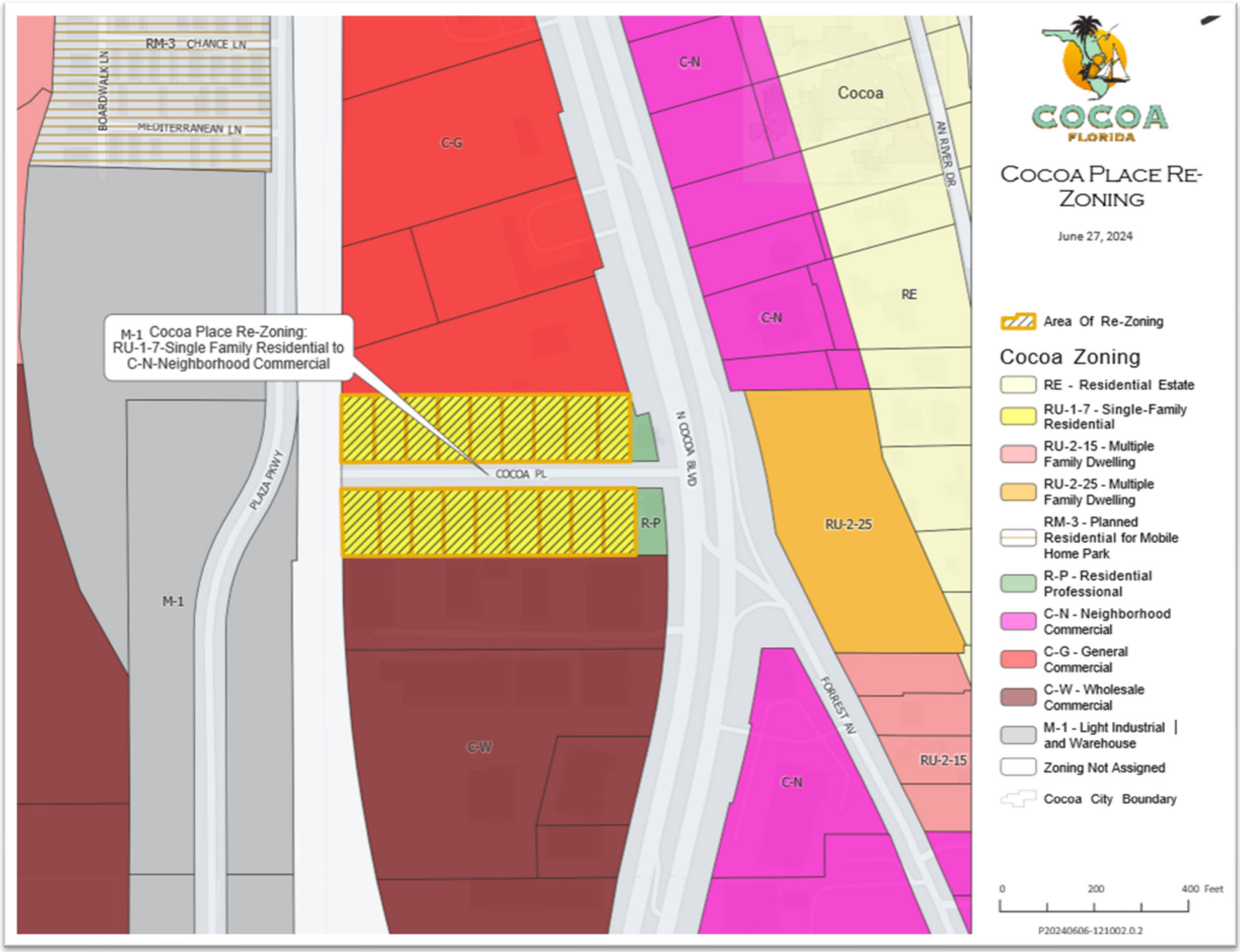
The Above Parcels are Depicted as Follows:



# EXHIBIT “A”


Cocoa Place Re-Zoning:
RU-1-7-Single Family Residential to
Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
FORREST AV
BOARDWALK LN
MEDITERRANEAN LN
Cocoa
AN RIVER DR
COCOA
FLORIDA
COCOA PLACE RE-ZONING LOCATION
June 27, 2024
Area Of Re-Zoning
Parcels
0
200
400 Feet
P20240806-121002.0.1

# EXHIBIT “B”


RM-3
CHANCE LN
BOARDWALK LN
MEDITERRANEAN LN
C-G
C-N
Cocoa
AN RIVER DR
RE
C-N
M-1 Cocoa Place Re-Zoning:
RU-1-7-Single Family Residential to
C-N-Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
R-P
RU-2-25
M-1
C-W
FORREST AV
RU-2-15
C-N
COCOA
FLORIDA
COCOA PLACE RE-ZONING
June 27, 2024
Area Of Re-Zoning
Cocoa Zoning
RE - Residential Estate
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
RU-2-25 - Multiple Family Dwelling
RM-3 - Planned Residential for Mobile Home Park
R-P - Residential Professional
C-N - Neighborhood Commercial
C-G - General Commercial
C-W - Wholesale Commercial
M-1 - Light Industrial and Warehouse
Zoning Not Assigned
Cocoa City Boundary
0
200
400 Feet
P20240606-121002.0.2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

1-2-25

My commission expires

| | | |
|---|---|---|
| Publication Cost: | $583.67 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $583.67 | |
| Order No: | 10484870 | # of Copies: |
| Customer No: | 1127247 | 1 |
| PO #: | | |

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*Please do not use this form for payment remittance.*

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#10484870; 8/20/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING ORDINANCES:

**PZ 24-00500001 COMPREHENSIVE PLAN AMENDMENT| ORD 08-2024**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. TAX PARCEL ID NUMBERS:

TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-6, 122 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-7, 126 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-8, 130 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-9, 134 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-10, 138 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*-15, 115 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*14, 111 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-1, 865 N COCOA BLVD, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-12, 863 N COCOA BLVD, COCOA, FLORIDA 32922

- AND -

**PZ 24-02100005 COCOA PLACE ZONING MAP AMENDMENT | ORD 09-2024**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. TAX PARCEL ID NUMBERS:

TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*14, 111 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
Sept 4, 2024
CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
Sept 10, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-441 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Agenda Ready |
| **File created:** | 7/31/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Intent to Reapply.pdf<br>Board Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027.

## BACKGROUND:

Ms. Bonilla was appointed to the Code Enforcement Board in November 2023 as an Alternate member. She was then appointed to fulfill the unexpired term of Verna Hughes as a Regular member in March of 2024.

Ms. Bonilla is seeking reappointment as a Regular member through June of 2027. She currently meets all eligibility requirements for serving on a city board.

The position was also advertised on the city's website and social media in accordance with the new advertisement procedure. Ms. Bonilla was the only applicant.

A board roster is attached for reference.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

August 9, 2024

Ms. Melissa Acosta

Dear Ms. Acosta:

Your term of office on the Code Board expired in June, 2024. I plan to place this item on the September 10, 2024 City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another Three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault

Monica Arsenault, CMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Melissa Acosta

X seek reappointment

_____ do not seek reappointment

as a member of the Code Board for the City of Cocoa for a Three-year term.

Sincerely,



Melissa Acosta
Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

| **Code Enforcement Board** | **Meets Third Thursday Every Month @ 6pm** | | **Expirations in June** | |
|---|---|---|---|---|
| **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)** | | | | |
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Michael Simpson | 12 N. Fiske Blvd.<br>Cocoa, FL 32922<br><br>Mikesimps67@yahoo.com | 813-494-2671 | 07/26/2022<br>Appointed to Regular position<br>05/24/2022<br>Appointed as Alternate | 2025 |
| Sharri Scott<br>(Fulfilling term of Virginia Weaver) | 213 Bedford Place<br>Cocoa, FL 32922<br><br>sharripscott@gmail.com | 843-957-4283<br>hm & cell<br>407-647-2622<br>wk | 07/24 Reappointed<br>06/21 Reappointed<br>01/2021 appointed | 2027 |
| George Brown, Jr. | 555 W. King Street, 32922-7421 | 632-6563 | 05/23 Reappointed<br>06/20 Reappointed<br>07/17 Reappointed<br>05/14 Reappointed<br>05/11 Reappointed<br>6/08 reappt.<br>4/05 Reappointed<br>1983 Appointed | 2026 |
| Lloyd Roberts<br>Chairperson | 1131 Grove Avenue<br>Cocoa, FL 32922<br><br>Roberts.lloyd2@gmail.com | 321-684-8449 | 07/24 Reappointed<br>06/21 Reappointed<br>07/19 Appointed<br>(Filling unexpired term of Cicerrella) | 2027 |
| Dik Muller | 307 Bellaire Dr.<br>Cocoa, FL 32922<br>info@dixdesigngroup.com | 312-343-0104 | 07/24 Appointed as Regular member<br>11/2023 Appointed as Alternate | 2027 |
| Melissa Acosta-Bonilla<br>(fulfilling term of Verna Hughes) | 821 Peachtree St. A-10<br>Cocoa, FL 32922<br>semperfiparalegal@gmail.com | 321-265-2532 | 03/2024 Appointed as Regular Member<br>11/2023 Appointed as 1st Alternate | 2024 |
| Josue Otero<br>(Fulfilled the unexpired term of David Lightholder) | 2603 N. Indian River Dr.<br>Cocoa, FL 32922<br>Oteroj23@yahoo.com | 305-434-5606 | 11/2023 Appointed | 2027 |
| Gloria Weatherspoon<br>1st Alternate | 354 Laredo Dr., #206<br>Cocoa, FL 32926<br><br>Glorida.L.weatherspoon@gmail.com | 321-294-3041 | 07/24 Appointed | No expiration |
| 2nd Alternate<br>**VACANCY** | | | | No expiration |
| LIAISON | Matthew Barringer | 321-474-4924 | Updated 07/2024 | |
| Counsel: Kristin Eick | Brown, Garganese, Weiss & D'Agresta | | | |

| | | | | |
|---|---|---|---|---|
| RECORDING SECRETARY | Darla Crowl | 433-8508 | | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-515 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Agenda Ready |
| **File created:** | 9/4/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 2027. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Housing Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2024
Agenda Date: September 10, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2027.

## BACKGROUND:

Ms. Marian Jackson currently serves as a member on the board for the Housing Authority of the City of Cocoa. She has been a member of the board since December 2013. Her term expired on December 31, 2023 and she has expressed a desire for reappointment to the board. If reappointed, Ms. Jackson's term on the board would be a four-year term through December 2027.

Pursuant to Section 421.05, Florida Statutes, Housing Authority appointments require a nomination from the Mayor and consideration by the City Council. The City Clerk spoke with Mayor Blake and he fully supports the nomination of Ms. Jackson.

The position was advertised on the city's website and social media.

A current roster is attached for Council's review.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

Ms. Jackson was originally appointed to the Housing Authority at a regular City Council meeting held on December 10, 2013.

## RECOMMENDED MOTION:

Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2027.



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| **Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements** | | **Meets First Tuesday Every Month** | | **Expirations in December** |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Clinton Warner III<br><br>~~Buzzell, Scott L. (resident member)~~ | 401 G Street, Cocoa, FL 32922 | 321-749-6030 (C) | 12/14/2021<br>Reappointed<br>08/14/2018 | December 31, 2025 |
| Cole, Thomas | 3219 Bayfield<br>Cocoa FL 32922 | 321-634-5462 (work)<br>321-288-9486 (cell)<br>Thomas.cole@emmajewelcharter.com | 12/13/2022<br>Reappointed<br>01/09/2019<br>Reappointed<br>02/10/15 Reappointed<br>12/10/2013<br><br>***initial term 1/1/14-12/31/14 (one year)*** | December 31, 2026 |
| Jackson, Marian T. | 1209 Heritage Acres Boulevard<br>Rockledge FL<br>32955 | 321-633-9427 (home)<br>321-537-6999 (cell)<br><br>marijack77@gmail.com | 12/11/19 reappointed<br>12/08/15 reappointed<br>12/10/2013<br><br>***initial term 1/1/14-12/31/15 (two year)*** | December 31, 2023 |
| Joiner, Chenita | 2202 Mercer Drive<br>Cocoa FL 32926 | 321-639-6413 (home)<br>321-591-4501 (Cell)<br><br>Jkeds01@earthlink.net | 12/08/20 Reappointed<br>12/13/16 Reappointed<br>12/10/2013<br><br>***initial term 1/1/14-12/31/16 (three year)*** | December 31, 2024 |
| Robinson, Joe C. (Chairman) | 5510 Bent Oak Drive<br>Titusville FL<br>32780 | 321-383-4424 (home)<br>321-289-7007 (cell)<br><br>joerobinson62@outlook.com | 12/14/2021<br>1/09/18 Reappointed<br>12/10/2013<br><br>***initial term 1/1/14-12/31/17 (four year)*** | December 31, 2025 |
| LIAISON | | Lavander Hearn | Updated 12/23 | |
| Contact Info: | 828 Stone St.<br>Cocoa, FL 32922 | 636-8535 (office)<br>632-4729 (fax) | Chief Exec. Officer<br>Debra Krueger,<br>Records Asst.<br>Debra Krueger<br>dkrueger@haccfl.com | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-524 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Agenda Ready |
| **File created:** | 9/5/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Kirn Intent to Reapply.pdf<br>Blankenship Application.pdf<br>Wall Application.pdf<br>Memo to City Clerk - Police and General Pension Appointments for Sept. 10 2024 meeting.pdf<br>Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board to fulfill two vacancies through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028.

## BACKGROUND:

Mr. Paul Kamus and Mr. Michael Kirn are both current members of the Police Pension Board with terms set to expire on October 1, 2024. With the expiration of these terms, two seats will become available.

Mr. Kamus has expressed a desire to retire from the Board, however Mr. Kirn is interested in seeking reappointment. He has been a member since June, 2011. He was reappointed to the board in September 2012, September 2014, September 2018 and September 2020. Mr. Kirn meets all of the qualifications for serving on a city board.

Mr. Nicholas Blankenship is a retiree from the City of Cocoa's Police Department and has submitted an application to be considered for Board membership. His application is attached for reference. He currently meets the eligibility requirements for serving on a city board.

Additionally, Mr. Keith Wall has submitted an application for Board membership. He has been a resident for two and a half years and is seeking an opportunity to serve the City of Cocoa. He also meets the requirements for serving on a city board and his application is attached.

Please note that both seats will have a four-year term through September of 2028.

The Fifth member of the Board of Trustees for the Police Officers' Retirement Plan has been held by Mr. John Casey since December, 2010. It was voted to reappoint him by the Board of Trustees at their August 21, 2024 meeting. He has expressed a willingness to serve for another four years, expiring on October 1, 2028, and meets the qualifications for serving on the board. Mr. Casey's reappointment must be ratified by the Cocoa City Council.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board to fulfill two vacancies through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028.



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In response to inquiry by the Office of the City Clerk, I, Michael Kirn

X seek reappointment

_____ do not seek reappointment

as a member of the Police Pension Board for the City of Cocoa for a four-year term.

Sincerely,



Michael Kirn
Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

**From:** noreply@civicplus.com
**To:** City Clerk
**Subject:** Online Form Submittal: NEW--Application for Board/Committee Membership
**Date:** Friday, August 23, 2024 5:30:46 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

# NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

| | |
|---|---|
| First Name | Nicholas |
| Last Name | Blankenship |
| Application Date | 8/23/2024 |
| Address1 | [redacted] |
| City | [redacted] |
| State | [redacted] |
| Zip | [redacted] |
| Cocoa City Council District | [redacted] |
| Home Phone Number | [redacted] |
| Work Phone Number | *Field not completed.* |
| Cell Phone Number | [redacted] |
| Other Phone Number | *Field not completed.* |
| Place of Business | N/A |
| Title/Position Held | N/A |

[redacted]

| | |
|---|---|
| Date of Birth* | |
| E-mail Address | [redacted] |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Pension Board - Police |

(Section Break)

| | |
|---|---|
| Eligibility | |
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | Yes |

If yes, please list all addresses you own in the City of Cocoa:

| | |
|---|---|
| Address1 | [redacted] |
| Address2 | *Field not completed.* |
| City | [redacted] |
| State | [redacted] |
| Zip | [redacted] |
| Address1 | *Field not completed.* |
| Address2 | *Field not completed.* |
| City | *Field not completed.* |
| State | *Field not completed.* |
| Zip | *Field not completed.* |
| Are you registered to vote in Brevard County, | Yes |

| | |
|---|---|
| Florida? | |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. | No |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |
| (Section Break) | |
| Miscellaneous Information | |
| Do you currently serve on any other City of Cocoa board? | No |
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |

| | |
|---|---|
| If yes, please provide details. | *Field not completed.* |

(Section Break)

Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | *Field not completed.* |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | I am a retiree form the City of Cocoa Police Department, and wish to serve on the board to ensure that the Police Pension stays intact. |

(Section Break)

State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | Caucasian |
| Gender | Male |
| Disability | *Field not completed.* |
| | *Field not completed.* |

(Section Break)

Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for*

*Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Nicholas Blankenshp |
| Date: | 8/23/2024 |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com <noreply@civicplus.com>
**Sent:** Thursday, July 11, 2024 12:08 PM
**To:** City Clerk <CityClerk@cocoafl.org>
**Subject:** Online Form Submittal: NEW--Application for Board/Committee Membership

**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**

# NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name Keith

| | |
|---|---|
| Last Name | Wall |
| Application Date | 7/11/2024 |
| Address1 | 201 Westchester Drive |
| City | Cocoa |
| State | Florida |
| Zip | 32926 |
| Cocoa City Council District | District 4 |
| Home Phone Number | (321)456-6208 |
| Work Phone Number | *Field not completed.* |
| Cell Phone Number | (321)456-6208 |
| Other Phone Number | *Field not completed.* |
| Place of Business | N/A |
| Title/Position Held | N/A |
| Date of Birth* | [redacted] |
| E-mail Address | keithwall97531@gmail.com |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Affordable Housing Advisory Committee, Board of Adjustment, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Pension Board - Fire, Pension Board - General Employees, Pension Board - Police, Planning & Zoning Board, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Utilities Advisory Board, Sustainability Advisory Board |

(Section Break)

Eligibility

| | |
|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | Yes |

If yes, please list all addresses you own in the City of Cocoa:

| | |
|---|---|
| Address1 | 201 Westchester Drive |
| Address2 | *Field not completed.* |
| City | cocoa |
| State | Florida |
| Zip | 32926 |
| Address1 | *Field not completed.* |
| Address2 | *Field not completed.* |
| City | *Field not completed.* |
| State | *Field not completed.* |
| Zip | *Field not completed.* |
| Are you registered to vote in Brevard County, Florida? | Yes |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall | No |

| | |
|---|---|
| be considered a conviction for purposes of this question. | |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |
| (Section Break) | |
| Miscellaneous Information | |
| Do you currently serve on any other City of Cocoa board? | No |
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |
| If yes, please provide details. | *Field not completed.* |
| (Section Break) | |

## Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | *Field not completed.* |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | I would very much like to get involved in the City of Cocoa since I have been a resident for 2.5 years |

(Section Break)

## State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | Caucasian |
| Gender | Male |
| Disability | *Field not completed.* |
| | *Field not completed.* |

(Section Break)

## Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:*

*Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Keith Allan Wall |
| Date: | 7/11/2024 |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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**MEMORANDUM**

| | |
|---|---|
| **TO:** | **Monica Arsenault, City Clerk** |
| **FROM:** | **Sheila Hutcheson, Pension Plan Administrator** |
| **DATE:** | **August 22, 2024** |
| **SUBJECT:** | **Appointments of "Fifth" Member and Council Appointees - Police Pension Board of Trustees; Appointment of Council Appointee - General Employees' Pension Board of Trustees** |

In accordance with the provisions of the Police Officers' Pension Plan ordinance and F.S. 185, the Board of Trustees at its August 21, 2024 meeting, voted to appoint John Casey to serve as the "fifth member" of the Board for a term from October 1, 2024 through September 30, 2028. The Pension Board respectfully requests that this appointment be submitted to the City Council at the September 10, 2024 for their approval as a ministerial duty. The reappointments of Trustees Mike Kirn and Paul Kamus are also for four-year terms from October 1, 2024 through September 30, 2028.

In accordance with the provisions of General Employees' Pension Plan ordinance, the reappointment of Sherry Woodhouse is also requested for a term from October 1, 2024 through September 30, 2027 (three-year term).

Thank you for City Council's consideration of reappointment of these dedicated and trained Trustees who have served with distinction and dedication.

Cc: Pension Boards

| **Board of Trustees for the Police Officers' Retirement Plan** | | **Meets as Needed** | | **Expirations on October 1st** |
|---|---|---|---|---|
| **Member** | **Address** | **Phone** | **Appointed** | **Expiration** |
| Chris Moderson<br><br>(Elected by Members) | Cocoa Police Dept. | 321-637-6413 Work<br>[redacted] | Appt. 10/01/2023<br><br>~~Appt. 09/29/2022~~ | 2027 |
| Patrick Dovale<br>(Elected by Members) | Cocoa Police Dept. | 639-7620<br>[redacted] | 09/17 Elected (will fulfill term of Eric Austin)<br>09/19 Reelected | 2027 |
| Michael J. Kirn<br>(Appointed by Council) | [redacted] | [redacted] | 09/2020 Reappointed<br>09/2018 Reappointed<br>09/2016 Reappointed<br>09/2014 Reappointed<br>09/2012 Reappointed<br>06/14/11 appointed | 2024 |
| John Casey,<br>(5th Member)<br>(Appointed by Council) | Cocoa Police Dept.<br>[redacted] | [redacted] | 09/2020 Ratified<br>09/16 Reappointed/ Ratified<br>09/2012 Reappointed<br>12/10 Appointed | 2024 |
| Paul Kamus<br>(Appointed by Council) | [redacted] | [redacted] | 09/2020 Reappointed<br>09/2018 Reappointed<br>09/2016 Reappointed<br>09/2014 Reappointed<br>9/2012 Reappointed<br>9/2010 Reappointed<br>4/2009 appointed to fill unexpired term of A. Allen | 2024 |
| Counsel: Stuart Kaufman | Klausner, Kaufman, Jensen and Levinson<br>7080 NW 4th Street<br>Plantation, Florida 33317 | (954)916-1202<br>Fax (954)916-1232<br>Email: stu@robertdklausner.com | | |
| Administrator: Sheila Hutcheson | 3860 Grantline Rd.<br>Mims, Fl. 32754 | 321-267-3082<br>shutch9750@aol.com | | |
| Recording Secretary | Sheila Hutcheson | 321-267-3082 | | |
| | | | | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-529 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2028. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 08_2024 Intent to Reapply.pdf<br>Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2028.

## BACKGROUND:

Ms. Sherry Woodhouse has served on the General Pension Board since November 2007. Her current term expires on September 30, 2024, and she has expressed a willingness to serve for another three years. No other applications have been received at this time. Ms. Woodhouse meets all of the qualifications for serving on a city board.

This position was advertised on the city's website and social media in accordance with the city's newly adopted board appointment procedure.

A board roster is attached for Council's reference.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2028.

In response to inquiry by the Office of the City Clerk, I, Sherry Woodhouse

✓ seek reappointment

_____ do not seek reappointment

as a member of the General Pension Board for the City of Cocoa for a Three-year term.

Sincerely,

Sherry Woodhouse

Sherry Woodhouse
Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

| **Board of Trustees for the General Employees' Retirement Plan** | | **Meets as Needed** | | **Expirations on October 1st** |
|---|---|---|---|---|
| **Member** | **Address** | **Phone** | **Appointed** | **Expiration** |
| Stephen Harrell<br>Chairman/Secretary<br><br>(Appointed by Council) | 3325 Erie St.<br>Cocoa, FL 32926 | 321-632-9461 hm<br>321-431-9724 cell<br><br>Harr640@bellsouth.net | 09/23 Reappointed<br>09/20 Reappointed<br>09/17 Reappointed<br>02/17 Appointed<br><br>(fulfilled vacated seat of Walter Moore) | 2026 |
| Gregory Torbert<br><br>(Appointed by the board) | City of Cocoa<br>65 Stone St.<br>Cocoa, Florida 32922 | Work Cell: 321-698-1367<br><br>gtorbert@cocoafl.org | 11/16/2022 Reappointed<br>06/04/2021 Appointed | 2025 |
| Sherry Woodhouse<br><br>(Appointed<br>By City Council) | 12 Oak Street<br>Cocoa FL 32922-7830 | 631-7185 (H)<br>sherrywoodhouse@yahoo.com | 09/21 Reappointed<br>09/18 Reappointed<br>09/15 Reappointed<br>09/12 reappointed<br>08/09 reappointed<br>11/27/07 appointed | 2024 |
| ~~Carmen Wing~~<br><br>~~(Fifth member)~~<br>**VACANCY** | ~~5265 Brilliance Circle<br>Cocoa, FL 32926~~ | ~~559-836-7582 cell~~<br><br>~~Carmen.wing@yahoo.com~~ | ~~10//21 Reappointed<br>02/2020 Appointed~~<br><br>~~(appointed by board on 2/19/2020 to complete term through 9/30/21)~~ | ~~2024~~ |
| Vincent Knowles<br>(Retiree member - Appointed by City Council) | 662 Tupelo Circle<br>Cocoa, FL 32926 | 258-5065 cell<br><br>lisapknowles@hotmail.com | 09/13/2022 reappt.<br>05/24/2022 appt to fill unexpired term of M. McCarthy | 2025 |
| Counsel: Stuart Kaufman | Klausner, Kaufman, Jensen and Levinson<br>7080 NW 4th Street<br>Plantation, Florida 33317 | (954)916-1202<br>Fax (954)916-1232<br>Email:<br>stu@robertdklausner.com | | |
| Administrator:<br>Sheila Hutcheson | 3860 Grantline Rd.<br>Mims, Fl. 32754 | 321-267-3082<br>shutch9750@aol.com | | |
| RECORDING SEC | Sheila Hutcheson | 321-267-3082 | | |
| | | | | |

## Legislation Details (With Text)

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|---|---|---|---|---|---|
| **File #:** | 24-521 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/5/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida. (City Attorney) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Development Order -Greenwood Appeal.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2024
Agenda Date: September 10, 2024
Prepared By: Anthony Garganese, City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida.

## BACKGROUND:

Farm Bar, Inc. ("Applicant"), submitted a special exception application pursuant to Appendix A, Zoning, Article XI, Section 13(c) and Section 22(F) of the Zoning Ordinance of the City of Cocoa ("City Code"), seeking to operate a bar or lounge, limited to serving beer and wine on the Subject Property located on Brevard Avenue in the historic Cocoa Village within the City of Cocoa. The Subject Property has Tax Parcel ID 24-36-33-85-*-A and is 0.19 acres in size.

On May 15, 2024, the City of Cocoa's Board of Adjustment (BOA) held a duly noticed public hearing on the special exception application filed by the Applicant. The BOA approved, with conditions, the special exception application as well as an off-street parking waiver for the Subject Property related to the elimination of the preexisting parking spaces. In addition, on the same evening, the BOA denied a variance request by the Applicant related to the erection of shade structures within the setbacks on the Subject Property. However, Alex Greenwood, an interested

party, filed an appeal of the Board of Adjustment's decision.

On August 27, 2024, a public hearing was duly noticed and held before the City Council of the City of Cocoa ("City Council") pursuant to Appendix A, Zoning, Article XVIII, Section 1, of the Zoning Ordinance of the City of Cocoa regarding the appeal filed by Aleck Greenwood of the Board of Adjustment's decision approving with conditions a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida.

Having heard the arguments, evidence and testimony presented, and having reviewed the record and being otherwise fully advised, the City Council on August 27, 2024, the City Council unanimously reversed the decision of the Board of Adjustment and denied the special exception request. Council directed that its decision be memorialized in a written final order and brought back for Council's approval at this meeting. The proposed Final Order is attached to this Agenda Item.

Staff and the City Attorney recommend approval of the proposed Final Order consistent with the City Council's decision at the last meeting.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

**N/A**

## PREVIOUS ACTION:

On August 27, 2024, the City Council reversed the Board of Adjustment and denied the special exception subject to the written Final Order being approved at this meeting.

,

## RECOMMENDED MOTION:

Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida



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**CITY OF COCOA**
**DEVELOPMENT ORDER**

**IN AND BEFORE THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA**

**In re:** Appeal by Aleck Greenwood of a Board of Adjustment decision approving with conditions a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida

**Application:** Special Exception for "bar or lounge, with or without a package store"
638 Brevard Avenue, Cocoa, Florida

**Date:** September 10, 2024

_____/

On August 27, 2024, a public hearing was duly noticed and held before the City Council of the City of Cocoa ("City Council") pursuant to Appendix A, Zoning, Article XVIII, Section 1, of the Zoning Ordinance of the City of Cocoa. Having heard the arguments, evidence and testimony presented, and having reviewed the record and being otherwise fully advised, the City Council hereby issues the following Findings of Fact, Conclusions of Law, and Order as set forth herein.

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based upon the evidence and testimony presented at the hearings under oath, the City Council finds:

1. Farm Bar, Inc. **("Applicant")**, submitted a special exception application pursuant to Appendix A, Zoning, Article XI, Section 13(c) and Section 22(F) of the Zoning Ordinance of the City of Cocoa ("City Code"), seeking to operate a bar or lounge, limited to serving beer and wine.

2. The Subject Property was purchased by the Applicant on May 18, 2021, and is located on Brevard Avenue in the historic Cocoa Village within the City of Cocoa. The Subject Property has Tax Parcel ID 24-36-33-85-*-A and is 0.19 acres in size. It is located south of the intersection of Brevard Avenue and Maryland Avenue.

3. The Subject Property contains an approximately 1,600 square-foot multi-tenant commercial building, which is currently leased in part to a barber shop. The Subject Property previously consisted of this commercial building with the remainder of the property utilized as an unpaved driveway and parking lot to the rear of the building. However, the Applicant, though its President, Christopher Hyskell, has now constructed an outdoor bar or lounge on the Subject Property. The construction of the outdoor bar or lounge space commenced without building

permits from the City of Cocoa and without application for the special exception. The Subject Property is thus currently improved with both the commercial building and an outdoor lounge space in the former parking area consisting of a pedestrian pathway leading from Brevard Avenue to the rear of the Subject Property, artificial turf area for games, picnic tables, and small covered bar/service counter. The bar or lounge is located completely outdoors with standard fencing around the perimeter of the Subject Property.

4. Ms. Lucilene Ribeiro, Cocoa City Planner, testified that during the course of construction, it became apparent based on the Applicant's description of the intended use of the Subject Property that the Farm Bar, Inc., would need a special exception to serve beer and wine under the City Code. Ms. Ribeiro stated that City Staff struggled to understand the intended use of the Subject Property based upon the multiple communications with Mr. Hyskell.

5. The Subject Property is zoned Central Business District-Cocoa Village Overlay (CBD-CVO) and is also located in the Cocoa Village Subdistrict of the Cocoa Waterfront Overlay District. This district is 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. It is also 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. The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods.

6. Appendix A, Zoning, Article XI, Section 13(c) and Section 22(F) of the City Code require a special exception approval to operate a "bar or lounge, with or without a package store." A "bar or lounge" is defined in Appendix A, Zoning, Article V of the City Code, as a "retail establishment selling alcoholic beverages for consumption on the premises or an establishment, commonly known as a "bottle club," in the business of furnishing premises where alcoholic beverages may be consumed."

7. On May 15, 2024, the City of Cocoa's Board of Adjustment (BOA) held a duly noticed public hearing on the special exception application. The BOA approved, with conditions, the special exception application as well as an off-street parking waiver for the Subject Property related to the elimination of the preexisting parking spaces. In addition, on the same evening, the BOA denied a variance request by the Applicant related to the erection of shade structures within the setbacks on the Subject Property.[i]

8. During the BOA hearing, neighboring property owners, including Appellant Aleck Greenwood, vigorously objected to the special exception approval. These objections were primarily based on the fact that the bar was located outdoors and could cause disturbances based on noise.

9. Appellant Aleck Greenwood submitted a timely appeal challenging the BOA's decision to grant with conditions a special exception for a "bar or lounge" for the Subject Property. The Appellant subsequently amended his Notice of Appeal on July 2, 2024 to clarify the scope of his appeal, his standing to appeal, and to further state his reasons and basis for the appeal.

10. Pursuant to Appendix A, Zoning, Article XVIII, Appeals from the Board of Adjustment, Sec. 1(a)(3) of the City Code, the City Council's appeal hearing shall be conducted "de novo" or "anew" regarding the review criteria required to be applied by the Board of Adjustment and the issues presented in the notice of appeal. The City Council shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, or may modify the decision appealed from and may make such decision as should be made, and to that end shall have all the powers of the Board of Adjustment from which the appeal was taken.

11. The City Council finds that Aleck Greenwood is aggrieved by the decision approving with conditions the Special Exception for a bar or lounge for 638 Brevard Ave. Mr. Greenwood owns property located adjacent to the subject property at 640 Brevard Avenue and resides there full time. Florida law provides that a party "aggrieved" generally means any person that can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large.

12. Pursuant to Appendix A, Zoning, Article XVII, Board of Adjustment Powers and Duties, Sec. 2 of the City Code, before any special exception shall be issued, the board of adjustment shall make written findings certifying compliance with the specific rules governing individual special exceptions, and that satisfactory provision and arrangement has been made, in relevant part, concerning the following where applicable:

(A) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

(B) Off-street parking and loading areas where required, with particular attention to the items in (A) above, and economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district.

. . .

(K) That the use will be reasonably compatible with surrounding uses in its function, its hours of operation, the type and amount of traffic to be generated, and building size and setbacks, its relationship to land values, and other factors that may be used to measure compatibility.

13. During the course of the appeal hearing, the City Council admitted the following exhibits into evidence, which shall be referred to herein:

Exhibit 1 – Demonstrative Poster showing Township 24, Range 36, Section 33
Exhibit 2 – Glen Kemp, Kemp Valuation Services, LLC Written Report dated August 27, 2024
Exhibit 3 – Carole Pope email dated August 27, 2024

In addition, the City Council considered the following documents provided in the appeal agenda item:

- Staff Report regarding Appeal, dated August 22, 2024, Prepared by Lucilene Ribeiro
- FLU Map – 638 Brevard Avenue
- Zoning Map – 638 Brevard Avenue
- 24-02500002_638 Brevard Ave_First Greenwood Appeal Letter
- 24-0250000_638 Brevard Ave_Greenwood Amended Farm Bar Appeal Letter
- Staff Report to BOA Farm Bar May 15,24
- BOA SPX Application
- Conceptual Plan
- 638 Brevard Seating and Op Plan 4.9.24
- BOA Minutes 5-15-24 DRAFT
- Record documents to BOA –05_15_2024 email
- Record Documents to BOA – 6_15_2022 Ltr
- 10415054 Affidavit (Legal Advertisement)

Mr. Hyskell also submitted four (4) photographs of the Subject Property, including one taken at night.

Finally, the City Council considered the PowerPoint presentation prepared by City Planner Lucilene Ribeiro.

14. With regard to Criteria (K), Mr. Greenwood's attorney presented Exhibit 1, a demonstrative, color-coded poster board showing the proximity of residential properties to the Subject Property. Exhibit 1 illustrates that the Subject Property is unique in the Cocoa Village because it is surrounded by property used for residential purposes on its north, south, and eastern boundaries. The Subject Property is adjacent to the Wasdin Family, Ltd. Property to the north, which consists of 35 commercial and residential units. To the south is the Cocoa Village Square Condos, located at 640 Brevard Avenue, which contain residential units, including one owned by Mr. Greenwood. To the east of the Subject Property is a single-family residence, owned by April T. Norton. The City Council recognizes that the Subject Property is located near the southern end of the Cocoa Village and Derby Street, which is currently primarily residential in character in use. Because of the unique residential surroundings, the City Council finds that the use of an outdoor "bar or lounge" will not be reasonably compatible with the many residential units that border the courtyard-style space. Mr. Hyskell testified that he does not intend to operate a noisy bar and that it is designed to be a kid- and dog-friendly space for socializing and yard games. However, the City Council notes that the seating capacity is for 49 people and that Mr. Hyskell

was not amenable to reducing the hours of operation to earlier than 10:00 p.m. to lessen impacts to neighbors.

15. With regard to Criteria (B), Appellant Greenwood presented the testimony of expert appraiser Glen Kemp of Kemp Valulation Services, LLC. Mr. Kemp has been a Florida certified general real estate appraiser for over 40 years. His report, Exhibit 2, included a biography listing several of his notable appraisals, and he will be serving as a Special Magistrate for the Orange County Valuation Adjustment Board. Mr. Kemp stressed the importance of adverse influences, such as an outdoor bar on the marketability of real property neighboring the Farm Bar. Mr. Kemp did not perform a formal appraisal, but provided his professional opinion that an outdoor bar at this location would adversely affect the marketability of the surrounding nearby commercial and residential properties.

16. The City of Cocoa Comprehensive Plan, Future Land Use Element Objective 1.1.5, provides that the City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character. Florida law requires development orders issued by governmental agencies to be consistent with the comprehensive plan. For the foregoing reasons, the special exception proposed does not comply with the City's Comprehensive Plan Objective 1.1.5 due to the adverse impacts that will result to the surrounding residential properties.

**BASED UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED AS FOLLOWS:**

1. The City Council reverses the Board of Adjustment's decision to approve with conditions the Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue. The Special Exception is denied.

**DONE AND ORDERED** at Cocoa, Florida, this 10th day of September, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

[i] Neither the decision on the parking waiver nor the variance was included within Mr. Greenwood's appeal and are final decisions of the Board of Adjustment.

# Legislation Details (With Text)

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| **File #:** | 24-523 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/5/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |

**Title:** Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando. (City Attorney)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**
Petition for Annexation - City of Cocoa (004).pdf
Consent Form - Annexation - Pump Station Site.pdf
Consent Form - Annexation - Well Site #1.pdf
Consent Form - Annexation - Well Site #2.pdf
Consent Form - Annexation - Well Site #3.pdf
Consent Form - Annexation - Well Site #4.pdf
Consent Form - Annexation - Well Site #5.pdf
Consent Form - Annexation - Well Site #5T.pdf
Consent Form - Annexation - Well Site #6T.pdf
Consent Form - Annexation - Well Site #7.pdf
Consent Form - Annexation - Well Site #8.pdf
Consent Form - Annexation - Well Site #8T.pdf
Consent Form - Annexation - Well Site #9.pdf
Consent Form - Annexation - Well Site #9T.pdf
Consent Form - Annexation - Well Site #10T.pdf
Consent Form - Annexation - Well Site #11T.pdf
Consent Form - Annexation - Well Site #12T.pdf
Consent Form - Annexation - Well Site #13T.pdf
Consent Form - Annexation - Well Site #14T.pdf
Consent Form - Annexation - Well Site #15T.pdf
Consent Form - Annexation - Well Site #16T.pdf
Consent Form - Annexation - Well Site #I.pdf
Consent Form - Annexation - Well Site #J.pdf
Consent Form - Annexation - Well Site #K.pdf

| Date | Ver. | Action By | Action | Result |
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# CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2024


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Agenda Date: September 10, 2024
Prepared By: Anthony Garganese, City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando

## BACKGROUND:

The City of Cocoa is the owner of a number of parcels of land in Orange County related to the City of Cocoa's regional water system. The parcels were acquired many years ago and contain wells that are connected to a water transmission line providing potable water supply to the City's Dyal Water Treatment Plant also located within Orange County along SR 520.

Several months ago the City Council approved participation in a voluntary annexation by the City of Orlando of an area largely comprised of the Sunbridge planned development. At that time, ten (10) parcels of land owned by the City of Cocoa were included in the annexation.

Recently, the City of Cocoa was approached by Farmland Reserve, Inc. (Deseret Ranch) about participating in an additional voluntary annexation by the City of Orlando of a large area lying east of the previous annexation. The area is predominantly owned by Farmland Reserve with the exception of the City of Cocoa's parcels which are scattered around Farmland's property. The City of Cocoa and Farmland Reserve have had a very cooperative relationship for several decades regarding Farmland's operations and the City of Cocoa's water utility system that are located within the proposed annexed area, and Staff supports Farmland Reserve's request. Farmland Reserve has expressed a desire to Orlando and the City of Cocoa to annex their property at this time and they are seeking the City of Cocoa's cooperation. Within the proposed annexation area, the City of Cocoa owns eight (8) parcels along Dallas Blvd. south of State Rd 528 and fifteen (15) parcels along Weewahotee Rd. and Pipeline Rd. west of Taylor Circle (approx. 223 total acres). The parcels are more specifically and legally described in the attached Petition for Annexation.

Similar to the last annexation of the Sunbridge planned development area, the City of Cocoa and the City of Orlando will negotiate an annexation agreement that will address various protections for the City of Cocoa's wells, pre-treatment facility at Wewahootee, well-fields, transmission lines, and other utility equipment as development proceeds in the proposed development area. Therefore, pending the completion of the annexation agreement, the City of Orlando and City of Cocoa have agreed that the City of Cocoa's petition and consent to annex the additional parcels owned by the City of Cocoa are revocable, and the City of Cocoa's approval and submission of the Petition and Consent Forms is subject to the City Council's reconsideration and rescission under the following conditions:

Approval of the petition and related consent documents is required for the City of Orlando to commence the voluntary annexation process, but the City of Cocoa may rescind its consent to annexation up until the proposed second reading of the City of Orlando's annexation ordinance - currently planned in October. If the City of Cocoa and the City of Orlando cannot come to satisfactory terms in an annexation agreement in time before second reading of the annexation ordinance, the City of Cocoa may rescind its consent to annexation into the City of Orlando. Further, if the City Council of Cocoa approves the annexation agreement, the annexation agreement shall likewise be approved by the City of Orlando no later than second reading of the City of Orlando's annexation ordinance or the City of Cocoa's petition and consent to annex shall be deemed automatically withdrawn and rescinded prior to the final vote on second reading taken by the City Council of Orlando.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

The City Council previously authorized the City of Cocoa's participation in another City of Orlando annexation of the Sunbridge development area.

## RECOMMENDED MOTION:

Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando]



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# PETITION FOR ANNEXATION

## MUNICIPAL PLANNING BOARD

**THE HONORABLE MAYOR**
**MEMBERS OF THE CITY COUNCIL**
**CITY OF ORLANDO, FLORIDA**

**DATE:** _____

I (We) do hereby petition your Honorable Body for the annexation of all the property herein described to the corporate limits of the City of Orlando, Orange County, Florida:

1. Name of Petitioner(s) (If different than Owner(s) of Record, the Petitioner must also sign the attached Affidavit):
   City of Cocoa

2. Owner of Record (If Corporation, Names of President & Secretary):
   City of Cocoa

3. Address of Petitioner(s):
   65 Stone Street Cocoa, FL 32922

4. General Location of Area:
   8 parcels along Dallas Blvd. south of State Rd 528 and 15 parcels along Weewahotee Rd. and Pipeline Rd. west of Taylor Circle.

5. Legal Description(s) and Number of Acres (if insufficient space, please place the entire description on an attachment):
   223 total acres - see attached legal descriptions

6. Orange County Parcel ID Number(s):
   See attached consent forms

City of Cocoa

By: _____
Print Name:

Its: _____
Title (If Corporation)

Sworn to and Subscribed before me this
_____day of _____, 20____.

_____
Notary Public,
State of Florida at Large
My Commission Expires:

City of Cocoa
Well Site #1
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-001

Description:

Beginning at a point on the East line of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 153.68 feet, South 0°04’29”East of Northwest corner of said Section 10, run South 0°04’29” East 208.71 feet, thence South 89°55’31” West 308.71 feet, thence North 0°04’29” West 208.71 feet, thence North 89°55’31”East 308.71 feet, to the point of the beginning. (Less the East 100 feet for right-of-way purposes).

City of Cocoa
Well Site #2
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-001

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 80.90 feet, South 0°14’20” West of Northwest corner of said Section 2, run South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40”West 308.71 feet, thence North 0°14’20” East 208.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

City of Cocoa
Well Site #3
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-002

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 690.23 feet, North 0°14’20” East of the West Quarter corner of said Section 2, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40”West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

City of Cocoa
Well Site #4
(ORB 1012, PG. 198)

Parcel 14-24-32-0000-00-002

Description:

Beginning at a point on the West line of the Northwest Quarter of Section 14, Township 24 South, Range 32 East, Orange County, Florida, 573.75 feet, South 0°03’45” East of the Northwest corner of said Section 14, run South 0°03’45” East 208.71 feet, thence North 89°56’15” East 308.71 feet, thence North 0°03’45” West 208.71 feet, thence South 89°56’15” West 308.71 feet to the point of the beginning. Subject to an easement over the West 100 feet thereof for road purposes.

City of Cocoa
Well Site #5
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-002

Description:

Beginning at a point on the East line of the Southeast Quarter of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 1246.20 feet, South 0°03’11” East of the Northeast corner of said Southeast Quarter, run South 0°03’11” East 208.71 feet, thence South 89°56’49” West 308.71 feet, thence North 0°03’11” West 208.71 feet, thence North 89°56’49” East 308.71 to the point of the beginning. Subject to an easement over the East 100 feet thereof for road purposes.

City of Cocoa
Well Site #5T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-002

Description:

For “Well Site 5T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 13, said corner being a recovered 6” x 6” concrete monument with the numbers “11”, “12”, “13” & “14” scribed on the sides facing the respective section quadrants, thence run S.00°34’38”W. along the West line of said Northwest 1/4 of Section 13 a distance of 1,729.31 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.87°55’07”E. along said Northerly line of the City of Cocoa easement a distance of 2,062.97 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, said point being the POINT OF BEGINNING of the herein described parcel; thence N.02°04’53”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.87°55’07”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.02°04’53”W. a distance of 450.00 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southeasterly corner of said parcel; thence N.87°55’07”W. along said Northerly line of the existing City of Cocoa easement a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #6T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-003

Description:

For "Well Site 6T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13, also being the Southwest corner of Section 18, Township 24 South, Range 33 East, said corner being a recovered 3-1/2" x 3-3/4" concrete monument with a 2" diameter aluminum disk stamped "13/18/24/19 890", said corner bearing S.88°33'36"W. a distance of 2,656.10 feet from the South 1/4 corner of said Section 18 of Township 24 South, Range 33 East, said South 1/4 corner being a recovered old 2-1/2" outside diameter iron pipe without an identification cap or markings, as a reference for the courses of this description, thence run N.00°03'50"E. a distance of 75.03 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°25'56"W. along said Northerly line of the exiting City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southeast 1/4 of Section 13 a distance of 1,292.84 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", marking the point of intersection of said Northerly line of the City of Cocoa easement with the Easterly line of same said easement; thence N.22°30'21"W. along said Easterly line of the City of Cocoa easement a distance of 1,538.02 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" being the POINT OF BEGINNING of the herein described parcel; thence continue N.22°30'21"W. along said Easterly line of the existing City of Cocoa easement a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence N.67°29'39"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.22°30'21"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southeasterly corner of said parcel; thence S.67°29'39"W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #7
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-003

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 1637.62 feet North 0°14’20” East of the Southwest corner of said Section 2, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

City of Cocoa
Well Site #8
(ORB 1012, PG. 198)

Parcel 34-23-32-0000-00-001

Description:

Beginning at a point on the East line of the Southeast Quarter of Section 34, Township 23 South, Range 32 East, Orange County, Florida, 907.15 feet South 0°13’20” West of the Northeast corner of said Southeast Quarter, run South 0°13’20” West 208.71 feet, thence North 89°46’40” West 308,71 feet, thence North 0°13’20” East 208.71 feet, thence South 89°46’40” East 308.71 feet to the point of the beginning. Subject to an easement over the East 100 feet thereof for road purposes.

City of Cocoa
Well Site #8T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-004

Description:

For “Well Site 8T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13, also being the Southwest corner of Section 18, Township 24 South, Range 33 East, said corner being a recovered 3-1/2” x 3-3/4” concrete monument with a 2” diameter aluminum disk stamped “13/18/24/19 890”, said corner bearing S.88°33’36”W. a distance of 2,656.10 feet from the South 1/4 corner of said Section 18 of Township 24 South, Range 33 East, said South 1/4 corner being a recovered old 2-1/2” outside diameter iron pipe without an identification cap or markings, as a reference for the courses of this description, thence run N.00°03’50”E. a distance of 75.03 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°25’56”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southeast 1/4 of Section 13 a distance of 842.84 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, being the POINT OF BEGINNING of the herein described parcel; thence continue N.88°25’56”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 13 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.22°30’21”W. along the Easterly line of the existing City of Cocoa easement a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.88°25’56”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S22°30’2l”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.244 acres more or less.

City of Cocoa
Well Site #9
(ORB 1012, PG. 198)

Parcel 35-23-32-0000-00-001

Description:

Beginning at a point on the West line of the Northwest Quarter of Section 35, Township 23 South, Range 32 East, Orange County, Florida, 862.65 feet North 0°14’20” East of the Southwest corner of said Northwest Quarter, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet thereof for road purposes.

City of Cocoa
Well Site #9T
(ORB 4463, PG. 3299)

Parcel 18-24-33-0000-00-001

Description:

For “Well Site 9T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 18, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 18, said corner being a recovered 3-1/2” x 3-3/4” concrete monument with a 2” diameter aluminum disk stamped “13/18/24/19 890”; thence run N.88°33’36”E. along the South line of said Southwest 1/4 of Section 18 a distance of 2,656.10 feet from the South 1/4 corner of said Section 18, said corner being a recovered old 2-1/2” outside diameter iron pipe without an identification cap or markings; thence run N.0l°23’14”W. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°33’36”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southwest 1/4 of Section 18 a distance of 293.01 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, being the POINT OF BEGINNING of the herein described parcel; thence continue N.88°33’36”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 18 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.0l°26’24”W. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.88°33’36”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.0l°26’24”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #10T
(ORB 4463, PG. 3299)

Parcel 18-24-33-0000-00-002

Description:

For “Well Site 10T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 18, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 18, said corner being a recovered old 2-1/2” outside diameter iron pipe without an identification cap or markings, thence run N.88°39’56”E. along the South line of said Southeast 1/4 of Section 18 a distance of 2,656.03 feet to the Southeast corner of said Section 18, said corner being a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 17 18 19 20 SEC-COR”; thence N.00°19’36”W. a distance of 75.01 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.88°39’56”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 18 a distance of 25.32 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°39’56”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 18 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.01°20’04”W. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.88°39’56”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.01°20’04”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #11T
(ORB 4463, PG. 3299)

Parcel 17-24-33-0000-00-001

Description:

For “Well Site 11T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the South 1/2 of Section 17, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 17, said corner being a set 4”x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 17 18 19 20 SEC-COR”; thence run N.89°19’08”E. along the South line of said Southwest 1/4 of said Section 17 a distance of 2,629.96 feet to the South 1/4 corner of said Section 17, said corner being a recovered old 1-1/4” outside diameter iron pipe without an identification cap or markings; thence N.00°44’40”E. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement, said point being the POINT OF BEGINNING of the herein described parcel; thence N.89°19’08”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 17 a distance of 28.29 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°48’27”E. a distance of 450.06 feet to a set #5 x l8” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.89°11’33”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°48’27”W. a distance of 450.00 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southeasterly corner of said parcel; thence N.89°11’33”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of the Southeast 1/4 of said Section 17 a distance of 421.71 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site # 12T
(ORB 4463, PG. 3299)

Parcel 16-24-33-0000-00-001

Description:

For “Well Site 12T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of Section 16, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 16, said corner being a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 16 17 20 21 SEC-COR”; thence run S. 89°31’41”E. along the South line of said Southwest 1/4 of Section 16 a distance of 2,693.23 feet to a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 16 21 1/4-COR”, marking the South 1/4 corner of said Section 16; thence N. 00°26’18”E. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°31’4l”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 16 a distance of 986.91 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel: thence continue N.89°31’4l”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 16 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°28’19”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.89°31’41”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°28’19”W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #13T
(ORB 4463, PG. 3299)

Parcel 16-24-33-0000-00-002

Description:

For “Well Site 13T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 16, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16, said corner being a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 16 21 1/4-COR”; thence run S.89°35’42”E. along the South line of said Southeast 1/4 of Section 16 a distance of 2,693.06 feet to the Southeast corner of said Section 16, said corner being a recovered 6” x 6” concrete monument with the numbers “15”, “16”, “21” & “22” scribed on the sides facing the respective section quadrants; thence N.00°28’27”E. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s dentification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°35’42”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 16 a distance of 1,256.28 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue N.89°35’42”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 16 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°24’18”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.89°35’42”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°24’18”W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #14T
(ORB 4463, PG. 3299)

Parcel 15-24-33-0000-00-001

Description:

For “Well Site 14T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of Section 15, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 15, said corner being a set 6” x 6” concrete monument with the numbers “15”, “16”, “21” & “22” scribed on the sides facing the respective section quadrants, thence run S.89°27’23”E. along the South line of said Southwest 1/4 of Section 15 a distance of 2,926.64 feet to a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J 15 1/4-COR 22 LB-24”, marking the South 1/4 corner of said Section 15; thence N.00°04’06”E. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°27’23”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of said Southwest 1/4 of Section 15 a distance of 1,104.94 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue N.89°27’23”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 15 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°32’37”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.89°27’23”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°23’37”W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #15T
(ORB 4463, PG. 3299)

Parcel 15-24-33-0000-00-002

Description:

For “Well Site 15T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 15, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 15, said corner being a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J 15 1/4-COR 22 LB-24”, thence run N.89°35’36”E. along the South line of said Southeast 1/4 of Section 15 a distance of 2,393.78 feet to the Southeast corner of said Section 15, said corner being a recovered 6” x 6” concrete monument with the numbers “14”, “15”, “22”, & “23” scribed on the sides facing the respective section quadrants; thence run N.0l°49’15”W. a distance of 75.02 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.89°35’36”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 15 a distance of 438.18 feet to a set #5 x 18” long iron rebar with a surveyor’s cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue S.89°35’36”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 15 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°24’24”W. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.89°35’36”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°24’24”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

City of Cocoa
Well Site #16T
(ORB 4463, PG. 3299)

Parcel 14-24-33-0000-00-001

Description:

For “Well Site 16T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the South 1/2 of Section 14, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 14, said corner being a recovered 6” x 6” concrete monument with the numbers “14”, ”15”, “22” & “23” scribed on the sides facing the respective section quadrants, thence run N.86°45’54”E. along the South line of the Southwest 1/4 of said Section 14 a distance of 2,442.50 feet to the South 1/4 corner of said Section 14, said corner being a recovered 6” x 6” concrete monument with “1/4 S” scribed on the South face; thence N.0l°13’17”W. a distance of 75.05 feet to a set point being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement, said point being the POINT OF BEGINNING of the herein described parcel; thence S. 86°45’54”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 14 a distance of 361.19 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N. 03°14’06” W. a distance of 450 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.86°45’54”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.03°l4’06”E. a distance of 456.26 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southeasterly corner of said parcel; thence N.89°l2’08”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of the Southeast 1/4 of said Section 14 a distance of 89.03 feet returning to the POINT OF BEGINNING of said parcel, containing 4.655 acres more or less.

City of Cocoa
Well Site #I
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-005

Description:

Beginning at a point on the North line of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 2326.09 feet North 83°21’14” West of the Northeast corner of said Section 10, run North 11°35’45” West 196.09 feet, thence North 78°24’15” West 208.71 feet, thence South 11°35’45” West 308.71 feet, thence South 78°24’15” East 208.71 feet, thence North 11°35’45” East 112.62 feet to the point of the beginning. (Less the Northerly 100 feet thereof for a road right-of-way.)

City of Cocoa
Well Site #J
(ORB 1012, PG. 198)

Parcel 04-24-32-0000-00-001

Description:

Commence at a point on the East line of Section 4, Township 24 South, Range 32 East, Orange County, Florida, 492.47 feet North 0°45’43” East of the Southeast corner of said Section 4, run North 78°14’18” West along the centerline of the Wewahootee Grade 1702.54 feet for a point of beginning; run thence North 78°14’18” West 208.71 feet, thence North 11°45’ 42” East 308.71 feet, thence South 78°14’18” East 208.71 feet, thence South 11°45’42” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the Southerly 100 feet for road purposes.

City of Cocoa
Well Site #K
(ORB 1012, PG. 198)

Parcel 05-24-32-0000-00-002

Description:

Commencing at the Southwest Corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet to the point of the beginning; thence continuing along said centerline a distance of 208.71 feet; thence Southerly at a right angle to said centerline a distance of 308.71 feet; thence Westerly parallel to said centerline a distance of 208.71 feet then Northerly at a right angle to said centerline a distance of 308.71 feet to the point of beginning; subject to a right of way over the Northerly 100 feet for road purposes.

City of Cocoa
Pump Station Site
(ORB 142, PG. 10)

Parcel 14-24-32-0000-00-001

Description:

The North 1295.17 feet of the South 1494.60 feet of the North 1/2 of Section 14, Township 24 South, Range 32 East. Subject to a right of way over the West 50 feet thereof for road purposes. Containing in all 160 acres and being in Orange County, Florida.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 14-24-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Pump Station Site
(ORB 142, PG. 10)

Parcel 14-24-32-0000-00-001

Description:

The North 1295.17 feet of the South 1494.60 feet of the North 1/2 of Section 14, Township 24 South, Range 32 East. Subject to a right of way over the West 50 feet thereof for road purposes. Containing in all 160 acres and being in Orange County, Florida.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 10-24-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #1
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-001

Description:

Beginning at a point on the East line of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 153.68 feet, South 0°04’29”East of Northwest corner of said Section 10, run South 0°04’29” East 208.71 feet, thence South 89°55’31” West 308.71 feet, thence North 0°04’29” West 208.71 feet, thence North 89°55’31”East 308.71 feet, to the point of the beginning. (Less the East 100 feet for right-of-way purposes).

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 02-24-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #2
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-001

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 80.90 feet, South 0°14’20” West of Northwest corner of said Section 2, run South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40”West 308.71 feet, thence North 0°14’20” East 208.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 02-24-32-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #3
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-002

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 690.23 feet, North 0°14’20” East of the West Quarter corner of said Section 2, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40”West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 14-24-32-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #4
(ORB 1012, PG. 198)

Parcel 14-24-32-0000-00-002

Description:

Beginning at a point on the West line of the Northwest Quarter of Section 14, Township 24 South, Range 32 East, Orange County, Florida, 573.75 feet, South 0°03’45” East of the Northwest corner of said Section 14, run South 0°03’45” East 208.71 feet, thence North 89°56’15” East 308.71 feet, thence North 0°03’45” West 208.71 feet, thence South 89°56’15” West 308.71 feet to the point of the beginning. Subject to an easement over the West 100 feet thereof for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 10-24-32-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #5
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-002

Description:

Beginning at a point on the East line of the Southeast Quarter of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 1246.20 feet, South 0°03’11” East of the Northeast corner of said Southeast Quarter, run South 0°03’11” East 208.71 feet, thence South 89°56’49” West 308.71 feet, thence North 0°03’11” West 208.71 feet, thence North 89°56’49” East 308.71 to the point of the beginning. Subject to an easement over the East 100 feet thereof for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 13-24-32-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

City of Cocoa
Well Site #5T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-002

Description:

For "Well Site 5T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 13, said corner being a recovered 6" x 6" concrete monument with the numbers "11", "12", "13" & "14" scribed on the sides facing the respective section quadrants, thence run S.00°34'38"W. along the West line of said Northwest 1/4 of Section 13 a distance of 1,729.31 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.87°55'07"E. along said Northerly line of the City of Cocoa easement a distance of 2,062.97 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", said point being the POINT OF BEGINNING of the herein described parcel; thence N.02°04'53"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence S.87°55'07"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.02°04'53"W. a distance of 450.00 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southeasterly corner of said parcel; thence N.87°55'07"W. along said Northerly line of the existing City of Cocoa easement a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 13-24-32-0000-00-003

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #6T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-003

Description:

For "Well Site 6T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13, also being the Southwest corner of Section 18, Township 24 South, Range 33 East, said corner being a recovered 3-1/2" x 3-3/4" concrete monument with a 2" diameter aluminum disk stamped "13/18/24/19 890", said corner bearing S.88°33'36"W. a distance of 2,656.10 feet from the South 1/4 corner of said Section 18 of Township 24 South, Range 33 East, said South 1/4 corner being a recovered old 2-1/2" outside diameter iron pipe without an identification cap or markings, as a reference for the courses of this description, thence run N.00°03'50"E. a distance of 75.03 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°25'56"W. along said Northerly line of the exiting City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southeast 1/4 of Section 13 a distance of 1,292.84 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", marking the point of intersection of said Northerly line of the City of Cocoa easement with the Easterly line of same said easement; thence N.22°30'21"W. along said Easterly line of the City of Cocoa easement a distance of 1,538.02 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" being the POINT OF BEGINNING of the herein described parcel; thence continue N.22°30'21"W. along said Easterly line of the existing City of Cocoa easement a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence N.67°29'39"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.22°30'21"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southeasterly corner of said parcel; thence S.67°29'39"W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 02-24-32-0000-00-003

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #7
(ORB 1012, PG. 198)

Parcel 02-24-32-0000-00-003

Description:

Beginning at a point on the West line of Section 2, Township 24 South, Range 32 East, Orange County, Florida, 1637.62 feet North 0°14’20” East of the Southwest corner of said Section 2, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 34-23-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #8
(ORB 1012, PG. 198)

Parcel 34-23-32-0000-00-001

Description:

Beginning at a point on the East line of the Southeast Quarter of Section 34, Township 23 South, Range 32 East, Orange County, Florida, 907.15 feet South 0°13’20” West of the Northeast corner of said Southeast Quarter, run South 0°13’20” West 208.71 feet, thence North 89°46’40” West 308,71 feet, thence North 0°13’20” East 208.71 feet, thence South 89°46’40” East 308.71 feet to the point of the beginning. Subject to an easement over the East 100 feet thereof for road purposes.

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# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 13-24-32-0000-00-004

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #8T
(ORB 4463, PG. 3299)

Parcel 13-24-32-0000-00-004

Description:

For "Well Site 8T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 13, also being the Southwest corner of Section 18, Township 24 South, Range 33 East, said corner being a recovered 3-1/2" x 3-3/4" concrete monument with a 2" diameter aluminum disk stamped "13/18/24/19 890", said corner bearing S.88°33'36"W. a distance of 2,656.10 feet from the South 1/4 corner of said Section 18 of Township 24 South, Range 33 East, said South 1/4 corner being a recovered old 2-1/2" outside diameter iron pipe without an identification cap or markings, as a reference for the courses of this description, thence run N.00°03'50"E. a distance of 75.03 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°25'56"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southeast 1/4 of Section 13 a distance of 842.84 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue N.88°25'56"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 13 a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N.22°30'21"W. along the Easterly line of the existing City of Cocoa easement a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence S.88°25'56"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S22°30'2l"E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.244 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 35-23-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #9
(ORB 1012, PG. 198)

Parcel 35-23-32-0000-00-001

Description:

Beginning at a point on the West line of the Northwest Quarter of Section 35, Township 23 South, Range 32 East, Orange County, Florida, 862.65 feet North 0°14’20” East of the Southwest corner of said Northwest Quarter, run North 0°14’20” East 208.71 feet, thence South 89°45’40” East 308.71 feet, thence South 0°14’20” West 208.71 feet, thence North 89°45’40” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the West 100 feet thereof for road purposes.

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# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 18-24-33-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #9T
(ORB 4463, PG. 3299)

Parcel 18-24-33-0000-00-001

Description:

For “Well Site 9T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 18, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 18, said corner being a recovered 3-1/2” x 3-3/4” concrete monument with a 2” diameter aluminum disk stamped “13/18/24/19 890”; thence run N.88°33’36”E. along the South line of said Southwest 1/4 of Section 18 a distance of 2,656.10 feet from the South 1/4 corner of said Section 18, said corner being a recovered old 2-1/2” outside diameter iron pipe without an identification cap or markings; thence run N.0l°23’14”W. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.88°33’36”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of said Southwest 1/4 of Section 18 a distance of 293.01 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, being the POINT OF BEGINNING of the herein described parcel; thence continue N.88°33’36”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 18 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.0l°26’24”W. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.88°33’36”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.0l°26’24”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 18-24-33-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #10T
(ORB 4463, PG. 3299)

Parcel 18-24-33-0000-00-002

Description:

For “Well Site 10T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 18, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 18, said corner being a recovered old 2-1/2” outside diameter iron pipe without an identification cap or markings, thence run N.88°39’56”E. along the South line of said Southeast 1/4 of Section 18 a distance of 2,656.03 feet to the Southeast corner of said Section 18, said corner being a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J LB-24 17 18 19 20 SEC-COR”; thence N.00°19’36”W. a distance of 75.01 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.88°39’56”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 18 a distance of 25.32 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°39’56”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 18 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.01°20’04”W. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence N.88°39’56”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.01°20’04”E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 17-24-33-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #11T
(ORB 4463, PG. 3299)

Parcel 17-24-33-0000-00-001

Description:

For "Well Site 11T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the South 1/2 of Section 17, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 17, said corner being a set 4"x 4" x 24" concrete monument with a PK-nail and disk stamped "PBS&J LB-24 17 18 19 20 SEC-COR"; thence run N.89°19'08"E. along the South line of said Southwest 1/4 of said Section 17 a distance of 2,629.96 feet to the South 1/4 corner of said Section 17, said corner being a recovered old 1-1/4" outside diameter iron pipe without an identification cap or markings; thence N.00°44'40"E. a distance of 75.00 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement, said point being the POINT OF BEGINNING of the herein described parcel; thence N.89°19'08"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 17 a distance of 28.29 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N.00°48'27"E. a distance of 450.06 feet to a set #5 x l8" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence S.89°11'33"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.00°48'27"W. a distance of 450.00 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southeasterly corner of said parcel; thence N.89°11'33"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of the Southeast 1/4 of said Section 17 a distance of 421.71 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 16-24-33-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site # 12T
(ORB 4463, PG. 3299)

Parcel 16-24-33-0000-00-001

Description:

For "Well Site 12T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of Section 16, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 16, said corner being a set 4" x 4" x 24" concrete monument with a PK-nail and disk stamped "PBS&J LB-24 16 17 20 21 SEC-COR"; thence run S. 89°31'41"E. along the South line of said Southwest 1/4 of Section 16 a distance of 2,693.23 feet to a set 4" x 4" x 24" concrete monument with a PK-nail and disk stamped "PBS&J LB-24 16 21 1/4-COR", marking the South 1/4 corner of said Section 16; thence N. 00°26'18"E. a distance of 75.00 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°31'4l"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 16 a distance of 986.91 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" being the POINT OF BEGINNING of the herein described parcel: thence continue N.89°31'4l"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 16 a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N.00°28'19"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence S.89°31'41"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.00°28'19"W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 16-24-33-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #13T
(ORB 4463, PG. 3299)

Parcel 16-24-33-0000-00-002

Description:

For "Well Site 13T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 16, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16, said corner being a set 4" x 4" x 24" concrete monument with a PK-nail and disk stamped "PBS&J LB-24 16 21 1/4-COR"; thence run S.89°35'42"E. along the South line of said Southeast 1/4 of Section 16 a distance of 2,693.06 feet to the Southeast corner of said Section 16, said corner being a recovered 6" x 6" concrete monument with the numbers "15", "16", "21" & "22" scribed on the sides facing the respective section quadrants; thence N.00°28'27"E. a distance of 75.00 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's dentification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°35'42"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 16 a distance of 1,256.28 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" being the POINT OF BEGINNING of the herein described parcel; thence continue N.89°35'42"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 16 a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N.00°24'18"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence S.89°35'42"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.00°24'18"W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 15-24-33-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #14T
(ORB 4463, PG. 3299)

Parcel 15-24-33-0000-00-001

Description:

For “Well Site 14T”, the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of Section 15, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 15, said corner being a set 6” x 6” concrete monument with the numbers “15”, “16”, “21” & “22” scribed on the sides facing the respective section quadrants, thence run S.89°27’23”E. along the South line of said Southwest 1/4 of Section 15 a distance of 2,926.64 feet to a set 4” x 4” x 24” concrete monument with a PK-nail and disk stamped “PBS&J 15 1/4-COR 22 LB-24”, marking the South 1/4 corner of said Section 15; thence N.00°04’06”E. a distance of 75.00 feet to a set point, being a #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24”, lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence N.89°27’23”W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of said Southwest 1/4 of Section 15 a distance of 1,104.94 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” being the POINT OF BEGINNING of the herein described parcel; thence continue N.89°27’23”W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 15 a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Southwesterly corner of said parcel; thence N.00°32’37”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northwesterly corner of said parcel; thence S.89°27’23”E. a distance of 450.00 feet to a set #5 x 18” long iron rebar with a surveyor’s identification cap stamped “PBS&J LB-24” marking the Northeasterly corner of said parcel; thence S.00°23’37”W. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 15-24-33-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #15T
(ORB 4463, PG. 3299)

Parcel 15-24-33-0000-00-002

Description:

For "Well Site 15T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the Southeast 1/4 of Section 15, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 15, said corner being a set 4" x 4" x 24" concrete monument with a PK-nail and disk stamped "PBS&J 15 1/4-COR 22 LB-24", thence run N.89°35'36"E. along the South line of said Southeast 1/4 of Section 15 a distance of 2,393.78 feet to the Southeast corner of said Section 15, said corner being a recovered 6" x 6" concrete monument with the numbers "14", "15", "22", & "23" scribed on the sides facing the respective section quadrants; thence run N.0l°49'15"W. a distance of 75.02 feet to a set point, being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement; thence S.89°35'36"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 15 a distance of 438.18 feet to a set #5 x 18" long iron rebar with a surveyor's cap stamped "PBS&J LB-24" being the POINT OF BEGINNING of the herein described parcel; thence continue S.89°35'36"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southeast 1/4 of Section 15 a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N.00°24'24"W. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence N.89°35'36"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.00°24'24"E. a distance of 450.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.649 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 14-24-33-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #16T
(ORB 4463, PG. 3299)

Parcel 14-24-33-0000-00-001

Description:

For "Well Site 16T", the City requires the following estates and interests in real property located in Orange County, Florida:

A fee simple estate in a parcel of land being a portion of the South 1/2 of Section 14, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 14, said corner being a recovered 6" x 6" concrete monument with the numbers "14", "15", "22" & "23" scribed on the sides facing the respective section quadrants, thence run N.86°45'54"E. along the South line of the Southwest 1/4 of said Section 14 a distance of 2,442.50 feet to the South 1/4 corner of said Section 14, said corner being a recovered 6" x 6" concrete monument with "1/4 S" scribed on the South face; thence N.0l°13'17"W. a distance of 75.05 feet to a set point being a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", lying on the Northerly line of the existing 75 foot wide City of Cocoa easement, said point being the POINT OF BEGINNING of the herein described parcel; thence S. 86°45'54"W. along said Northerly line of the existing easement and parallel with and 75 feet North of by perpendicular measurement from said South line of the Southwest 1/4 of Section 14 a distance of 361.19 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southwesterly corner of said parcel; thence N. 03°14'06" W. a distance of 450 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northwesterly corner of said parcel; thence N.86°45'54"E. a distance of 450.00 feet to a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Northeasterly corner of said parcel; thence S.03°l4'06"E. a distance of 456.26 feet to a point lying on said Northerly line of the existing City of Cocoa easement, said point also being a set #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24" marking the Southeasterly corner of said parcel; thence N.89°l2'08"W. along said Northerly line of the existing City of Cocoa easement and parallel with and 75 feet North of by perpendicular measurement from the South line of the Southeast 1/4 of said Section 14 a distance of 89.03 feet returning to the POINT OF BEGINNING of said parcel, containing 4.655 acres more or less.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 10-24-32-0000-00-005

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #I
(ORB 1012, PG. 198)

Parcel 10-24-32-0000-00-005

Description:

Beginning at a point on the North line of Section 10, Township 24 South, Range 32 East, Orange County, Florida, 2326.09 feet North 83°21’14” West of the Northeast corner of said Section 10, run North 11°35’45” West 196.09 feet, thence North 78°24’15” West 208.71 feet, thence South 11°35’45” West 308.71 feet, thence South 78°24’15” East 208.71 feet, thence North 11°35’45” East 112.62 feet to the point of the beginning. (Less the Northerly 100 feet thereof for a road right-of-way.)

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 04-24-32-0000-00-001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #J
(ORB 1012, PG. 198)

Parcel 04-24-32-0000-00-001

Description:

Commence at a point on the East line of Section 4, Township 24 South, Range 32 East, Orange County, Florida, 492.47 feet North 0°45’43” East of the Southeast corner of said Section 4, run North 78°14’18” West along the centerline of the Wewahootee Grade 1702.54 feet for a point of beginning; run thence North 78°14’18” West 208.71 feet, thence North 11°45’ 42” East 308.71 feet, thence South 78°14’18” East 208.71 feet, thence South 11°45’42” West 308.71 feet to the point of the beginning. Subject to a right-of-way over the Southerly 100 feet for road purposes.

# CONSENT FORM

## MUNICIPAL PLANNING BOARD

**STATE OF FLORIDA**
**COUNTY OF ORANGE**

Before me, the undersigned authority, this day personally appeared The City of Cocoa hereinafter

"Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.0413, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 05-24-32-0000-00-002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.
Notary Public, _____
State of Florida at Large
My Commission Expires:

By: _____
Print Name: Stockton Whitten
Title/Officer: City Manager
Company: City of Cocoa

***NOTE: One consent form must be completed for each parcel included within an annexation request**

City of Cocoa
Well Site #K
(ORB 1012, PG. 198)

Parcel 05-24-32-0000-00-002

Description:

Commencing at the Southwest Corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet to the point of the beginning; thence continuing along said centerline a distance of 208.71 feet; thence Southerly at a right angle to said centerline a distance of 308.71 feet; thence Westerly parallel to said centerline a distance of 208.71 feet then Northerly at a right angle to said centerline a distance of 308.71 feet to the point of beginning; subject to a right of way over the Northerly 100 feet for road purposes.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-534 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee. (Deputy Mayor Hearn) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | FW_ Invoices for City of Cocoa.pdf<br>Invoice-0000105.pdf<br>Invoice-0000095.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Stockton Whitten, City Manager
Through: Deputy Mayor Hearn
Requested Action:
Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee.

## BACKGROUND:

Deputy Mayor Hearn requested this item be placed on the agenda. Deputy Mayor Hearn previously indicated that the Gala payment would include the chamber membership for the city. The payment requests are as follows:

- Space Coast Black Chamber Gala is $1500
- Chamber Membership is $500
- Board of Directors investment fee is $1000

Deputy Mayor Hearn currently serves on the Board of Directors. There is a required investment fee for these members. As indicated above, that fee is $1000 dollars.

The city has a membership with the Cocoa Beach Chamber of Commerce which is currently $1000 dollars per year. This item is unbudgeted and Council will need to determine where the payments should come from.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

Budgeted No

## PREVIOUS ACTION:

Council previously voted at the August 13, 2024 meeting to sponsor a table in the amount of $1,500 at the Space Coast Black Chamber Gala.

## RECOMMENDED MOTION:

Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee.

**From:** Stockton Whitten
**To:** Monica Arsenault
**Subject:** FW: Invoices for City of Cocoa
**Date:** Friday, September 6, 2024 1:59:01 PM
**Attachments:** Invoice-0000105.pdf
Invoice-0000095.pdf

---

**From:** Lavander Hearn <lhearn@cocoafl.gov>
**Sent:** Thursday, September 5, 2024 10:28 AM
**To:** Stockton Whitten <swhitten@cocoafl.gov>
**Cc:** Victoria Jones <vjones@spacecoastblackchamber.com>
**Subject:** Fwd: Invoices for City of Cocoa

Good morning City Manager Whitten,

After a discussion with Victoria Jones, President of the Space Coast Black Chambers of Commerce, I realized that I made an error in my motion regarding the gala and the annual membership fee. There are indeed two separate fees, not a combined one as I had indicated.

Could you please include an item on the next agenda to correct this error? Additionally, please provide the background information from the forwarded message for the Council's review.

Please let me know if you require any further information.

Kind regards,

---

**From:** Victoria Jones <vjones@spacecoastblackchamber.com>
**Sent:** Wednesday, September 4, 2024 9:32:59 AM
**To:** Lavander Hearn <lhearn@cocoafl.gov>; Stockton Whitten <swhitten@cocoafl.gov>
**Cc:** Amber Baker <abaker@spacecoastblackchamber.com>
**Subject:** Invoices for City of Cocoa

**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**

Good Morning Deputy Mayor Hearn & Stockton,

I hope this message finds you well.

I wanted to follow up regarding the attached invoices for the City of Cocoa, specifically those related to the recent gala and the membership and board investment fees. It has come to my attention that Deputy Mayor Hearn was locked out of his email account, and our system indicates that one of the invoices remains unopened.

Could you please confirm receipt of these invoices and advise on the status of processing the payments? If there are any issues or if you require additional information, please let me know, and I will be happy to assist.

Thank you for your attention to this matter. I look forward to your prompt response.

Best regards,

***Victoria Jones***
Founder, President & CEO
Space Coast Black Chamber of Commerce, Inc.
vjones@spacecoastblackchamber.com
spacecoastblackchamber.com
(321) 294-3552 / Office



# Invoice #0000105

Issue Date: Aug 21, 2024
Due Date: Aug 31, 2024

**Space Coast Black Chamber of Commerce**
PO Box 364
Cocoa, Florida 32922-7953
United States
administration@spacecoastblackchamber.com
Phone: (321) 294-3225

**Customer Info:**
**Lavander Hearns**
**City of Cocoa**
lhearns@cocoafl.gov

## FY 2024-25 Board Member Investment Fee & Membership [L. Hearn / City of Cocoa]

| Product or Service | Quantity | Price | Line Total |
|---|---|---|---|
| Board of Directors Investment Fee<br>FY 2024-25 Investment<br>* Valid for one (1) year | 1 | $1,000.00 | $1,000.00 |
| Large Business Membership<br>* $50 processing fee waived | 1 | $500.00 | $500.00 |

| | |
|---|---|
| **Subtotal** | **$1,500.00** |
| Taxes | $0.00 |
| Invoice Total | $1,500.00 |
| Amount Paid | $0.00 |
| Balance Due | **$1,500.00** |

Thank you for becoming a member of the Space Coast Black Chamber of Commerce! * A processing fee of $50 has been waived for your first membership investment.

***Membership is renewed in the quarter of the members' anniversary date and will be invoiced for renewal at the beginning of that quarter .***

Please note that all purchases made through the SCBCC are nonrefundable and nontransferable. This policy helps us maintain our operations and continue providing valuable resources and services to our members. If you have any questions or need further assistance, please don't hesitate to reach out to us. We are here to support you and ensure you get the most out of your membership and engagement with the SCBCC. Thank you for your understanding and continued support!

# Invoice #0000095

Issue Date: Aug 19, 2024
Due Date: Aug 20, 2024

**Space Coast Black Chamber of Commerce**
PO Box 364
Cocoa, Florida 32922-7953
United States
administration@spacecoastblackchamber.com
Phone: (321) 294-3225

**Customer Info:**
**Lavander Hearns**
**City of Cocoa**
lhearns@cocoafl.gov

## 2024 Launching Black Excellence Awards Gala Ticket Invoice (City of Cocoa)

| Product or Service | Quantity | Price | Line Total |
|---|---|---|---|
| Gala Table<br>8 seats for Launching Black Excellence Awards Gala with dinner. This ticket includes a cocktail hour with a cash bar, dinner, and access to the after-party reception. | 1 | $1,500.00 | $1,500.00 |

| | |
|---|---|
| **Subtotal** | **$1,500.00** |
| Taxes | $0.00 |
| Invoice Total | $1,500.00 |
| Amount Paid | $0.00 |
| Balance Due | **$1,500.00** |

Includes company/organization name display, entry to the cocktail hour with cash bar, dinner and after-party reception access for eight (8) guests.

Thank you for your purchase! Please be aware that all sales are final and non-transferable, so ensure that all details on your tickets are correct. We look forward to welcoming you to our event.

For entry, ticket holders must present their tickets. You have the option to either print your ticket or display this digital version at check-in. Make sure to have it ready upon arrival to ensure a smooth and swift entry process.

Please note that this is a formal event and black tie attire is required. We appreciate your cooperation in adhering to the dress code and look forward to an elegant and memorable evening with you. If you have any questions or need further assistance, feel free to reach out to our Chamber Administration Team team. Enjoy the event!

ALL TRANSACTIONS ARE FINAL AND NONTRANSFERRABLE.

Ticket holders must present their tickets on entry. You can either print your ticket or present this digital version at check-in during the event.  Please email your table guest names to administration@spacecoastblackchamber.com by August 15, 2023.

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-498 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 8/22/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Requesting a change in the route for the upcoming Alzheimer's Walk 9/21/2024. (Comm. & Econ. Development Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2024
Agenda Date: September 10, 2024
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communications and Economic Development
Requested Action:
Requesting a change in the route for the upcoming Alzheimer's Walk 9/21/2024

## BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

**Original Route Request**
The Walk to End Alzheimer's, Saturday, September 21st,2024 (6:00am-2:00pm)
Harrison St.: between Riversedge and Brevard Ave.
Brevard Avenue.: between Oleander and Church St.
Church Street.: between Brevard Ave and Riverside Dr.
**Total Closure - One Day**

**Requested Route Change**
The Walk to End Alzheimer's, Saturday, September 21st,2024 (6:00am-2:00pm)
Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave (Longer route): between Oleander and Derby Street
Church St. (Short Route): between Brevard Ave. and Riverside Drive

| | |
|---|---|
| Derby St.: | between Brevard Ave and Riverside Dr. |
| Riverside Dr. | between Derby St. and Church St. returning to RFP |

**Total Closure - One Day**

## STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizensWalk to

## BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

## PREVIOUS ACTION:

The original route was approved on November 28, 2023

## RECOMMENDED MOTION:

Request Council approval for the route change listed in this request



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-536 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and development of Affordable Housing within the Michael C. Blake Subdivision located in the Diamond Square Redevelopment Area. (City Manager) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | RFPMCBSubdivision.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Stockton Whitten, City Manager
Through:
Requested Action:
Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and development of Affordable Housing within the Michael C. Blake Subdivision located in the Diamond Square Redevelopment Area.

## BACKGROUND:

This Request for Proposal (“RFP”) is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 - s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes.

The RFP (Exhibit A) invites developers and interested parties to submit a proposal to purchase all parcels within the subdivision and surrounding parcels. This RFP is substantially based on the RFP recently used by the Cocoa CRA for a different property located at 603 Brevard Avenue and the City for property located at 915 Florida Avenue should already be familiar to the City Council. The intent section of the RFP is outlined as generally as follows.

1. The City of Cocoa will sell the property identified in Exhibits “A” and “B” to develop, construct, and sell single family affordable housing units consistent with the CRA’s and City’s policies and objectives located within the Diamond Square Community Redevelopment Area in Cocoa,

Florida.

2. The City of Cocoa is fee-title owner of the subject Property. The City intends to provide site control by fee-simple conveyance, subject to final approval by City Council. The Property will be sold to the successful developer pursuant to the terms and conditions of a Development Agreement. The Property will be sold on an “as-is” basis and conveyance will occur after site-plan approval.

3. The City is seeking proposals that offer the opportunity to develop the greatest number of affordable housing units within the subdivision.

4. The homes must meet the minimum living area square footage of 1,200 sq. feet and must not exceed the current maximum HUD sales price of $273,000.

5. It is the City’s intent that as an affordable housing development the homes must benefit buyers with household income levels ranging from 30% to 120% of Brevard County’s Area Median Income (AMI).

6. The successful developer will be required to obtain all required permits for construction. It shall be the responsibility of the proposers to diligently conduct additional research to verify permitting requirements for the project.

7. The City will consider the following incentives to facilitate the project:

    a. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
    b. Streetscape improvements within the right-of-way.
    c. Waiver of certain permit fees.
    d. Waiver of certain impact fees.

8. The selected proposer/s must be able to commit to complete construction, with certificates of occupancy, of the affordable housing development of all homes within the subdivision within twelve (12) to sixteen (16) months from the date that the site plan is approved by the City.

The selected developer will be required to enter into a binding development agreement with the City which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

## STRATEGIC PLAN CONNECTION:

Redevelopment of vacant property for Affordable Housing in a Community Redevelopment Area.

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase/disposal of surplus real estate for the development of affordable housing in the Michael C. Blake subdivision and other selected parcels located in the Diamond Square Redevelopment Area.

# REQUEST FOR PROPOSAL

**P-24-??~~10~~-COC**

**FOR THE PURCHASE/DISPOSAL OF SURPLUS REAL ESTATE FOR THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE MICHAEL C. BLAKE SUBDIVISION IN COCOA FLORIDA 32922 SITUATED IN THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA**




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**REQUEST FOR PROPOSAL**
**FOR THE PURCHASE/DISPOSAL OF**
**SURPLUS REAL ESTATE FOR THE**
**DEVELOPMENT OF AFFORDABLE HOUSING**
**IN THE MICHAEL C. BLAKE SUBDIVISION**
**AND OTHER SELECTED PARCELS IN**
**COCOA FLORIDA 32922 SITUATED IN THE**
**DIAMOND SQUARE COMMUNITY**
**REDEVELOPMENT AREA**

This Request for Proposal **("RFP")** is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 – s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes. The City of Cocoa, Florida a municipal corporation existing under the laws of the State of Florida invites Proposers to submit their qualifications, approach, conceptual design, financial and other terms for the Proposer to develop, design, permit, construct, finance, affordable housing in the Michael C. Blake Subdivision and other selected parcels located in the Diamond Square Community Redevelopment Area. The subdivision plat and Individual parcel identification numbers are attached as Exhibits "A" and "B".

Although subject to change at the City's discretion, a current schedule of City known actions and deadlines regarding this RFP are as follows:

| Action | Date |
|---|---|
| RFP Advertised: | Wednesday, Month, Day, 2024 |
| Optional Pre-Bid Meeting and Site Visit | Tuesday, Month, Day, 2024 |
| Deadline for Respondent Questions: | Monday, Month, Day, 2024 |
| **Proposal Submission Deadline:** | **Tuesday, Month, Day, 2024** |
| Proposal Review | TBD |
| Presentations before Ranking Committee (Optional): | TBD |
| City Council consideration of proposals – authorize negotiations with selected proposer | TBD |
| City Council consideration of negotiated Project Agreement with selected proposer | TBD |

**Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the Office of the Purchasing Manager will be the official authority for determining late responses.**

**One (1) original (MARKED "ORIGINAL") and five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-24-??-COC. Respondent name and return address must be clearly identified on the outside of the envelope.**

**SECTION I. BACKGROUND**

The City of Cocoa owns multiple parcels located within the Diamond Square Community Redevelopment Area, and in accordance with the Diamond Square CRA's Redevelopment Plan, seeks to redevelop the parcels as a vibrant, active, dynamic keystone development that will further the City's and Community Redevelopment Agency's goals and objectives. The City desires a project that has the ability to provide affordable housing in the Michael C. Blake Subdivision (Exhibit "A") and on the parcels identified in Exhibit "B". This RFP has been issued in accordance with Section 163.380, Florida Statutes. As such, the City shall consider all such proposals consistent with this RFP and the financial and legal ability of the persons making such proposals to carry them out; and the City may negotiate with the selected proposer for the purchase, lease, or other transfer of the subject property for purposes of constructing an affordable housing project and meeting the objective of this RFP. The City may accept such proposal and negotiate a written agreement as it deems to be in the public interest and in furtherance of the purposes of the Act and the CRA's Redevelopment Plan.

The Project Agreement, if successfully negotiated, shall be subject to such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP. The Project Agreement, if successfully negotiated by the parties and approved by the City Council, shall obligate the proposer to close on the conveyance of the subject property and devote the subject property to an affordable housing project and shall obligate the proposer to comply with such other requirements as the City of Cocoa may determine to be in the public interest, including the obligation to begin any improvements on such real property within a reasonable time and complete construction within the development schedule required by the City of Cocoa.

The parcels are currently zoned for Single-Family Residential Development (RU-1-7), for high quality residential development. The future land-use for the parcels is Medium Density Residential. Overall, the aim is to create vibrant, sustainable neighborhoods that provide a range of housing options while integrating well with the existing community fabric. This density helps support walkable communities and can make it easier to provide local services and amenities. A map of the subject parcels is included in this RFP. An affordable housing development is expected to serve as a catalyst for redevelopment in the Diamond Square Community Redevelopment Area and the City of Cocoa. Proposals submitted under this RFP should be attractive, stimulate additional development activity, and substantially add to the vibrancy of Diamond Square.

Respondents should review and evaluate the applicable Comprehensive Plan and Zoning Code requirements to determine the development requirements for these land uses and zoning designations before submitting a proposal.

The Diamond Square area of the City of Cocoa is located on the southern border of the City and encompasses those parcels on the western boundary of the Florida East Coast Railroad ROW, south to Rosa L. Jones Dr., north to School St., and west to Pineda St. This area is the original African American settlement area in the City of Cocoa. The Diamond Square Community Redevelopment Area was established in 1998 in accordance with Chapter 163.355, Florida Statutes. Goal number 2 of the Redevelopment Plan is to Increase Partnerships with Housing Developers. A partnership with developers in Diamond Square would transform the community, providing affordable housing units for

homeownership opportunities. Cocoa is a unique, vibrant and diverse community situated in the heart of the Space Coast along the Indian River in Brevard County. The City serves as the gateway to the Space Coast's beautiful beaches and activities, and Central Florida's many amenities. The Metropolitan Area which includes the City of Cocoa, according to the Milken Institute, has the second-best performing economy in the United States and is rated the third Best Place to Live in Florida per US News and World Report. Recently, Brightline extended their commuter rail system from South Florida, through Cocoa, to Orlando, expanding opportunities in the Central Florida region. Earlier this calendar year Brightline announced that the City of Cocoa will be the location of a new Brevard Brightline Station.

The development site is situated within Diamond Square, a short distance to Historic Cocoa Village and the Heart of Cocoa. Diamond Square is home to historic landmarks such as the Historic Moore Center, home of the Leon & Jewel Collins Museum of African American History and Culture; the Historic Monroe Center, home to Emma Jewel Charter Academy; and Provost Park. Several families in Diamond Square provided significant contributions to the growth and development of the community and the City. Cocoa is merely minutes to attractions such as Port Canaveral's cruise port (the world's busiest cruise port), Kennedy Space Center, the Brevard Zoo, and the USSSA sports complex.

**SECTION II. PROPERTY DESCRIPTION**

The Subject Property consists of seventeen (17) parcels. The parcels combined represent 2.83 acres of Residentially zoned land. The parcels are currently platted as part of the Michael C. Blake Subdivision. (See Plat attached as Exhibit "A").

The future land-use for the Subject Property is "Medium Density Residential". The RU-1-7 Zoning requires the following bulk regulations: Minimum living area – 1,200 sq. ft. and maximum height – thirty-five (35) feet. The minimum yard setbacks were recently modified by City Council and include the following requirements:

- Front setback – Twenty (20) feet
- Side interior setback – Five (5) feet
- Side corner setback – Ten (10) feet
- Rear setback – Ten (10) feet

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet. However, any project developed on the subject property will be subject to a concurrency evaluation in accordance with applicable law.

The City is not aware of any known soil or groundwater contamination that may adversely affect development, but developers will be required to conduct their own due diligence regarding the property and provide copies of any environmental reports to the City of Cocoa. The site had been vacant since the City of Cocoa acquired the subject property for redevelopment in 2016, however five homes were constructed and sold this year.

**SECTION III. INTENT**

1. The City of Cocoa will sell the property identified in Exhibits "A" and "B" to develop,

construct, and sell single family affordable housing units consistent with the CRA's and City's policies and objectives located within the Diamond Square Community Redevelopment Area in Cocoa, Florida.

2. The City of Cocoa is fee-title owner of the subject Property. The City intends to provide site control by fee-simple conveyance, subject to final approval by City Council. The Property will be sold to the successful developer pursuant to the terms and conditions of a Development Agreement. The Property will be sold on an "as-is" basis and conveyance will occur after site-plan approval.

3. The City is seeking proposals that offer the opportunity to develop the greatest number of affordable housing units within the subdivision.

4. The homes must meet the minimum living area square footage of 1,200 sq. feet and must not exceed the current maximum HUD sales price of $273,000.

5. It is the City's intent that as an affordable housing development the homes must benefit buyers with household income levels ranging from 30% to 120% of Brevard County's Area Median Income (AMI).

6. The successful developer will be required to obtain all required permits for construction. It shall be the responsibility of the proposers to diligently conduct additional research to verify permitting requirements for the project.

7. The City will consider the following incentives to facilitate the project:

    a. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
    b. Streetscape improvements within the right-of-way.
    c. Waiver of certain permit fees.
    d. Waiver of certain impact fees.

8. The selected proposer/s must be able to commit to complete construction, with certificates of occupancy, of the affordable housing development of all homes within the subdivision within twelve (12) to sixteen (16) months from the date that the site plan is approved by the City.

**SECTION IV. HIGHLIGHTED REQUIREMENTS**

The City is seeking an experienced and well-financed developer that is capable of purchasing all identified lots to develop and construct affordable housing on all lots within the timeframe specified within this RFP. The Proposer must first submit a proposal meeting the requirements of this RFP including submitting elevation drawings or other photos/illustrations and conceptual site development plan. Proposals will then be evaluated and ranked by a committee appointed by the City Council. The

**Commented [BD1]:** We are going back to City Council on August 13 to have the committee members approved.

top ranked proposer will then be invited to negotiate the terms and conditions of a written project agreement with the City. The selection of the top ranked proposer does not in any way form a contract with the City. Rather, it is simply an invitation to commence negotiations with the City to draft a mutually agreeable project agreement which shall be subject to consideration and final approval by the City Council. No guarantees or representations whatsoever are given by the City that the selected proposer will be able to successfully negotiate a written project agreement with the City Council, and neither is the City obligated or required to provide an executable project agreement. If selected and invited to negotiate a project agreement, the negotiation period shall not exceed three (3) months and can be terminated at any time by the City Council. Upon expiration or termination of the negotiations, the City Council may choose to negotiate with any other proposer or terminate the RFP at the City Council's sole and absolute discretion. A contract is formed with the City only at such time the City Council and selected proposer approve and execute the written project agreement. Otherwise, the selected proposer, regardless of the fact that a proposal was submitted, and the parties negotiated, has no rights whatsoever to acquire the subject property and/or construct a mixed-use project on the property.

The project agreement is expected to address the agreed upon terms and conditions of the project including, but not limited to, the proposed conceptual site development plan, building elevations, covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPMENT project, and such other design, permitting, financial, development schedules, and construction terms and conditions deemed necessary by the City.

**SECTION V. PROPOSAL REQUIREMENTS**

Each firm must satisfy the minimum requirements listed below to be considered. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. **All decisions made by the City Council shall be deemed Final.** All Proposers must demonstrate the following:

COVER LETTER

Proposer shall submit a letter of interest *signed by an authorized representative that can contractually obligate and bind the firm making the Proposer*. The Proposer or authorized representative is attesting that the information provided is current and factual.

The letter shall include:

- Date
- Proposers Information (history, length of existence & business structure)
- Representatives Contact Information (telephone number and email address)
- Proposer's federal taxpayer identification number
- Confirmation of Proposer meeting **ALL** minimum requirements
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)
- A detailed description of the nature and status of any pending or completed litigation claims made, contract disputes, alleged defaults and liens arising in connection with the performance of any services by your company or by current or former members of your firm, within the last three years. If proposer intends to utilize subcontractors

or sub-consultants, provide similar information for the subcontractors/sub-consultants.

**Anonymous proposals or proposals submitted by third parties claiming to be acting on behalf of the firm who will be responsible for contracting with the City and completing the SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPMENT will not be accepted.**

**TABLE OF CONTENTS**

Include a clear identification of the materials included in the Proposal by numbering them and providing the proper page number.

**QUALIFICATIONS (TAB 1)**

**PROPOSER/COMPANY QUALIFICATIONS**

- A detailed summary of the developer's experience in being the lead developer for the acquisition and development of affordable housing and/or housing developments.
- A brief description of at least (3) most comparable projects that the developer has served as the lead developer and has successfully completed.

**NOTE: The use of past project photos, renderings and graphics from the developer's previously completed projects are highly encouraged, and the lack of such photos, renderings and graphics in the proposal may be construed by the City that the developer is lacking the experience that the City is seeking for this project.**

**TEAM QUALIFICATIONS**

- Team members and credentials
- Include information for the proposed Master Planner, Architect, or Contractor for the project
- Provide up to two comparable projects undertaken, as part of this team or separately by each professional. (Note which projects the professional consultants and contractors provided the services on behalf of the Proposer).
- Team credentials include, but are not limited to, specialized qualifications, education and experience. Brief background outlining relevant work performed within the last five (5) years.
- Provide the Florida registration numbers of professional personnel.

**PROPOSED USE (TAB 2)**

**PROPOSED USE OF SITE**

- Describe the proposed use of the site.
- Include conceptual plans, elevations, and renderings, etc.
- A conceptual site development plan, drawn to scale, evidencing that the plan will satisfy current zoning requirements.
- Colored renderings of the site and front, back and side elevations of building (s) and

decorative structures such as hardscape features and entrance signs.

- **Requested Waivers.** A summary of any relief to be proposed from the Land Development Code or a summary of any relief to be proposed from fees associated with site plan review of the property.

**PROPOSED COMPLETION TIME**

- Describe proposed completion time for this project, outline time frames for site planning, permitting, construction, etc.

## FINANCIAL REQUIREMENTS (TAB 3)

**FINANCIAL ABILITY**

- Provide sufficient evidence of secured financing, or having the ability to secure all required financing no later than the time of committing to complete the mixed-use development project by contract with the City of Cocoa. Evidence of financial resources to complete the proposed project in a timely fashion and provide long-term financial support to the project after built is a material and absolute minimum requirement. Proposers with speculative, highly contingent, or unsubstantiated financial resources should not submit a proposal under this RFP because they will not be considered by the City.

- Funding Mechanism. Explain the proposed funding mechanism amount (i.e. how the development will be funded) timeframe and terms. The proposer is responsible for all building and other permits and fees which are associated with the proposed project unless otherwise contractually noted. Prospective bidders may submit bank documents that support their application.

**NOTE:** This evidence can be shown by the Proposer's audited or compiled financial statements, or signed letters from banks or equity sources with verifiable funds to complete the project. Such letters must be on bank or equity source letterhead and include details of the financial entity's experience in working with the Proposer on similar- sized or larger projects and their willingness to consider funding the proposed project subject to successful negotiations and due diligence.

## CONFIDENTIAL INFORMATION:

Pursuant to **section 119.071, Florida Statutes,** any financial statements that the CRA requires to be submitted may be exempt from the Public Records Law. **Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed."** By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential

knowingly or unknowingly be released as the result of a public records request.

**REQUIRED FORMS (TAB 4)**

**FORMS** All Forms required by the RFP shall be fully executed by the Proposer and submitted. Refer to *Section 6*.

1. A signed Proposal Form **(Exhibit "C").**

**SECTION VI. PRE-PROPOSAL CONFERENCE.**

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Appropriate staff will be in attendance. Notice of such pre-proposal conference will be posted by the City. Relevant documents such as the Parking Study will be available on the City website (https://www.cocoafl.org/DocumentCenter/View/14775).

**SECTION VII. PROPOSAL PACKAGE**

Please submit One Original marked "Original" and five (5) copies of the Proposal and one (1) electronic copy on CD or USB Flash Drive in PDF format.

**SECTION VIII. DELIVERY**

Proposals should be marked "**PROPOSAL FOR MCB SUBDIVISION**" and delivered:

(1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or

(2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

**SECTION IX. SUBMITTAL DEADLINE.**

The deadline to submit proposals shall be **3:00 p.m**. local time on **Tuesday, October 22, 2024.** Proposals received after the specified time and date **will not** be considered. The CITY will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

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**SECTION X. SELECTION AND PROJECT AGREEMENT**

Proposals will be ranked in accordance with and must meet the RFP selection criteria in the attached Exhibit "D". Evaluation committee members shall review and rank all qualified proposals which will then be presented to City Council for selection and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan and other master planning documents of the City and CRA. Qualified proposals received by the CITY will be presented to the Cocoa City Council for consideration of ranking all qualified proposals for purposes of determining which proposer, if any, will be invited to commence negotiating the terms and conditions of the project agreement. The proposal selected is only considered preliminary information to consider in negotiating the project agreement and is not considered a contractual offer. Selection of a proposer to negotiate shall not in any way form a contract with the City. All terms and conditions of the project agreement are subject to negotiations and must be in a separate legal written instrument approved and executed by both the City Council and proposer. All other verbal and written communications between the City and employees and any proposer including, but not limited to, those made during the selection and negotiation process shall not constitute a contract. The City reserves the right, at its sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a proposal at any time. Any binding agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council and shall be in writing and dependent on numerous factors including the Proposer's ability to accept the terms and conditions of a mixed-use development project which the City finds desirable and in the public interest. Other written agreements with the City of Cocoa will be required to construct the mixed-use development project, and such agreements will be a condition in the project agreement with the City, but negotiated and approved separately with the City in accordance with applicable requirements and procedures of the City of Cocoa.

**SECTION XI. INQUIRIES AND QUESTIONS.**

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Contract Manager, Brian Dale 321-433-8833, or email bdale@cocoafl.gov. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the CRA as having received an original RFP.

**PROPOSERS AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.**

**SECTION XIII. CITY AND AGENCY RESERVATIONS**

A. The City reserves the right to:

(1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission and proposal requirements, with the exception that a written project agreement is required and necessary to bind the City.

(2) Hear presentations from the top-rated firm(s).

(3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

(4) Waive irregularities in the proposals.

(5) Reject or refuse any or all proposals.

(6) Modify, cancel and withdraw this RFP at any time.

(7) Negotiate with any or all Proposers to obtain terms most beneficial to the City, and impose such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a mixed-use development project.

(8) Terminate negotiations with any proposer for any reason and at any time, without recourse against the City and its officials and employees.

(9) Select the proposal which, in its sole and absolute discretion, best serves the interest of the City.

(10) Require the proposer to comply with any and all City of Cocoa code requirements as a condition of permitting and constructing the mixed-use project, and such compliance will be determined in the City of Cocoa's sole and absolute discretion.

**SECTION XIV. BID SECURITY and COST REIMBURSEMENT.**

In order for a proposal to be considered by the City during this RFP process, the proposer shall be required to furnish security in the form of a Security Proposal Bond issued by a surety acceptable to the City, postal money order, certified check, cashier's check, or irrevocable letter of credit in the amount of $15,000 payable to the City ("Security"). Failure to furnish the Security in the proper form and amount, by the time set for the opening of the proposals, shall be cause for the rejection of the proposal. The Security will be returned to unsuccessful proposers as soon as practicable after the City has selected and invited a proposer to commence negotiations of a project agreement, and such negotiations have commenced.

With respect to the proposer selected by the City Council to negotiate a project agreement, if the proposer accepts the invitation to negotiate the project agreement, the Security shall be maintained by the City and returned to selected proposer only upon the selected proposer successfully negotiating a project agreement and later obtaining site plan approval by the City of Cocoa and closing on the purchase of the subject property. However, the City may immediately claim payment of the Security if the selected proposer commences negotiations, and either of the following three events occurs for any reason

whatsoever: (1) negotiations are terminated by the City Council or proposer without obtaining approval and execution of a written project agreement, or (2) site plan approval is not obtained from the City in accordance with the terms and conditions of an approved written project agreement, or (3) the closing on the property does not occur and the written project agreement is terminated, then the selected proposer shall be liable to reimburse the City for all labor, fees and expenses incurred by the City including, but not limited to, staff time, consultant fees, and attorney's fees related to this RFP and any implementation of the written project agreement should it be approved and executed by the City Council and proposer. Upon submittal of the Security required hereunder, the proposer hereby agrees that such actual labor, fees and expenses are difficult to ascertain at this time, but such labor, fees and expenses are estimated to be at least equivalent to the full amount of the Security, and such Security is a fair representation of the anticipated cost of labor, fees and expenses that will be incurred by the City and subject to reimbursement. As an economic incentive and City contribution to the approved mixed-use project, the Security will be returned to the selected proposer if the closing on the City property occurs in accordance with the terms and conditions of the written project agreement.

**SECTION XV. DISCLOSURE**

(1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.

(2) All proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore, certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

(3) No contractual, legal, equitable or development rights of any kind are afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and such parties shall participate equally in drafting such agreement during the negotiation process.

(4) PUBLIC ENTITY CRIMES— 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for 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 Section 287.017 Florida Statutes, for CATEGORY TWO for

a period of 36 months from the date of being placed on the Convicted Vendor List. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City.

(5) The City is not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City will not be liable or responsible for any claims for damages or equitable relief resulting from the City's exercise of its discretion to approve or reject any proposal submitted in furtherance of this RFP. Nothing contained in this paragraph or elsewhere in this RFP is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability in any respect whatsoever including, but not limited to, in an action based on a tort, beyond the limits established in said Section 768.28 Florida Statutes.

**EXHIBIT "A"**

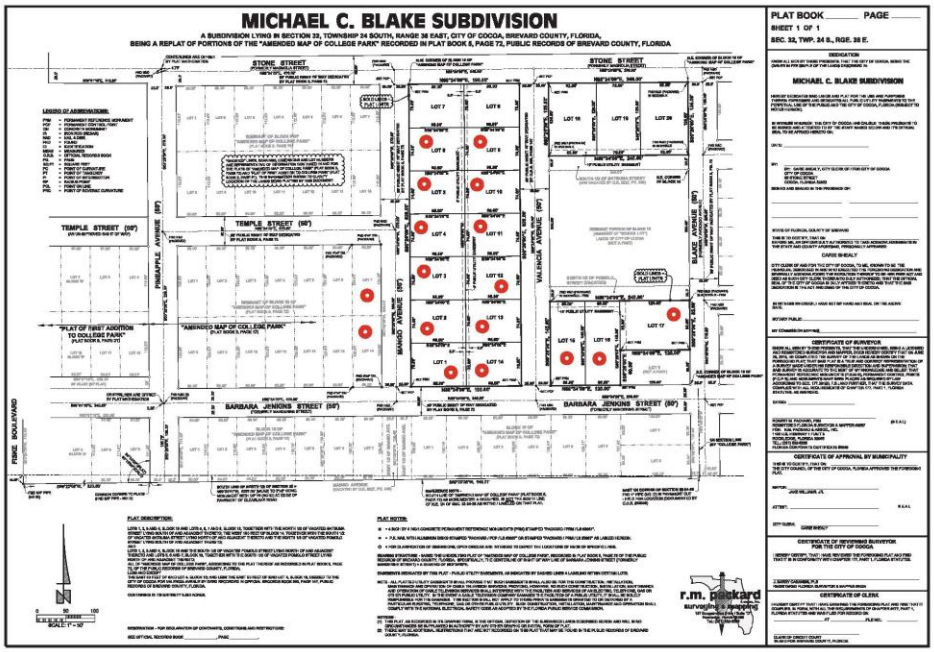

MICHAEL C. BLAKE SUBDIVISION
A SUBDIVISION LYING IN SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA,
BEING A REPLAT OF PORTIONS OF THE "AMENDED MAP OF COLLEGE PARK" RECORDED IN PLAT BOOK 8, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
PLAT BOOK _____ PAGE _____
SHEET 1 OF 1
SEC. 33, TWP. 24 S., RGE. 36 E.
STONE STREET
TEMPLE STREET (50')
BARBARA JENKINS STREET (50')
PINEAPPLE AVENUE (50')
BOARD AVENUE (50')
VALENCIA AVENUE (50')
BLAKE AVENUE (50')
FIRE BOULEVARD
"PLAT OF FIRST ADDITION TO COLLEGE PARK"
"AMENDED MAP OF COLLEGE PARK"
DEDICATION
CERTIFICATE OF SURVEYOR
CERTIFICATE OF APPROVAL BY MUNICIPALITY
CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA
CERTIFICATE OF CLERK
PLAT DESCRIPTION:
PLAT NOTES:
r.m. packard surveying & mapping

**EXHIBIT "B"**

| PCN # | Address | Size | Zoning |
|---|---|---|---|
| 24-36-32-07-*-1 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-2 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-3 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-4 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-5 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-6 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-9 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-10 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-11 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-12 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-13 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-14 | None assigned | .16 | RU1-7 |
| 24-36-32-07-*-15 | None assigned | .20 | RU1-7 |
| 24-36-32-07-*-16 | None assigned | .20 | RU1-7 |
| 24-36-32-07-*-17 | None assigned | .23 | RU1-7 |
| 24-36-32-CC-13-7 | None assigned | .14 | RU1-7 |
| 24-36-32-CC-13-14 | None assigned | .14 | RU1-7 |

**EXHIBIT "C"**
PROPOSAL COMMITMENT FORM

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the Cocoa City Council and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the Cocoa City Council that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums including, but not limited to, the Bid Security requirements. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the Cocoa City Council will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the Cocoa City Council shall have the sole discretion to rank, select and negotiate with any proposer under this RFP. The ranking and selection of a proposer to negotiate the terms and conditions of a written project agreement by the City does not guarantee that a written project agreement will be approved by the City Council. Without limiting any other provision in the RFP, the Proposer hereby agrees that no contractual, legal, equitable or development rights of any kind is afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and the selected proposer shall participate equally in drafting such agreement during the negotiation process. The Proposer hereby waives any and all rights to claim or bring any legal action in equity or law against the City of Cocoa that submittal of a proposal, or selection of a proposal by the City Council to negotiate a written project agreement, constitutes a contract or other binding commitment on the City. The Proposer understands and agrees that only a written project agreement approved at a duly held public meeting and executed by the City Council will be binding on the City.

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City on Monday, August XX, 2024.

| | |
|---|---|
| Name of Company/Organization | Signature of Authorized Principal |
| Printed name/title of Principal | Phone |
| E-mail address | Fax |

**Exhibit "D "**
Evaluation Criteria

**Proposer Name:** _____

**Evaluator:** _____

| Evaluation Criteria | Maximum Weight |
|---|---|
| Professional Abilities/Experience | **20%** |
| Development Concept and Project Design | **30%** |
| Financing Plan | **20%** |
| Development Schedule | **30%** |

**Evaluator Comments:**

**Professional Abilities/Experience**

_____

_____

_____

_____

_____

**Development Concept and Project Design**

_____

_____

_____

_____

_____

**Financing Plan**

_____

_____

_____

_____

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**Development Schedule**

_____

_____

_____

**EXHIBIT "E"**

Cocoa CRA Redevelopment Plan

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-472 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Agenda Ready | |
| **File created:** | 8/13/2024 | | **In control:** | City Council | |
| **On agenda:** | 9/10/2024 | | **Final action:** | | |
| **Title:** | Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of $2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement, if necessary. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Resolution No. 2024-087 for Comp Bid.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2024
Agenda Date: September 10, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of $2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement, if necessary.

## BACKGROUND:

The City has been insured with Florida League of Cities' Florida Municipal Insurance Trust since October 1, 2001. The current policy covering general liability, automobile, and property coverage expires September 30, 2024. The Florida League of Cities has submitted a one-year renewal proposal, making the total renewal premium $2,175,690. This proposal represents an overall increase of $511,504 (31%) based on the FY2024 premium of $1,664,285. There has been a significant increase in the insured property asset values which is the largest impact to the renewal.

Under the Finance Operations Manual, Section 12.2 Purchasing Procedures, the City Council may determine exceptions to competitive sealed bidding, under particular circumstances, if such exception is deemed in the best interests of the City and authorized by law. City Staff recommends to waive competitive bidding for this purchase so the City can remain a member of the FMIT for an additional year. The additional services and offers of coverage and services received from FMIT are

not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

At the regular City Council Meeting on September 10, 2014, as part of the General Insurance Program renewal for Fiscal Year 2015, the staff report outlined key differences of the FMIT policy compared to a competitor. Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the *SynergyNDS* Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery. For example, in the event of a natural disaster in which the City suffers extensive property damage, this turnkey recovery program will eliminate the City's upfront out-of-pocket expense associated with an insured property loss, expedite the overall claim and recovery process while allowing members the flexibility to have it done in coordination with the City's requirements, and provide real time reporting and experienced project management at no additional cost to the City.

A summary of the City's FY2025 renewal is:

General Liability 2024 / 2025 Premium - $599,283
The General Liability (GL) premium is based on the loss data from the prior three years and the upcoming fiscal year's projected payroll. Using both of these factors, the proposal represents a $49,302 or approximate 8% increase based on the FY2024 premium of $549,981.

Auto Liability & Physical Damage 2024 / 2025 Premium - $303,351
This proposal represents a $27,573 or 9% increase based on the FY2024 premium of $275,778. The City continues to monitor vehicle accidents and attempts to limit the liability for our City vehicles. This premium also fluctuates based on vehicle replacements.

Property Coverage 2024 / 2025 Premium - $1,273,155
This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. This proposal represents a $434,629 or 52% increase based on the FY2024 premium of $838,526. This is a significant increase due to the increase of property asset values due to the City adopting the values of a resent asset survey that was conducted.

An asset survey was conducted by Synergy this year to catalog the City's property in a database. This hasn't been completed since 2017; therefore, the City's property values were under valued significantly. The total insured value increased with this renewal changed the covered insured assets from approximately $157,000,000 to $237,000,000. This major increase is not unique to Cocoa and all property owners and municipalities are suffering from the substantial premium increases.

Alternative property renewal scenarios were explored by Gehring Group, the City's insurance broker, to help reduce the overall property renewal. Doing so though would increase the City's risk in the event of a Named Storm (hurricane) event. Staff recommends the accepting the renewal with no

change in benefits. The potential premium savings with increasing the hurricane deductible is not recommended due to it not having a large impact on the property premium.

Overall, the FMIT policy is increasing by 31%. The insurance expenses are split between multiple account lines and those are broken down below in the budgetary impact section. The City has budgeted this item in the proposed Fiscal Year 2025 budget.

## STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted (in Proposed FY25) | Yes |
| If not budgeted, is amendment/transfer attached? | N/A |

There are some smaller ancillary insurance policies within the City Manager's spending authority that do not come to City Council for approval but are in the proposed budget. The total budgetary impact for this insurance renewal is $2,175,789 and is split by Fund/Account below.

| | | |
|---|---|---|
| Account Name | Insurance | |
| Amount Requested | General Liability | |
| Account Number | $371,555 | 001-1600-513.45-00 |
| | $221,735 | 421-4010-536.45-00 |
| | $5,993 | 423-3570-538.45-00 |

| | | |
|---|---|---|
| Account Name | Insurance | |
| Amount Requested | Auto Liability/Physical Damage | |
| Account Number | $136,508 | 001-1600-513.45-00 |
| | $157,743 | 421-4010-536.45-00 |
| | $9,101 | 423-3570-538.45-00 |

| | | |
|---|---|---|
| Account Name | Property Insurance | |
| Amount Requested | | |
| Account Number | $369,215 | 001-1600-513.45-00 |
| | $903,940 | 421-4010-536.45-00 |

## PREVIOUS ACTION:

The City Council at its September 26, 2023 meeting, approved a one-year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024, pending approval of the FY2024 budget.

## RECOMMENDED MOTION:

Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of $2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to Execute the Agreement, if necessary.

**RESOLUTION NO. 2024-087**

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 10th day of September, 2024.

_____

**Michael C. Blake, Mayor**

ATTEST:

_____

**Monica Arsenault, CMC, City Clerk**

**EXHIBIT "A"**

To Resolution No. 2024-087

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source to Florida Municipal Insurance Trust (FMIT), for the City's property, auto, and liability insurance policy. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the SynergyNDS Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-527 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Bi-weekly Report from August 26 - September 6, 2024. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Council bi-weekly report.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from August 26 - September 6, 2024.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Informational Only.



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**Office of the City Manager**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: August 26 – September 6, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

## Administrative Services

- Records request stats: 14 received/ 10 closed out - $33.12 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Madison Bailey – Environmental Analyst I, Utilities/Administration, September 3, 2024
  - Shaun Moulton – Utility Field Service Representative, Finance/Field Services, September 3, 2024
  - Thomas Wilkinson – Code Enforcement Manager, Police/Code Enforcement, September 3, 2024
  - Summer Wooten – Customer Service Representative, Finance/Customer Service, September 3, 2024
- Recent promotions
  - N/A
- Upcoming retirements
  - Terri Schuh – Utility Billing Clerk, Finance/Customer Service, October 2, 2024 (12 years of Service)

## Communication and Economic Development

- Media Stories:
  - Lee Wenner Park Parking Lot, Boat Ramps and T-Dock will Close for Construction to Expand Parking Capacity
  - Amazon projects near completion in Daytona, Deltona. When will they open?
  - Cocoa City Council appointed Patricia Weeks to replace Matthew Barringer
  - Long awaited Amazon facilities to open in Brevard County
  - Cocoa seeks developer for vacant downtown site
  - Mayor Michael Blake elected president of FLC
  - Cocoa donates semi tractor to Brevard Adult Ed
  - Cocoa seeks developer for downtown site in Historic Cocoa Village
- New News Releases:
  - Travis Park Computer Lab Grand Opening
- Upcoming Events:
  - Save the Date: City of Cocoa Economic Showcase and Business Market, January 15, 2025, 4-6:30pm, Cocoa Civic Center
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 31,478
    - Post engagement: 3,897
    - Followers: 15,822
  - Twitter
    - Followers: 3,501
  - LinkedIn
    - Post impressions: 2,892
    - Followers: 1,278
  - NextDoor
    - Impressions: 2,883
    - Members: 5,427
  - August e-newsletter (Sent 8/2/24)
    - Sent to 710 contacts
    - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails October 1, 2024.
- Upcoming special events at Leisure Services facilities:
  - **Annual Alzheimer's Association Walk to End Alzheimers**
    - September 21, 2024, 8am-12pm
    - Riverfront Park
  - **HCVMS Under the Harvest Moon Sip and Stroll**
    - September 28, 2024, 5-9pm
    - Myrt Tharpe Gazebo and Cocoa Village

**Community Services – update 8/9/24**

- **New businesses –August 1 - 21, 2024**

| Commercial Business Name / DBA | Physical Address | # FT Employees | # Pt Employees | Council District | Description |
|---|---|---|---|---|---|
| Gold Head, LLC - Barbershop | 805 N Fiske Blvd, 32922 | 1 | 0 | 2 | Full Service Barber Shop -Sunday - Saturday 9 AM - 8PM |
| Evasion Distribution, LLC | 410 Shearer Blvd, 32922 | 1 | 0 | 2 | Screen Printing & Graphic Design services mon- Friday 9AM- 4:00 PM |
| AJT Engineering, Inc | 1970 Michigan Ave Bld E | 1 | 3 | 4 | Existing Business** Location change Updated BTR# & Year. |
| Esis Services, Inc | 620 Cidco Road, 32926 | 1 | 0 | 3 | Asphalt Maintenance Office use Only - |
| Knuckle Busters Automotive, LLC | 801 Peachtree Street, 32922 | 0 | 0 | 1 | Automotive Repair Service Mon - Fri 8 AM-4PM |

**August 1-21 building inspections – 226**

**August 1-21 building permits issued – 81**

## Finance

- Interim audit has continued.
- Purchasing is working with the City Manager on advertising and RFP for the 5 acres on Florida Ave.

## Fire Department

- The FireBlast training trailer has been returned to Fire Station 1.
- Recruit Firefighters graduated from Fire School (EFSC) on May 29th,2024 and have been added to staffing as full-time employees.
- Multiple Public Relations events attended by crews.

- New Brush truck arrived August 2024 and is currently awaiting modifications at Fleet.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.

**Information Technology**

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

**Police Department Updated 8/18/24**

- Activity/Event highlights
  - Sgt. Moderson graduate of Class 57 FI Leadership Academy 8/16
  - Porcher House with Business Merchants 8/8
  - Active Assailant Training at Mike Erdman Toyota 8/2
  - Cocoa CRA 8/5
- New project/training updates
  - None
- Chief's walk highlights
  - Cambridge Dr & Vanderbilt Lane (District 4)
- Community engagement highlights/events
  - None
- Call stats-Crime Stats: January 1, 2024- August 18, 2024 (For comparison purposes January 1, 2023-August 18, 2023, data is also included)
  - Property Crimes Offenses have increased by 3%.
  - Violent Crime Offenses decreased by 7%
  - Overall, crime offenses have decreased by 1%.

- Code Enforcement stats/highlights/Activity:

**July 19, 2024-August 20, 2024**

| | |
|---|---|
| Active Cases | 43 |
| Complied Cases | 10 |
| Code Board Cases scheduled for | 4 |
| Snipe Signs Pulled | 60 |

**Highlights:**

- Working on Outstanding Business Tax Receipts.
- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.
- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

**Other Mentions:**

**Public Works**

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction
  - Parks Projects
    - Provost – Substantial Completion
    - Don Stradley Memorial Park- Substantial Completion
- Work order stats (received/closed)
  - 73 received
  - 87 closed
  - Residential Bulk Green Waste Requests This Period: 41
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - SCTPO wrapping up the Intermodal Station Feasibility Study.

**Utilities**

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – August
    - WFO Issued Work Orders – 1,124
    - WFO Completed Work Orders – 1,191
    - Hydrants Flushed – 482
    - Valves Exercised – 140
    - Utility Locate Requests – 2,373
    - SFO Issued Work Orders – 189
    - SFO Completed Work Orders – 104

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-531 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Informational Only – The City of Cocoa's Open Board Vacancies. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

## BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

### Current vacancies:

Board of Adjustment
- 1 Regular member vacancy
- 2 Alternate member vacancies

Code Enforcement Board
- 1 Alternate member vacancy

Fire Pension Board
- 2 Regular member vacancies

General Pension Board
- 1 Regular member vacancy

Planning and Zoning

- 1 Regular member vacancy
- 1 Alternate member vacancy

**Eligibility Criteria:**

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

**Application Process:**

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

## STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Informational Only.



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 24-535 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 9/6/2024 | | | **In control:** | City Council |
| **On agenda:** | 9/10/2024 | | | **Final action:** | |
| **Title:** | Planning & Zoning Project Updates Report. (City Manager) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Current Development Projects Summary September, 2024.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2024
Agenda Date: September 10, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Planning & Zoning Project Updates Report.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Informational Only.



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**Planning and Zoning**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8535
FAX: (321) 433-8685

## Current Development Projects Summary

| PROJECT NAME | LOCATION | LAST ACTION ITEM | CURRENT STATUS | PROJECT / UNITS | COUNCIL DISTRICT |
|---|---|---|---|---|---|
| Adamson Creek Phase 2 | Adamson Rd | Approved Pending Building Permit | Approved | 30 | 3 |
| 430 Brevard Ave | 2426072 | DA | Under Review | 234± Mixed-Use | 1 |
| Cirrus Apartments | 2320 SR-524 | Approved | DA, under construction | 280 | 3 |
| Diamond Back Phase 2 | 3445 Grissom Pkwy | Phase 2 – under construction | Under construction | Comm | 3 |
| London Cove | SR-524 | Resubmitted Landscape Plans and Preliminary Plat for review. | Under review | Comm | 3 |
| Orchid Lake | 1410 Dignity Cir | Approved | Under Construction | 90 | 4 |
| Range Rd Karali | 2415105 2423194 2423188 | Preliminary PUD | Approved | 61 | 4 |
| River Walk | 1500 N Cocoa Blvd | Approved | Two residential units are under construction | 26 | 2 |
| StorQuest | SR-524 | Approved with conditions Submitted for Building Permit | Waiting for Utilities and County approval before recording a sidewalk easement | Comm | 3 |
| The Lakes at Cocoa Groves | Hwy 528 | Approved | DA, Approved with Conditions | 350 | 3 |

**Planning and Zoning**
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| | | | | | |
|---|---|---|---|---|---|
| The Cottages at Cocoa Village | 425 Brevard Ave | Approved | DA, Under Construction | 18 | 1 |
| Advantage Self Storage | 2404120 | Approved | Approved/ under construction | Comm | 3 |
| Windward Preserve | Friday Rd | Approved | Approved | 385 | 3 |
| Allegra | SR-524 | Approved | Approved/ under construction | 312 | 3 |
| Bleakly Eng. Grissom Pkwy \| Sims Crane | Grissom Pkwy | Under Review BOA Waiver Tree Mitigation | Site Plan pending Tree Mitigation | Comm | 3 |
| Cocoa Village Bay Estates | 3018781 – Dixon Blvd 620 Dixon Blvd | Under Review | RTC under review | Comm | 2 |
| Cocoa 11 Truck, RV, Boat | Grissom PKWY | Under Review | Site Plan | Comm | 3 |
| Walmart Gas Station | 2700 Clearlake Rd | Waiting for submittal Ongoing Communication | Pending New Pre-app meeting, Site Plan Amend, DA | Comm | 4 |
| Biscaya Cocoa Holding | 301 S Cocoa Blvd | Waiting for hearing City Council | Rezoning App | Comm | 1 |
| SRM Concrete | 2456315 | Approved. Pending Building permit | Approved | Comm | 3 |
| Glas Show Kitchen | 644 W King St | Under review | Site Plan, Special Exception, and waivers under review. | Comm | 1 |
| Little Texas Outpost | 300 N. Cocoa Blvd | Site Plan – BTR | Staff comments sent to the applicant | Comm | 1 |
| Banana River Coffee | 2951 Oxbow Circle | Site Plan | RTC under review. | Comm | 3 |

**Planning and Zoning**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8535
FAX: (321) 433-8685

| | | | | | |
|---|---|---|---|---|---|
| Hughlett Factory Parking Lot | 699 Hughlett Ave/ 213 Factory St | Site Plan Amendment | Approved | Res | 1 |
| Farm Bar Appeal | 638 Brevard Ave | Appeal of BOA decision of Special Exception. approval | SPX Overturned by Council | Comm | 1 |
| Kolter Townhomes | 2444636 2457158 | Site Plan | Under Review | 224 | 3 |
| Oak Meadows | 1600 Flower Mound Ln | Site Plan Amendment | Approved | 120 | 2 |
| 430 Cox Rd | 430 Cox Rd | ZVL Appeal | Postponed June 19. | Comm | 3 |
| Arbors at Cocoa Landing | 3023006 3023007 | Large Scale Site Plan/Submitted for Building Permit | Approved, Dec. 15, 2020 | 280 apartments & future 170 townhomes | 3 |
| 909 N Cocoa Blvd | 2421022 | Zoning Text Amendment | P&Z October 2 | Comm | 2 |
| Cocoa Heights City Initiated | Please see Map Attached | Comp Plan Amend/Rezoning C-N | City Council September 10th | Res | 2 |
| Pine Grove Park City Initiated | Please see Map Attached | Zoning Map Amendment C-G | Scheduled P&Z October 2 | Comm | 1 |
| Oxbow Cir | 2458783 2458782 | Site plan | Under Review | Ind | 3 |
| XXtreme Ministries | 2424098 | SPX BOA | Scheduled BOA Sept 18 | Comm | 1 |
| Hidden Level Brewery JMG Engraving | 2425657 | Site Plan Amend | Under Review | Comm | 1 |
| Space Coast Recovery | 2424329 | Annexation | Withdrawn | - | - |
| Pluckebaum | 2459107 | Preliminary Plat | Under Review | Res | 1 |
| Filling Station | 520 Brevard Ave | Site Plan | Under Review | Comm | 1 |
| Aqua Lounge | 226 King St | SPX BOA | Scheduled BOA Oct 16 | Comm | 1 |

**Planning and Zoning**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8535
FAX: (321) 433-8685

| | | | | | |
|---|---|---|---|---|---|
| Old Florida House | 406 Florida Ave | Site Plan | Under Review | Comm | 1 |
| Oxbow Cir | 3092 Oxbow Cir | Site Plan | Under Review | Comm | 3 |
| Oxbow Cir | 2962 Oxbow Cir | Site Plan | Under Review | Comm | 3 |
| Clearlake Isles Pre-app | 3012603 | Pre-app | Scheduled Sept 12 | Comm | 4 |
| Chameleon Kava | 712 S Fiske | Pre-app | Scheduled Sept 19 | Comm | 1 |